# AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE - ROOM 118 FEBRUARY 21, 2022 6:45 PM

#### INVOCATION - Commissioner

#### PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

Jawanna Otero Lauren McDonald

Recognition of Pamela Story, the 2022 National Homeless Liaison of the Year

- 1. APPROVAL OF AGENDA
- 2. CONSIDERATION OF AGENDA ITEMS
  - A. Contract with Freese & Nichols, Inc. for NORCRESS Water and Sewer District
- 3. CONSENT AGENDA
  - A. Approval of February 7, 2022 Regular Meeting Minutes
  - B. Proclamation Recognizing the 2022 National Homeless Liaison of the Year
  - C. Proclamation Recognizing March 2022 as American Red Cross Month in Cumberland County
  - D. Proclamation for 2022 Severe Weather Preparedness Week
  - E. Approval of Report on the Disposal of Surplus Property Pursuant to N.C.G.S.160A-226(a)
  - F. Approval to Pay Prior Year Invoice
  - G. Approval of Report on Fiscal Year 2021 Summary of Activities Funded by County ABC Fund Contributions
  - H. Approval of Budget Ordinance Amendments for the February 21, 2022 Board of Commissioners' Agenda
  - I. Approval of Cumberland County Board of Commissioners Agenda Session Items
    - 1. Request to Waive Out-of-County Library Card Fees for Cumberland County Employees to Support the Cumberland County READS Initiative
    - 2. Renewal of North Carolina Non-Congregate Sheltering Memorandum of Agreement
    - 3. Contract for Professional Auditing Services

- 4. Re-Issue of Fiscal Year 2021 Annual Comprehensive Financial Report
- 5. Formal Bid Award for Headquarters Library Boiler Replacement
- 6. Proposal For Engineering Services for Emergency Watershed Protection (EWP) Project
- 7. Approval of Incentives Agreement for DANSONS LLC (Project BBQ)
- 8. Closure of H. Geddie Ave. and a Portion of E. Holmes St.

#### 4. PUBLIC HEARINGS

- A. No Planning Board Cases
- 5. ITEMS OF BUSINESS
  - A. Contract with Freese & Nichols, Inc. for NORCRESS Water and Sewer District
- 6. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*

#### 7. NOMINATIONS

- A. Senior Citizens Advisory Commission (2 Vacancies)
- B. Cumberland County Local Emergency Planning Committee (1 Vacancy)
- C. Cumberland County Workforce Development Board (2 Vacancies)
- D. Cape Fear Valley Health System Board of Trustees (3 Vacancies)

#### 8. APPOINTMENTS

- A. Equalization and Review Board
- B. Mid-Carolina Aging Advisory Council
- C. Joint Fort Bragg & Cumberland County Food Policy Council
- 9. NORCRESS WATER AND SEWER CONSENT AGENDA
  - A Approval of Minutes of November 15, 2021 for the NORCRESS Water & Sewer District Governing Board

#### **RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING**

#### 10. CLOSED SESSION:

#### ADJOURN

#### WATCH THE MEETING LIVE

# THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

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

## **REGULAR BOARD MEETINGS:**

March 7, 2022 (Monday) - 9:00 AM March 21, 2022 (Monday) - 6:45 PM



## ENGINEERING AND INFRASTRUCTURE DEPARTMENT

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 2/1/2022

#### SUBJECT: CONTRACT WITH FREESE & NICHOLS, INC. FOR NORCRESS WATER AND SEWER DISTRICT

#### **BACKGROUND**

On November 15, 2021, the Board of Commissioners approved the selection of Freese and Nichols, Inc. (FNI) as the preferred choice for engineering services for the NORCRESS sanitary sewer system capital improvements based on receiving the highest score from the Request of Qualifications. Staff discussed the final scope of services and fee with FNI, with a final compensation fee of \$292,775.

The scope of services outlined in the agreement with FNI consists of the following:

- New electrical equipment and generators moved outside of the buildings at all four lift stations
- Wade 2 lift station pump repairs
- Falcon force main additional testing and inspection
- System-wide inflow and infiltration (I&I) reduction

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

The Public Utilities Division and County Management recommend that the following proposed action below be placed on the February 21, 2022, Board of Commissioners agenda and the NORCRESS Governing Board agenda as a consent item:

1. Approve Contract Agreement with Freese and Nichols, Inc. in the amount of \$292,775.

#### **ATTACHMENTS:**

#### Description

Freese & Nichols Service Agreement

#### STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

#### SERVICE AGREEMENT

This Agreement made this the \_\_\_\_\_day of \_\_\_\_\_\_, by and between the NORCRESS Water and Sewer District acting by and through the Cumberland County Board of Commissioners, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Freese and Nichols, Inc. a business located at 1017 Main Campus Drive, Suite 1200, Raleigh, NC 27606, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is need of Engineering Services for Design, Contract Administration & Inspection and Evaluation of the NORCRESS Sanitary Sewer System; and

WHEREAS, the VENDOR is qualified to perform the necessary services as determined through a qualificationsbased selection for the COUNTY; and

WHEREAS, the VENDOR has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, December 31, 2022, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The VENDOR has completed all services required.

The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

RENEWAL OF CONTRACT: This contract shall be automatically renewed for a period of two (2) additional years, for a total of three (3) years, unless either of the parties notify the other in written form that the contract will not be renewed.

SERVICES: VENDOR shall perform such expert and technical services as are indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR

shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal. The total contract price shall not exceed \$292,775 without the authorization from the County Manager.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR: Freese and Nichols, Inc. 1017 Main Campus Drive, Suite 1200 Raleigh, NC 27606 COUNTY: NORCRESS Water and Sewer District PO Box 1829 Fayetteville, NC 28302

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

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

FREESE AND NICHOLS, INC.

ATTEST BY: T. WHITE, ASSOCIATE BEIN

BY: an Jann, Vice/President Bn

**CUMBERLAND COUNTY** 

ATTEST

BY:

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

Glenn Adams, Chairman NORCRESS Water and Sewer District

This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Approved for Legal Sufficiency upon formal execution by all parties

**County Attorney's Office** 

**County Finance Office** 

# Cumberland County Northern Cumberland Regional Sewer System (NORCRESS) Lift Station Upgrades and Force Main Evaluation Scope of Services

January 5, 2022

Cumberland County (County) recently completed a Phase I study of the NORCRESS facilities. As a result, a multi-year Capital Improvement Plan (CIP) was developed. This project includes the improvements identified in Year 1 and include electrical improvements at each of the 4 lift stations in the system as well as an evaluation of the Falcon Force Main. Freese and Nichols, Inc. (FNI) will assist the County with the improvements as outlined in the CIP. A detailed scope is included below:

**BASIC SERVICES:** FNI proposes to provide Phase II Services for the NORCRESS System. A detailed scope of work is provided below:

#### Project Kickoff and Data Collection

- 1. Kickoff Meeting: FNI will conduct a kickoff meeting with County staff to discuss project goals, expectations, scope, deliverables, and schedule.
- Site Visit: FNI will visit each lift station site and coordinate with operations staff. In addition, FNI will perform a site investigation of the pipeline alignment to collect information and meet with County operations and maintenance staff to discuss historical O&M history on the line. The intent of this task is to gather information specifically related to Phase II tasks included in this scope.
- 3. Data Collection and Coordination: FNI will utilize the data received for Phase I of the project to complete the scope below. As part of this task, FNI will review the previous data received and request additional information, if necessary, which may include record drawings, previous studies, GIS information, and other pertinent information.

#### Falcon Force Main Evaluation

- FNI will perform a hydraulic evaluation of the force main to include correlation of the calculated Hydraulic Grade Line (HGL) with actual field conditions. FNI will coordinate with operations staff to install temporary pressure gauges at strategic locations along the pipeline, including at air release valves, and measuring pressures at various flowrates. It is anticipated that the County/PWC will supply and install the pressure gauges.
- 2. In addition, FNI will perform a comprehensive evaluation of the location, pipe material, pipe diameter, and other parameters that impact the selection of pipeline inspection and condition assessment tools. Identify high priority segments for field inspection.
- 3. Utilizing the information gathered above, determine the most effective and economical next step(s) to consider field inspection technologies that may include CCTV, cleaning, Pure Smartball or equivalent to assess the condition of the high priority pipe segments or other solutions that may include operations/maintenance solutions and/or minor enhancements to the system.

- 4. Prepare a Draft Evaluation Memo discussing evaluation findings and recommended next steps for evaluation of the force main. The recommendation may include several condition assessment technologies to allow for a multi-phase approach depending on the results of the initial inspection and/or operational/maintenance modifications or enhancements to the system that may include installation of new ARVs, installation of a pigging station(s) or other similar improvements. FNI will meet with the County to discuss the recommendations and revise the memorandum based on County comments. Included in the scope is a presentation of findings to County Management and the Board of Commissioners.
- 5. Based on the final recommendations, FNI will utilize special services as directed by the County to complete the tasks.

#### Lift Station Upgrade Design and Pump Evaluation

As part of Phase I of this project, FNI performed a condition assessment of the system's four lift stations to include Falcon, Godwin, Wade 1 and Wade 2. As a result of the assessment, a recommendation was made to replace all the electrical equipment at each of the four (4) lift stations outside of the buildings due to the hazardous environment and hydrogen sulfide gasses. For each station, FNI will development design plans, contract documents and specifications to install new electrical equipment on a rack outside of the station, install a new standby generator and automatic transfer switch (ATS), replace the existing SCADA equipment and all associated site work modifications. It is anticipated that all improvements will be included in a single bid package. As part of this task, FNI will evaluate the potential to break the improvements into multiple packages. FNI will coordinate with and make recommendations to the County. The preparation of additional bid packages will be an additional service. In addition to lift station design improvements, FNI will coordinate with and oversee the pump vendor to remove and clean the pumps at the Wade 1 and Godwin. Below is additional detail included in this item:

#### A. Design

- 1. Prepare front end documents, general conditions, and special conditions for the construction contracts. Meet with the County to resolve review comments, and revise documents accordingly.
- 2. 60% Review: Furnish the County three (3) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by the County. FNI will meet with the County to present the preliminary plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all of the applicable trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent but will lack many notes and minor details. The specifications will include the front-end documents and draft specifications for major equipment items.
- 3. 90% Review: Furnish the County three (3) copies of preliminary (90%) plans, specifications, and bid proposals marked "Preliminary" for approval by the County. FNI will meet with the County to present the preliminary plans and specifications and receive comments. Review documents will

include all drawing sheets and specifications with some minor corrections and notes still remaining.

- 4. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
- 5. Prepare revised opinion of probable construction cost at 60% and 90% Reviews.
- 6. Based on the County comments and coordination, FNI will prepare final construction plans, specifications, contract documents, and updated opinion of probable construction cost for the project. The plans and specifications will be used for the Bidding and Construction Phase.

#### **B.** Permitting

FNI will assist the County in permitting of the project. The following permits/coordination is anticipated.

 County Permit – It is anticipated that a County Building Permit will be required to be secured by the Contractor. As part of this scope, FNI will coordinate with the County Building Permit Department and include requirements in the plans and contract documents.

#### C. Topographic Survey

FNI will subcontract with a surveying firm to provide surveying services. The services listed below are based upon traditional topographic survey and boundary survey for each site and the preparation of up to 4 easement documents as applicable. A detailed scope of work is described below.

- Ownership Data Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed pipeline alignment. All properties shall be numbered to match the corresponding list of landowners in the Excel spreadsheet.
- Ownership Map Locate property corners of parcels that are affected by the proposed pipeline alignment. Calculate property lines, easement lines, and right-of-way lines of existing streets and utilities.
- 3. Easements Prepare an exhibit and boundary easement description for each lift station site as required. Easements shall be signed and sealed by a Registered Professional Land Surveyor, currently registered in the State of North Carolina. Each easement shall have attached to it a copy of the corresponding deed for that property and a closure computation sheet for the easement tract. Legal descriptions shall include sufficient information to identify the location, boundaries, monumentation, and area of the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description shall be accompanied by an exhibit plat which depicts the worded description. The Exhibit Plat or Legal Description should be able to stand alone.

4. Traditional Topographic/Design Survey – Traditional topographic survey will locate surface features in each lift station site. Elevations of all tops and toes of slope and at all vertical changes within the site will be located. This information shall be sufficient to generate a contour model (DTM) of the site.

#### D. Bid Phase Assistance

Upon completion of the design services and approval of "Final" plans and specifications by the County, FNI will proceed with the performance of services in this phase as described below:

- 1. Assist the County in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to the County for publication on their website.
- 2. Distribute plans to bidders using a web-based bidding site. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Keep a record of prospective bidders and plan rooms and other parties to whom the bidding documents have been distributed. Advertise for bids on FNI's website, and keep the website updated with addenda information, plan holder lists, and bidding information.
- 3. Attend a pre-bid conference.
- 4. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
- 5. Assist the County in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts as appropriate.
- 6. Assist the County in the preparation of documents for execution of the construction contracts. FNI will conform the contract documents, make six original copies for execution. FNI will also make ten conformed copies of the plans and specifications for use by the Contractor, County and Engineer.
- **7.** The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

#### E. Construction Phase Assistance

FNI will endeavor to protect the County in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the County agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- 1. Assist the County in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- 2. Establish communication procedures with the County and Contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications. Attend monthly progress meetings with the Contractor(s) and the County. It is anticipated that this will include up to six (6) meetings.
- 3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- 4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- 5. Make up to 12 visits to the construction site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the County against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the County. Visits to the site in excess of the specified number are an Additional Service.
- 6. Notify the County of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- 7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the County and is not included in the services to be performed by FNI.
- 8. Interpret the drawings and specifications for the County and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the County, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

- 9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the County to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the County. Documentation of field orders, where cost to County is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the County are an additional service. Substitutions of materials or equipment or design modifications requested by the County are an additional service.
- 10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the County on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the County if appropriate. Providing these services to review or evaluate Construction Contractor claim(s), supported by causes not within the control of FNI are an additional service.
- 11. Conduct, in company with County's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the County in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
- 12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish the County three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

#### F. Pump Evaluation

FNI will coordinate the efforts of the pump vendor, contracted by the County, to remove, clean and inspect the pumps at the Wade 1 and Godwin Lift Stations. This task includes on site representation during the performance of this work and an analysis of the reports provided by the vendor. This task also includes recommendations on the useful life of the pumps and motors and an opinion of replacement costs and schedule. Should replacement pumps be needed, the design, bid and construction phase assistance shall be an additional service.

#### Additional Services

If authorized by the County, FNI will perform the following services. Costs for these services is not included in the base fee. Prior to execution, FNI will provide a detailed scope and fee to the County for approval:

- A. Falcon Force Main Improvements This task shall include execution of accepted recommendations made as part of the evaluation above. This may include pipeline inspection, design, bid and construction phase assistance of recommended improvements.
- **B.** Additional Bid Packages This task shall include the preparation additional bid packages as determined during the design process. In addition, this task shall include bid phase and construction phase services for the additional packages.
- **C.** Pump Replacement This task shall include the design, bid phase and construction phase assistance for pump replacements or modifications at any of the four system lift stations.
- **D.** Additional Evaluation This task includes evaluations of the system's functionality and associated improvements as required.
- **E.** Future Improvements This task includes recommendations for future capital needs and preparation of budgetary opinions of cost and timing for the improvements.

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Falcon Force Main Evaluation Memo Within 60 days from Notice to Proceed (NTP)
- 60 % Design Submittal Within 90 days from NTP
- 90% Design Submittal Within 45 days from Receipt of Comments on 60% Submittal
- Final Plans and Specifications Within 30 days Receipt of Comments on 90% Submittal

#### COMPENSATION

FNI proposes to furnish our services as described as Base Services for an hourly not to exceed fee of Two Hundred Ninety-Two Thousand Seven Hundred Seventy-Five Dollars (\$292,775).

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

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and <u>Freese and Nichols, Inc</u> as follows:

- 1. The contractor is
  - \_\_\_\_ an individual
  - ✓a corporation

\_\_\_\_ a limited liability company

\_\_\_\_a unit of local government

\_\_\_\_other:\_\_\_\_\_

\_\_\_\_\_). (If the contractor is described as "other," a

certified copy of the legal documents by which it is organized must be attached.)

- 2. The contractor's business address is <u>ID17 Main Campus Dr., Ste 1200 Raleigh</u>, NC, 2760 (If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
- 3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?

Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)

\_\_\_\_ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)

4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

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

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

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

Certified by Bryan Jann	_ for the contractor stated above.
Signature: Jourgancga	n
Date Submitted: 1. 13. 2022	the second s

Depar	W-9       Request for Taxpayer         ev. October 2018)       Identification Number and Certification         opartment of the Treasury       Go to www.irs.gov/FormW9 for instructions and the latest information.         1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												r	eque		to the Do not e IRS.	
15.26	1 Name (as shown	on your incom	e tax return). Na	ame is rec	quired on this lin	ne; do no	t leave this	line blank.	and to be								
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Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to required to required to report all interest and dividends.

Sign s	Signature of	Gwen Peres	1/5/2022	
LIANA LIVE		B3C985A17F6C44A	Date 🏲	to do anabrato aok

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TTIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings

# **Professional Corporation**

Legal Name Freese and Nichols, Inc.

# Information

SosId: 1302309 Status: Current-Active ① Date Formed: 2/15/2013 Citizenship: Foreign State of Incorporation: TX Annual Report Due Date: Registered Agent: Corporation Service Company

# Addresses

**Reg Office** 2626 Glenwood Ave Ste 550 Raleigh, NC 27608 Reg Mailing 2626 Glenwood Ave Ste 550 Raleigh, NC 27608

Mailing 4055 International Plz Ste 200 Fort Worth, TX 76109

**Principal Office** 4055 International Plz Ste 200 Fort Worth, TX 76109

# Professions

Geology services

Landscape Architect services

Engineering and Architectural Services



# **CLERK TO THE BOARD OF COMMISSIONERS**

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

# TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 2/21/2022

#### SUBJECT: PROCLAMATION RECOGNIZING THE 2022 NATIONAL HOMELESS LIAISON OF THE YEAR

#### **BACKGROUND**

Request was received for a proclamation recognizing and congratulating Pamela Story on being named the 2022 National Homeless Liaison of the Year.

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

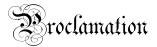
Respectfully request approval of the proclamation.

#### **ATTACHMENTS:**

Description Proclamation Recognizing 2022 National Homeless Liaison of the Year

Type Backup Material COUNTY OF CUMBERLAND

NORTH CAROLINA



WHEREAS, Pamela Story graduated from E.E. Smith High School, is an alumna of North Carolina Central University and earned her master's in Social Work from the University of North Carolina; and

WHEREAS, Pamela Story started working with Cumberland County Schools twentythree years ago and for the past eleven years, she has been the Social Work Coordinator and Homeless Liaison for Cumberland County Schools; and

WHEREAS, Pamela Story recognized that students in transition and experiencing homelessness are one of the groups heavily impacted by COVID-19, and she has been at their side helping with transportation, food insecurity, social-emotional needs and more to enable them to survive, thrive and be successful; and

WHEREAS, Pamela Story has been working incredibly hard over the last two years to maintain the bridge between families, schools and their community, and she was recognized at the state level by being named the North Carolina Liaison of the Year; and

WHEREAS, Pamela Story knows it takes a village to serve children and works with her team to collaborate with community partners to provide all the resources they can because she knows strengthening these partnerships will ensure providing resources is not an issue in Cumberland County Schools; and

WHEREAS, Pamela Story serves as a mentor to new homeless liaisions, a support person for the district and the state office, and is a dedicated member of the North Carolina Homeless Education leadership team; and

WHEREAS, Pamela Story was recognized for her focus on empowering students in transition and was announced as the 2022 National Homeless Liaison of the Year at the National Association for the Education of Homeless Children and Youth (NAEHCY) Conference in Atlanta, Georgia on November 14, 2021.

NOW THEREFORE, BE IT PROCLAIMED, that We, the Cumberland County Board of Commissioners, hereby acknowledge with gratitude Pamela Story's committeent to the Cumberland County community and extend congratulations to her on being named the 2022 National Homeless Liaison of the Year.

Presented this 21st day of February 2022.

GLENN B. ADAMS, Chairman Cumberland County Board of Commissioners



# **CLERK TO THE BOARD OF COMMISSIONERS**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

# TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 2/21/2022

#### SUBJECT: PROCLAMATION RECOGNIZING MARCH 2022 AS AMERICAN RED CROSS MONTH IN CUMBERLAND COUNTY

#### **BACKGROUND**

A request was received for a proclamation recognizing March 2022 as American Red Cross Month in Cumberland County.

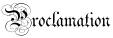
#### **RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of the proclamation.

#### **ATTACHMENTS:**

Description 2022 American Red Cross Month Proclamation

Type Backup Material COUNTY OF CUMBERLAND



- WHEREAS, The American Red Cross Sandhills Chapter was established on April 26, 1917 in response to call from President Woodrow Wilson after the start of World War I to assist and comfort communities stricken by disasters large and small, and to help the able-bodied and disabled veterans and civilians overseas; AND
- WHEREAS, The American Red Cross Sandhills Chapter provides services to local military personnel and their families, including 24-7 emergency messaging, assisting military members and their families through pre-deployment and post-deployment briefings and seminars; AND
- WHEREAS, The American Red Cross Sandhills Chapter continues to partner with city and county government and civic agencies to help ensure our communities are more ready and resilient in the face of future disasters: AND
- **WHEREAS,** Each year the American Red Cross Sandhills Chapter provides shelter, clothing, food and counsel to hundreds of area families who experience a home fire or other disasters such as tornadoes and floods; **AND**
- **WHEREAS,** The American Red Cross plays a vital role in relief operations by deploying volunteers to rebuild communities hit by disaster and by providing critical support and resources at home and across the Nation; **AND**
- WHEREAS, Each year the American Red Cross Sandhills Chapter trains thousands of local citizens to lead safer and healthier lives through life-saving skills from swimming and lifeguarding to first aid, CPR and AED; AND
- WHEREAS, Each year the American Red Cross Sandhills Chapter helps to collect, test and distribute thousands of life-saving units of blood and blood products; AND
- WHEREAS, Our County's leadership relies upon our citizens who are motivated to act by our common humanity. This month, let us come together to celebrate Cumberland County's spirit of generosity, and the dedicated individuals and organizations who keep that spirit alive.
- NOW THEREFORE, LET IT RESOLVED, that the Cumberland County Board of Commissioners hereby proclaims March 2022 as AMERICAN RED CROSS MONTH in Cumberland County and encourages all citizens to join in the observance.

Adopted this 21st day of February 2022.

Glenn B. Adams, Chairman Cumberland County Board of Commissioners



# **EMERGENCY SERVICES DEPARTMENT**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

# TO: BOARD OF COUNTY COMMISSIONERS

- FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR
- DATE: 2/11/2022

#### SUBJECT: PROCLAMATION FOR 2022 SEVERE WEATHER PREPAREDNESS WEEK

## **BACKGROUND**

Cumberland County Emergency Services recognizes that in North Carolina, we are susceptible to many types of weather conditions. The National Weather Service, as well as the North Carolina Department of Public Safety, have teamed up to provide a severe weather safety campaign to North Carolina. Cumberland County Emergency Services shares in the desire to provide safety information to Cumberland County residents as it aligns with the Emergency Services mission to create a more resilient community.

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

Cumberland County Emergency Services respectfully request the approval of the 2022 Severe Weather Preparedness Week Proclamation beginning March 6<sup>th</sup> thru March 12<sup>th</sup>.

#### **ATTACHMENTS:**

Description Severe Weather Preparedness Week Proclamation Type Backup Material

#### COUNTY OF CUMBERLAND

#### NORTH CAROLINA

Broclamation

#### SEVERE WEATHER PREPAREDNESS WEEK MARCH 6-12, 2022

WHEREAS, North Carolina is traditionally an active area for tornados and severe thunderstorms; and

WHEREAS, in 2021 North Carolina experienced 21 tornado touchdowns and the National Weather Service (NWS) in North Carolina issued 194 tornado warnings; and

WHEREAS, last year the National Weather Service in North Carolina issued 1,114 severe thunderstorm warnings and recorded 101 large hail events and 344 damaging thunderstorm wind events; and

WHEREAS, the average warning lead time for tornadoes was 16.6 minutes and 49 minutes for flash floods; and

WHEREAS, severe thunderstorms produce hail at least an inch in diameter, 58 mph + winds or can produce a tornado; and

WHEREAS, all thunderstorms produce lightning and strikes are a significant threat in North Carolina. Remember, if you hear thunder roar, go indoor; and

WHEREAS, Cumberland County residents should listen to local radio, television, a weather channel or a National Oceanic and Atmospheric Administration (NOAA) weather radio for information on severe weather; and

WHEREAS, residents should make a family emergency plan with details on how to get to a safe location, contact each other and get back together. Include in the plan the safest locations on their regularly traveled routes; and

WHEREAS, residents should have an emergency supply kit in their homes and vehicles that include a first aid kit, battery-powered radio, flashlight and non-perishable foods, bottled water, sturdy shoes and gloves; and

WHEREAS, Cumberland County residents, businesses and schools are urged to participate in the statewide tornado drill on Wednesday, March 9<sup>th</sup> at 9:30 a.m.; and

WHEREAS, Cumberland County Emergency Management works to inform and educate residents about staying safe when severe weather strikes and ReadyNC.gov is available to provide current weather and traffic conditions. NOW, THEREFORE, We, the Cumberland County Board of Commissioners, hereby proclaim March 6-12, 2022, as "SEVERE WEATHER PREPAREDNESS WEEK" in Cumberland County, and call upon our residents to observe the week with appropriate activities that promote awareness of severe weather and how to stay safe.

Adopted this 21st day of February 2022.

*Glenn Adams, Chairman Cumberland County Board of Commissioners* 



## **INTERNAL SERVICES**

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

## TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: JEFFERY P. BROWN, PE, INTERNAL SERVICES MANAGER

DATE: 2/7/2022

#### SUBJECT: APPROVAL OF REPORT ON THE DISPOSAL OF SURPLUS PROPERTY PURSUANT TO N.C.G.S.160A-226(A)

#### **BACKGROUND**

On June 15, 1998, the Board of Commissioners adopted a resolution found in the statutes allowing disposal of County "personal property, worth less than \$5,000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county." On October 6, 2008 the Board raised this limit to \$30,000. The approval allows the Assistant County Manager to authorize the disposal.

Please find attached a list of miscellaneous items from various County departments or agencies that met the above criteria and that have been disposed of. As a practice, items from facilities are taken to the Ann Street Landfill for disposal as appropriate. Vehicles, equipment, or tools are placed on GovDeals for auction. Revenues from GovDeals sales are placed in an account and used to offset the cost of replacing County vehicles.

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

Approval of the attached report, so that the report may be duly recorded in the official minutes, and the disposal of the items indicated on the report.

#### **ATTACHMENTS:**

Description Surplus Property Listing for Furniture/Equipment Surplus Vehicles 12-8-21 Surplus Items for Solid Waste Surplus Vehicles 11-3-21 Type Backup Material Backup Material Backup Material Backup Material Surplus Equipment 9-20-21 Surplus Vehicles 8-10-21

Backup Material Backup Material

# SURPLUS PROPERTY DISPOSAL LIST AUGUST 1, 2021 - JANUARY 31, 2022

UTEM NO		RENDERING	DISPOSAL
ITEM NO.	PROPERTY DESCRIPTION	DEPARTMENT	METHOD
1	25 Chairs	Sheriff's Office	Landfill-Ann Street
2	15 Desks	Sheriff's Office	Landfill-Ann Street
3	7 Bookshelves	Sheriff's Office	Landfill-Ann Street
4	4 Chairs	Internal Services	Landfill-Ann Street
5	1 Hutch	Information Services	Landfill-Ann Street
6	10 Filing Cabinets	Communicare	Landfill-Ann Street
7	1 Sofa	Communicare	Landfill-Ann Street
8	7 Chairs	Communicare	Landfill-Ann Street
9	12 Chairs	Sheriff's Office	Landfill-Ann Street
10	1 Sofa	Sheriff's Office	Landfill-Ann Street
11	4 Shelves	Sheriff's Office	Landfill-Ann Street
12	4 Van Seats	Animal Services	Landfill-Ann Street
13	2 Chairs	Information Services	Landfill-Ann Street
14	3 Cabinets	Public Health	Landfill-Ann Street
15	20 Chairs	Child Support	Landfill-Ann Street
16	1 Table	Child Support	Landfill-Ann Street
17	2 Filing Cabinets	Child Support	Landfill-Ann Street
18	15 Desks	Sheriff's Office	Landfill-Ann Street
19	12 Bookshelves	Sheriff's Office	Landfill-Ann Street
20	7 Chairs	Sheriff's Office	Landfill-Ann Street
21	25 Filing Drawers	Sheriff's Office	Landfill-Ann Street
22	1 Couch	Public Health	Landfill-Ann Street
23	22 Computers	Sheriff's Office	Landfill-Ann Street
24	15 Chairs	Social Services	Landfill-Ann Street
25	3 Cubicles	Social Services	Landfill-Ann Street
26	10 Chairs	Animal Services	Landfill-Ann Street
20	7 Chairs	Veterans Services	Landfill-Ann Street
28	2 Filing Cabinets	Clerk of Courts	Landfill-Ann Street
200.000			
29	Ice Maker	Child Support	Landfill-Ann Street
30	Fryer		Landfill-Ann Street
31	2 Tables	Child Support	Landfill-Ann Street
30	4 Filing Cabinets	Child Support	Landfill-Ann Street
31	1 Chair		Landfill-Ann Street
32	2 Bookcase	Child Support	Landfill-Ann Street
33	1 Credenza	Child Support	Landfill-Ann Street
34	1 Table	Child Support	Landfill-Ann Street
35	2 Chairs	Public Information Office	
36	1 Filing Cabinet		Landfill-Ann Street
37	1 Wooden Shelf	DA's Office	Landfill-Ann Street
38 39	1 Blue Chair	DA's Office Board of Elections	Landfill-Ann Street
40	12 Filing Cabinets 23 Chairs	District Court	Landfill-Ann Street Landfill-Ann Street
40	7 Chairs		Landfill-Ann Street
41 42	5 Chairs		Landfill-Ann Street
42	2 Desks	^	Landfill-Ann Street

NIL

#### SURPLUS PROPERTY DISPOSAL LIST AUGUST 1, 2021 - JANUARY 31, 2022

		RENDERING	DISPOSAL
ITEM NO.	PROPERTY DESCRIPTION	DEPARTMENT	METHOD
44	3 Credenzas	Cooperative Extension	Landfill-Ann Street
45	1 Filing Cabinet	Cooperative Extension	Landfill-Ann Street
46	1 Computer Stand	Cooperative Extension	Landfill-Ann Street
47	1 Computer	Cooperative Extension	Landfill-Ann Street
48	Telephone Table	Cooperative Extension	Landfill-Ann Street
49	3 Bookshelves	Cooperative Extension	Landfill-Ann Street
50	1 Lounger	Cooperative Extension	Landfill-Ann Street
51	1 Copier Stand	Cooperative Extension	Landfill-Ann Street
52	7 Projectors	Cooperative Extension	Landfill-Ann Street
53	1 Metal Cabinet	Cooperative Extension	Landfill-Ann Street
54	1 Metal Table	Cooperative Extension	Landfill-Ann Street
55	12 Bins	Cooperative Extension	Landfill-Ann Street
56	6 Desks	Social Services	Landfill-Ann Street
57	20 Chairs	Social Services	Landfill-Ann Street
58	2 Filing Cabinets	Public Defenders Office	Landfill-Ann Street
59	10 Filing Cabinets	Child Support	Landfill-Ann Street
60	1 Shelf	Child Support	Landfill-Ann Street
61	1 Fryer	Child Support	Landfill-Ann Street
62	2 Chairs	Child Support	Landfill-Ann Street
63	19 Office Chairs	Social Services	Landfill-Ann Street
64	2 Desks	Planning	Landfill-Ann Street
65	3 Chairs	Public Health	Landfill-Ann Street
66	2 Microwaves	Public Health	Landfill-Ann Street
67	2 Lab Machines	Public Health	Landfill-Ann Street

(-). ackson

TRACY JACKSON, ASSISTANT COUNTY MANAGER

2 22 7 DATE

# **CUMBERLAND COUNTY** VEHICLES REQUESTED FOR SURPLUS

Department	Vehicle Description	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
Social Services	2015 Dodge Caravan SE	End of useful life	127,504	2015	SS-18	\$1,700.00	Gov Deals
CCSO	2011 Crown Vic	End of useful life	207,350	2011	FL-0481	\$1,200.00	Gov Deals
Animal Services	2011 Ford F-150	End of Useful life	190,000	2011	AC-22	\$2,500.00	Gov Deals

1. Jacksen, Alm 12/8/21 - ) 0

Signature

Date



# Solid Waste Management

manda RBader

TO: Tracy Jackson, Assistant County Manager

FROM: Amanda Bader, PE, Solid Waste Director-

DATE: November 19, 2021

RE: Solid Waste Surplus Equipment and Vehicles

Solid Waste has accumulated surplus equipment and vehicles over the years. Most of these items have been stored in various salvage areas on the landfill. These areas need to be reclaimed for parking and storage of soil and rock materials.

The attached spreadsheet provides the asset information for each item. Each of the attached items are valued at less than \$30,000.

We respectfully request that these items be declared surplus and sold via the Govdeals Auction Website or sold and recycled as scrap metal as designated on the attached spreadsheet.

#### CUMBERLAND COUNTY SOLID WASTE EQUIPMENT REQUESTED FOR SURPLUS

DESCRIPTION	SERIAL NUMBER	REASON FOR SURPLUS	MILEAGE HOURS	YEAR	ASSET #	ESTIMATED VALUE	DISPOSITION
REX 370C	HF487	AGED OUT OF SERVICE	25180 (H)	1998	104	\$ 20,000.00	GOVDEALS
CAT G936	3HD00200	TRANS BAD SAMPLE	24857 (H)	1992	109	\$ 8,500.00	GOVDEALS
FORD EA5HWR	BD64718-6640	WILL NOT START	1810 (H)	1994	113	\$ 5,000.00	GOVDEALS
CAT 725	AFX01451	REPLACED/TRANS WEAK	11718 (H)	2005	120	\$ 29,000.00	GOVDEALS
CAT D6N XL	DJA00639	REPLACED/AGED OUT	12561 (H)	2008	122	\$ 29,000.00	GOVDEALS
HYUNDAI HL740 TM-3	L702FA10071	BLOWN. ENGINE	7617 (H)	1999	140	\$ 20,000.00	GOVDEALS
LANDPRIDE DH2596	556000	NOT USED		2000	143	\$ 800.00	GOVDEALS
CAT 950	81J12184	AGED OUT	7432 (H)	1970	161	\$ 8,500.00	GOVDEALS
KUT-KWICK RM76-187D	52421	AGED OUT OF SERVICE	1038 (H)	1999	211	\$ 2,500.00	GOVDEALS
POWERSCREEN CONVEYER	NA	NO LONGER IN SERVICE	4367 (H)	2000	123A	\$ 1,000.00	GOVDEALS
BUSH HOG 6FT	NA	GEARBOX WORN			NA	\$ 300.00	GOVDEALS
EXCAVATOR BUCKET	NA	REPLACED			NA	\$ 1,500:00	GOVDEALS
EXCAVATOR BUCKET	NA	REPLACED			NA	\$ 1,500.00	GOVDEALS
EXCAVATOR BUCKET	NA	REPLACED			NA	\$ 1,500.00	GOVDEALS
FUEL TANK	NA	NO LONGER IN USE	1.		NA	\$ 500.00	GOVDEALS
MILITARY CRANE	NA	NO BRAKES			NA	\$ 1,500.00	GOVDEALS
REX BLADE	NA	UNUSED			NA	\$ 1,000.00	GOVDEALS
REX BLADE	NA	UNUSED			NA	\$ 1,000.00	GOVDEALS
CAT 322-B EXCAVATOR		ENGINE ISSUES				\$ 10,000.00	GOVDEALS
EXCAVATOR 320 THUMB/CYLNDR/BCKT		CHANGED ATTACHMENT	-			\$ 2,500.00	GOVDEALS
	÷						
20-YARD BOXES	NA - 16 EA@65	IRREPAIRABLE			,	\$ 4,400.00	SCRAP
30-YARD BOXES	NA - 5 EA@65	IRREPAIRABLE				\$ 4,400.00	SCRAP
40-YARD BOXES	NA - 19 EA@65	IRREPAIRABLE			· ·	\$ 4,400.00	SCRAP
AIR COMPRESSOR SHOP		MOTOR NO GOOD	·			\$ 250.00	SCRAP
TEREX 390 COMPACTOR	GJ371	NO ENGINE		2003	102	\$ 1,000.00	SCRAP
TEREX 370A	HF384499	AGED OUT OF SERVICE	18360 (H)	1999	103	\$ 5,000.00	SCRAP
CAT 963	21Z05558	TRANS BAD	21736 (H)	1994	128	\$ 2,500.00	SCRAP
REX 390C	NA	AGED OUT OF SERVICE				\$ 10,000.00	SCRAP

W-1 Opetesen, ACM ( 11/19/21

#### CUMBERLAND COUNTY SOLID WASTE EQUIPMENT REQUESTED FOR SURPLUS

DESCRIPTION	SERIAL NUMBER	REASON FOR SURPLUS	MILEAGE HOURS	YEAR	ASSET #	ESTIMATED VALUE	DISPOSITION
		•					
MILITARY DUECE	NA	(SHERRIFF DEPT)	5		NA		

ser acto

Tracy Jackson, Assistant Conty Manager

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い/(9/요.( Date

## **CUMBERLAND COUNTY SOLID WASTE VEHICLE REQUESTED** FOR SURPLUS

DESCRIPTION	SERIAL NUMBER	REASON FOR SURPLUS	MILEAGE/ HOURS	YEAR	ASSET #	TIMATED VALUE	DISPOSITION
INTERNATIONAL S-1700	1HTAA1756BHB20341	AGED OUT/5 SPD TRANS	101634(M)	1980	5	\$ 2,500.00	GOVDEALS
INTERNATIONAL 4700	1HYSCABM6SH216447	AGED OUT/AUTO TRANS	36490 (M)	1995	8	\$ 3,000.00	GOVDEALS
VOLVO WG64	4V5JC8UF91N313563	POSSIBLE TRANS PROBLEMS	200197 (M)	2001	13	\$ 6,000.00	GOVDEALS
MACK CV713	1M2AG11C94M013046	ENGINE HYDROLOCKED	300980 (M)	2004	14	\$ 6,000.00	GOVDEALS
FORD F150	1FTDF15Y4RNA81928	WRECKED	134990 (M)	1994	32	\$ 500.00	GOVDEALS
VOLVO WX643	4V2DCUE1YN248540	AGED OUT OF SERVICE	18039 (M)	2000	40	\$ 25,000.00	GOVDEALS
VOLVO WX64	4V2DCFMD7NN648936	AGED OUT OF SERVICE	255690 (M)	1992	42	\$ 15,000.00	GOVDEALS
VOLVO VHD	4V5KC9EG79N277139	ENGINE ISSUES	270271 (M)	2009	50	\$ 15,000.00	GOVDEALS
FORD F700 (SALT TRUCK)	1FDXK74P8NVA16946	BODY RUSTED		1992	CCST	\$ 2,500.00	GOVDEALS
FORD PRESSURE WSHR TRK		ENGINE ISSUES	-	_		\$ 500.00	GOVDEALS
FORD RANGER PICKUP	1FTYR14V3YTB38694	PARTS REMOVED	157283 (M)	2000	71	\$ 500.00	SCRAP

.

Tracy Jackson, Assistant Conty Manager

11/19/21 Date

2

# CUMBERLAND COUNTY VEHICLES FOR SURPLUS

Department	Vehicle	Reason for Surplus	Mileage	Year	Fleet #	Estimated	Disposition
			170.100	2000	51.044	Value	
CCSO	2008 Crown Vic	End of useful life	179,109	2008	FL-344	\$1,200.00	Gov Deals
Library	2011 Dodge	End of Useful life.	198,634	2011	L-8	\$1,100.00	Gov Deals
	Caravan						
						-	

ack

W.T. Jackson, Asst. County Manager

11/3/21

Date

# CUMBERLAND COUNTY EQUIPMENT FOR SURPLUS

Department	Equipment	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
Internal Services – Fleet Management	(4) Two post surface mount vehicle lift	Replaced with new equipment.	N/A	N/A	N/A	\$500.00 Each	Gov Deals
Internal Services – Fleet Management	(1) Four post surface mount drive on vehicle lift	Replaced with new equipment.	N/A	N/A	N/A	\$500.00	Gov Deals
			$\frown$	)	-	_	-

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Tracy Jackson, Assistant County Manager

9/20/21

Date

### CUMBERLAND COUNTY VEHICLES REQUESTED FOR SURPLUS

Department	Vehicle Description	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
Animal Services	2001 Dodge B3500 Van	End of useful life	41,151	2001	AC-101	\$750.00	Gov Deals

antes

Signature

Date

8/10/21



#### FINANCE OFFICE

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/9/2022

#### SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICE

#### **BACKGROUND**

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

Department: Emergency Services Vendor: Cumberland Septic Service, Inc. Services Rendered: May and June 2021 Total Amount: \$1,144.90

Department: Sheriff's Office Vendor: New Day Behavioral Health Center Services Rendered: March and June 2021 Total Amount: \$450.00

Department: Sheriff's Office Vendor: Salisbury Fire Appliance (SFA) Invoice Date: April 30, 2021 Total Amount: \$299.08

Department: Sheriff's Office Vendor: Strickland's Portion-Pak Invoice Date: June 22, 2021 Total Amount: \$4,004.82 Department: Sheriff's Office Vendor: Staples Goods Received: August, September, November, December 2020, January and May 2021 Total Amount: \$1,457.47

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

Management is requesting approval to pay prior year invoices for Emergency Services totaling \$1,144.90 and Sheriff's Office invoices totaling \$6,211.37.

#### **ATTACHMENTS:**

Description Prior Year Invoice - Emergency Services Prior Year Invoice - Sheriff's Office Type Backup Material Backup Material Woodson "Gene" Booth Director



#### **Emergency Services Department**

January 26, 2022

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR A Book

THROUGH: TRACY JACKSON, ASST. COUNTY MANAGER I CONCUR - J.J. Jackson

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY21-22) INVOICE FOR CUMBERLAND SEPTIC SERVICE INC.

Please approve the attached FY21 year's invoices to Cumberland Septic Service Inc. in the total of \$1144.90 for monthly wash and rental of the hand wash units and potties at three different locations for the Coronavirus event that was not paid in 2021. The invoices were never mailed to our address. I was made aware on January 11 that there were invoices that are past due. I have contacted the vendor and the invoices will now be mailed to our agency.

I have verified that the invoice has not been paid and can be absorbed in the current year's budget. There are sufficient funds in the FY22 budget on line 1014195 533301 to cover the cost of the FY21 invoices.

Thank you for your consideration of this request.

/gs

Law Enforcement Center, 131 Dick Street, Room 114 | P.O. Box 1829 | Fayetteville, North Carolina 28301 Phone: 910-678-7688 | Fax: 910-677-5552

cumberlandcountync.gov



### Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

### **MEMORANDUM**

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER POLOUSe

DATE: February 8, 2022

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

We are requesting payment of prior year invoices as follows:

#### New Day Behavioral Health Center, Vendor 4023

Invoice 4464 dated 6/10/21 totaling \$225 to be paid from 1014203-533204 Invoice 4391 dated 3/31/21 totaling \$225 to be paid form 1014200-533204

These invoices are for pre-employment screening of applicants for the Sheriff's Office and Detention Center. It appears these invoices we were via email to a former employee, therefore not received timely. We have verified the services were provided, sufficient funds are currently budgeted, and we should pay these invoices.

#### Salisbury Fire Appliance (SFA), Vendor 4313

Invoice 71879 dated 4/30/21 totaling \$299.08 to be paid from 1014203-533401

This invoice was for service on the fire suppression system at the Detention Center. It appears the invoice was originally mailed to the County's PO Box and may have been misrouted. The vendor contacted the Detention Center regarding payment, at which time we received the invoice. We have verified the service was provided, sufficient funds are currently budgeted, and we should pay this invoice.

#### Strickland's Portion-Pak, Vendor 5107

Invoice 149694 dated 6/22/21 totaling \$4,004.82 to be paid from 1014203-522130

This invoice is for food products for inmate meals at the Detention Center. It appears this invoice was misfiled by Detention Center kitchen staff and not routed to the CCSO Budget Office for payment. When the Food Services Manager was contacted by the vendor regarding payment of this invoice, the mistake was realized and the invoice was then forwarded to the CCSO Budget Office for payment. We have verified the food products were received, ufficient funds are currently budgeted, and we should pay this invoice.

#### Staples, Vendor 4425

Invoice 8061944698/3474783675 dated 5/16/21 totaling \$5.82 to be paid from 1014203-522210 Invoice 8061030906/3467513718 dated 1/22/21 totaling \$141.74 to be paid from 1014203-522210 Invoice 8060951121/3466922827 dated 1/14/21 totaling \$16.26 to be paid from 1014203-522210 Invoice 8060688212/3464775803 dated 12/18/20 totaling \$129.26 to be paid from 1014203-522210 Invoice 8060232193/3461286868 dated 11/05/20 totaling \$620.94 to be paid from 1014203-522210 Invoice 8059813608/3457619033 dated 9/29/20 totaling \$30.42 to be paid from 1014203-522210 Invoice 8059813608/3457619032 dated 9/29/20 totaling \$144.17 to be paid from 1014203-522210 Invoice 8059515409/3455320795 dated 8/29/20 totaling \$368.86 to be paid from 1014203-522210

These orders were placed during a time of several changes in the supervisory role for the Detention Center supply office. We feel these invoices were being emailed to a previous supervisor and did not realize they were outstanding until Staples contacted us regarding past due invoices. We have verified the products were received, sufficient funds are currently budgeted, and we should pay these invoices.

Please contact our office if any additional information is needed. Thank you for your assistance.



#### FINANCE OFFICE

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/13/2022

#### SUBJECT: APPROVAL OF REPORT ON FISCAL YEAR 2021 SUMMARY OF ACTIVITIES FUNDED BY COUNTY ABC FUND CONTRIBUTIONS

#### **BACKGROUND**

In accordance with North Carolina General Statute 18B-805(h), Expenditure of Alcoholism Funds: Funds distributed under subdivisions (b)(4) and (c)(3) of this section shall be spent for the treatment of alcoholism or substance abuse or for research or education on alcohol or substance abuse. The minutes of the board of county commissioners or local board spending funds allocated under this subsection shall describe the activity for which the funds are to be spent. Any agency or person receiving funds from the county commissioners or local board under this subsection shall submit an annual report to the board of county commissioners or local board from which funds were received, describing how the funds were spent.

For fiscal year 2021 collections related to (b)(4) totaled \$139,315; collections related to (c)(3) totaled \$390,642; for a combined total of \$529,957. Alliance Health has reported that multiple provider agencies provided and were paid for substance abuse services totaling \$3,313,201 and served 1,252 substance abuse consumers over the course of fiscal year 2021.

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

Accept the report and include same in the minutes of the February 21, 2022 Board of Commissioners' meeting.

**ATTACHMENTS:** 

Description FY2021 Alliance Health Report on SA Services

Type Backup Material

#### FY21 Summary of Dollars Utilized by Funding Source for Cumberland County Residents

	Medicaid*	State/Federal*	
Total Dollars	\$93,308,822.18	\$11,875,369.68	
	-		

#### FY21 Number of Cumberland County Residents served by Funding Source

	Medicaid*	State/Federal*	
Total Count	13,509	3,201	

#### FY21 Summary of Activities funded by County ABC Funds Contributions

Approximately \$392,000 of the \$4,800,000 Cumberland Allocation are ABC funds allocated for the purposes stated in NCGS18B-805(h).

§ 18B-805. Distribution of revenue.

Expenditure of Alcoholism Funds. - Funds distributed under subdivisions (b)(4) and (c)(3) of this section shall be spent for the treatment of alcoholism or substance abuse, or for research or education on (h) alcohol or substance abuse. The minutes of the board of county commissioners or local board spending funds allocated under this subsection shall describe the activity for which the funds are to be spent. Any agency or person receiving funds from the county commissioners or local board under this subsection shall submit an annual report to the board of county commissioners or local board from which funds were received, describing how the funds were spent.

	Treatment of Alcoholism or Substance	Research or Education on Alcohol or
	Abuse	Substance Abuse
Dollars Utilized	\$3,313,200.59	
# served	1,252	

#### FY21 Summary of Provider Payment Totals by Funding Source (Providers with a Physical Location in Cumberland County)

Provider Name	Medicaid*	State/Federal*	
(see below)	\$	\$	\$

\* A breakdown by disability (MH/DD/SA) and/or age (child/adult) is requested if info is readily available.

Provider Name	Medicaid*	State/Federal/County*	County*
CARE COORDINATOR			38,719.99
Multiple Providers Non-UCR		4,412,409.03	33,178.41
A Caring Home, Inc.	\$72,286.66	-	
A New Leaf Therapeutic Services, PLLC	\$193,766.54	-	
A New Life Services Inc.	\$431.75	-	
A Touch of Grace, Inc.	\$2,960,797.93	-	
ABC Pediatrics of Dunn, PA	\$6,320.95	-	
Abound Health LLC	\$400,625.11	-	
Above & Beyond Care, Inc	\$228,680.48	-	
Access Family Services, Inc.	\$216,399.98	-	
ACI Support Specialists, LLC	\$1,679,174.83	-	
ADG Associates, LLC	\$52,713.92	-	
Adolescent, Child and Adult Psychiatry of Raleigh, PA	\$267.88	-	
Advance Behavioral Center, Inc	\$27,080.52	-	
Agape Unit Care Services, Inc.	\$398,635.20	-	
Alamance Regional Medical Center	\$3,501.87	-	
Alexander Youth Network	\$1,541,740.51	-	
All God's Children of Burlington, LLC	\$73,497.58	-	
Ambleside, Inc.	\$192,618.22	-	
Anthony R Mangiardi PH.D.	\$7,890.08	-	
ASIC Behavioral Health, PLLC	\$10,159.46	-	

#### County\* \$4,753,935.32

County\* n/a

County\*

Aspirations and Miracles Community Support, LLC	\$9,703.28	-	
Aspire Supportive & Counseling Services, LLC	\$88,821.39	_	
ATS of North Carolina, LLC dba Carolina Treatment Center - Fayetteville	\$978,698.41	1,573,615.72	
Autism Society of North Carolina, Inc.	\$2,480,924.44	19,423.79	
B & D Integrated Health Services	\$127,465.51	-	
Barium Springs Home for Children Inc. dba Children's Hope Alliance	\$138,833.32	_	
BAYADA Home Health Care, Inc.	\$323,723.07	-	
Behavior Change Agents, LLC	\$189,554.72	-	
Behavior Learning Tree, LLC	\$101,232.75	-	
Behavioral Counseling & Psychological Services, PA dba The DWI Center	\$391,003.68	-	
Best Day Psychiatry and Counseling, PC	\$604,228.50	-	
Better Beginnings Healthcare Solutions, LLC	\$220.00	-	
Beverly Wicker	\$488.46	-	
Bladen Healthcare LLC	\$1,691.22	-	
Bob Inman Inc. dba Inman Home Health	\$752,876.26	-	
Brighter Dayz, LLC	\$10,619.48	-	
Brunswick Community Hospital dba Novant Health Brunswick Medical Center	\$611.71	-	
Brynn Marr Hospital, Inc.	\$637,436.78	-	
C & C Outreach Services, LLC	\$98,130.25	-	
Caldwell Memorial Hospital	\$166.89	-	
Cape Fear Behavioral Health Center, LLC	\$553,028.40	-	
Carobell, Inc.	\$130,194.64	-	
Carolina Behavioral Care, PA	\$12,554.48	-	
Carolina Center for Autism Services, LLC	\$1,688,365.77	-	
Carolina Community Support Services, Inc.	\$551,193.61	-	
Carolina Outreach, LLC	\$3,353,534.75	591,766.31	
Carolina Partnership in Mental Healthcare dba MindPath Care Centers	\$790.54	-	
Carolina Psychiatry P.C.	\$285,286.29	-	
CarolinaEast Medical Center	\$612.98	-	
CAROLINAS HOME CARE AGENCY	\$99,237.86	-	
Carolinas Medical Center dba Atrium Health Behavioral Health	\$38,043.46	-	
Carter Clinic PA	\$811,189.03	25,684.01	
Caswell Developmental Center	\$4,718,703.72	-	
Catawba Valley Medical Center	\$136.44	-	
Central Community Services, LLC	\$11,948.94	-	
Central Regional Hospital	\$415,554.00	-	
CFVHS ED PHYSICIANS	\$131,225.33	-	
Changing Outcomes, LLC	\$135,593.01	-	
Cherry Hospital	\$1,661,345.00	-	
Chester M. Martin dba Biblical Counseling Services	\$33,479.03	-	
Chestnut Hill Mental Health Center dba Springbrook Behavioral Health	\$337,677.34	-	
Children Under Construction Treatment Center, Barnes Inc.	\$55,171.48	-	
Children's Home Society of NC	\$46,529.00	-	
Clinical Counseling and Consulting Services, PLLC	\$142,683.85	-	
Coastal Behavior Health Services, Inc.	\$38,555.56	-	
Coastal Carolina Neuropsychiatric Center, PA	\$959,955.21	-	
Coastal Horizons Center, Inc.	\$32,520.18	-	
Columbus Regional Healthcare System	\$2,897.41	-	
Community Alternative Housing, Inc.	\$1,446,975.11	5,182.24	
Community Based Developmental Services, Inc.	\$677,620.31	24,568.86	


Community Care Service, LLC	\$6,747.00	-	
Community Connections Healthcare Services, LLC	\$546,795.48	-	
Community Innovations, Inc.	\$203,011.12	-	
Community Partnerships, Inc.	\$965.00	-	
Community Support Agency, LLC	\$18,500.49	-	
Cornerstone Treatment Facility Program, Inc.	\$484,573.95	-	
Cornerstone Treatment Facility, Inc.	\$189,839.04	-	
Cottage Health Care Services, Inc.	\$5,112.91	-	
Counseling Services, Inc.	\$165.51	-	
Crandells Enterprises, Inc.	\$2,181.78	-	
Cumberland County Communicare, Inc.	\$38,369.06	23,495.66	
Cumberland County Hospital System, Inc. dba Cape Fear Valley Health System	\$2,781,600.96	3,374,930.04	
Cumberland Residential & Employment Services & Training Inc	\$150,319.75	328,029.92	
D & L Health Care Services, Inc.	\$646,023.31	-	
Daymark Recovery Services, Inc.	\$7,232.95	-	
Disciple 4 Life, LLC	\$1,744.88	-	
Diverse Family Services, LLC	\$220,868.19	-	
DLP Central Carolina Medical Center LLC	\$398.71	-	
DLP Maria Parham Medical Center, LLC	\$2,841.11	-	
DLP Wilson Medical Center	\$192.87	-	
Do Not Use-The Charlotte-Mecklenburg Hospital dba Atrium Health	\$1,123.06	-	
Doctors Making Housecalls-Psychiatric Medicine	\$2,395.84	-	
Drake Therapy Services, PLLC	\$452.25	-	
Duke University Affiliated Physicians, Inc.	\$81.40	-	
Duke University Health System - Duke Regional	\$40,473.85	-	
Duke University Health System - Institutional	\$38,799.92	9,000.00	
Duke University Health System - Med Prof	\$4,210.60	-	
Dunn Psychological Associates, PA	\$124.13	-	
Durham Exchange Club Industries, Inc.	\$44.84	-	
Eagle Healthcare Services, Inc.	\$12,262.98	-	
East Carolina Psychiatric Consultants, PLLC	\$1,539.11	-	
East Carolina University dba ECU Physicians	\$10,521.17	-	
Easter Seals UCP North Carolina & Virginia, Inc.	\$915,775.28	113,395.47	
Educare Community Living Corporation - NC dba Community Alternatives North Carolina	\$55,448.42	-	
Elite Care Service Inc.	\$863,048.22	15,535.24	
Ellen Scherling-Morales	\$10,479.28	-	
Elvira Yanez, LCSW	\$1,886.72	-	
Emergency Coverage Corporation	\$51.35	-	
Employment Source Inc	\$52,768.15	32,887.79	
Eric Gabriel, LPA	\$2,700.00	-	
Excalibur Youth Services LLC	\$428,519.07	-	
Falcon Crest Residential Care, Inc.	\$256,312.67	-	
Family Behavioral Health, PLLC	\$667.65	-	
Family Services of America Corporation	\$423,612.46	-	
Fayetteville Area Health Education Foundation, Inc. dba Southern Regional Area Health E	\$83,684.88	-	
Fellowship Health Resources, Inc.	\$124.13	-	
Fernandez Community Center, LLC	\$5,044.02	-	
Fidelity Community Support Group, Inc.	\$10,485.10	-	
Firm Foundation, Inc.	\$895,668.21	-	
FirstHealth of the Carolinas, Inc dba FirstHealth Moore Regional Hospital	\$28,768.21	-	


Fortitude Counseling Associates, PLLC	\$12,768.00	-	
Foundation Strong, LLC	\$27,107.62	-	
Freedom House Recovery Center, Inc.	\$1,621.08	7,474.17	
Fresh Start Residential Facility, Inc	\$196,189.72	-	
Gaston Memorial Hospital, Inc. dba Caromont Regional Medical Center	\$6,868.96	-	
Geertina Ellis, LPA	\$31,237.50	-	
Goldsboro Emergency Medical Specialists, Inc.	\$142.93	-	
Good Hope Hospital	\$59,604.27	-	
Graham, Moore & Clark, LLC	\$2,132.78	-	
Great Expectations Day Facility and Enrichment Program, LLC	\$1,819,678.73	-	
Greater Image Healthcare, Corp.	\$631,861.90	175,847.48	
Guardiantrac, LLC dba GT Independence	\$332,436.11	-	
Haire Enterprises, LLC	\$1,908,006.79	229,476.51	
Halifax Regional Medical Center	\$29,326.50	-	
Harnett Emergency Physicians, PLLC	\$574.36	-	
Harnett Health System, Inc. dba Betsy Johnson Hospital	\$27,457.56	-	
Haymount Institute for Psychological Services, PLLC	\$971,823.44	-	
Healing Hearts Therapeutic Services	\$288.19	-	
Heart to Heart Counseling and Wellness Center, PLLC	\$13,455.00	-	
High Point Regional Health Systems	\$1,855.80	-	
Hilltop Home, Inc.	\$661,008.60	-	
Hoke Emergency Group PC	\$3,307.06	-	
Hoke Healthcare LLC	\$31,980.79	-	
Holly Hill Hospital, LLC	\$586,731.53	69,647.98	
Hope Services, LLC	\$16,764.91	-	
Hope-Thru-Horses, Inc.	\$46,342.25	-	
Horizons Residential Care Center	\$141,863.40	-	
I Innovations, Inc.	\$111,003.93	-	
Independent Living Group Home LLC	\$60,500.98	-	
Inner Pathways LLC	\$22,813.71	-	
Innovation Therapies, PLLC	\$6,962.98	-	
InPatient Consultants of North Carolina, P.C.	\$1,565.85	-	
Insight Family Center LLC	\$4,035.58	-	
Inspirationz, LLC	\$334,363.41	-	
Integrated Behavioral Healthcare Services, PA	\$140,091.98	104,195.08	
IntelliChoice Staffing, LLC	\$1,318.00	-	
J. Z. Wang Psychiatric Service, P.C.	\$3,674.21	-	
J.B. Childers MD PLLC	\$23,130.52	-	
Jeanette Purifoy dba Michael's World	\$262,680.12	-	
Joanna P. Evans, LCSW, PLLC	\$329.21	-	
Johnston County Industries, Inc.	\$2,859.64	-	
Johnston County Public Health Department	\$599.48	118.67	
Johnston Health Services Corporation	\$20,088.09	27,750.01	
Johnston Psychiatric Associates, P.A.	\$431.37	-	
Johnston Recovery Services	\$8,683.20	6,301.64	
Joseph's Community Support Services, Inc.	\$102,393.45	-	
Journeys in Mental Health & Wellness, PLLC	\$574.21	-	
Juanita Harding	\$94,576.51	-	
Kaleo Supports, Inc.	\$945,045.10	-	
Keshavpal Reddy, MD	\$21,045.12	-	


Key Autism Services, NC LLC	\$531.20	-	
Keystone WSNC, LLC dba Old Vineyard Behavioral Health Services	\$356,256.17	-	
Kidspeace National Centers of North America, Inc.	\$513,171.03	-	
KV Consultants & Associates, Inc.	\$8,642.44	5,640.50	
Kyseem's Unity Group Home	\$33,633.00	-	
LaKeisha Ward	\$8,625.53	-	
Lawrence A. Ellsworth, LCSW, PLLC	\$2,142.43	-	
Lenoir Memorial Hospital	\$644.31	-	
Life Changez, Inc.	\$317,423.50	-	
Life Net Services, LLC	\$192,272.98	-	
Life Opportunities Therapeutic Home Services, LLC	\$136,971.99	-	
Life, Inc.	\$110,565.09	-	
LifeSource of North Carolina, Inc.	\$7,141.76	-	
LifeSpan ABA Inc	\$222,254.17	-	
Lifetime Counseling Services, PLLC	\$9,198.28	-	
Lighthouse Counseling Center and Associated Therapeutic Services, LLC	\$485,118.92	-	
Lindley Habilitation Services, Inc.	\$105,258.71	-	
Lisa V Wachter MS LPC NCC PLLC	\$248.26	-	
Living At Peace, PLLC	\$1,271.47	-	
Living Well Behavioral Health, Inc.	\$184,048.91	-	
Living With Autism Inc	\$116,901.98	_	
Living Your Dream LLC	\$17,248.28	-	
Love Life Counseling Services, PLLC	\$10,469.25	-	
Lutheran Family Services in the Carolinas	\$267,590.36	-	
Lutrino M. Blalock LPA	\$601.29	-	
Mabel Stellato LPC	\$28,678.98	-	
Makin' Choices, Inc.	\$469,704.84	-	
Marcelo E. Lopez-Claros MD	\$3,807.59	-	
Martin Weinrauch, PA	\$7,021.68	-	
Maxim Healthcare Services, Inc.	\$1,746,688.71	-	
McLeod Medical Center - Dillon	\$592.90	-	
MCPC-11, LLC dba FirstHealth Behavioral Services	\$2,808.94	-	
Mending Minds Behavioral Health, PLLC	\$30,755.84	-	
Metro Treatment of North Carolina, L.P.	\$298,816.60		
Mid-State Health Systems, Inc.	\$859,758.30		
Moments Matter Therapeutic Solutions, PC	\$1,890.00		
MONARCH	\$209,324.61	64,487.26	
Morse Clinic of North Raleigh, PC	\$381.80	-	
Multi-Therapeutic Services, Inc.	\$104,422.02		
Murdoch Developmental Center	\$1,595,216.28		
Nash Hospitals, Inc.	\$30,280.59		
NC Recovery Support Services, Inc.	\$11,957.32	12,577.84	
New Day Behavioral Health Center, PC	\$11,957.52	12,377.04	
New Hanover Regional Medical Center	\$98,788.86		
New Hope Carolinas, Inc.	\$408,282.30		
New Leaf Behavioral Health	\$3,495.06	-	
New Possibilities Home for Children, LLC	\$55,171.08	-	
NHCS Physicians Inc	\$3,429.63		
Norman L. Collins, LCSW	\$2,934.78	-	
North Brevard County Hospital District	\$1,864.62	-	

\$5,646.86	-	
\$239.07	-	
\$3,869.56	-	
\$526,120.02	-	
\$243,300.26	-	
\$382.52	-	
\$4,821.84	-	
\$7,644.00	-	
\$3,631,638.76	-	
\$2,152.32	-	
\$365,526.57	-	
\$24,771.35	-	
\$88,377.81	-	
\$436,062.64	-	
\$4,126.60	-	
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RHA Health Services NC, LLC	\$7,686,759.42	76,605.50	
RHA Health Services, Inc.	\$1,665.94	595.93	
Roanoke Chowan Hospital	\$6,043.28	-	
Robert C. Pennebaker, PLLC	\$84,789.81	-	
Robeson Emergency Physicians PLLC	\$1,487.93	-	
Robeson Health Care Corporation	\$40,541.00	-	
Robyn F. Ezzell	\$370.22	-	
Rouses Group Home Inc	\$454,136.60	-	
S & T WeCare Incorporated	\$150,908.32	-	
Sage Institute, PLLC	\$8,290.09	-	
Sampson Regional Emergency Professional Services	\$967.71	-	
Sampson Regional Medical Center, Inc.	\$4,928.47	-	
Sandhills Emergency Physicians PA	\$4,009.40	-	
Saving Grace Outreach Inc	\$15,117.80	-	
SBH-Raleigh, LLC dba Strategic Behavioral Center - Garner	\$142,440.57	-	
SBH-Wilmington, LLC dba Carolina Dunes Behavioral Health	\$321,404.69	-	
Scotland Memorial Hospital, Inc.	\$1,353.74	-	
Second Chance Counseling Services, PLLC	\$102,051.01	-	
Securing Resources for Consumers, Inc.	\$124.13	-	
Senior Health and Education Partners PLLC	\$17,832.05	-	
Serenity Therapeutic Services, Inc.	\$1,545,865.87	115,660.86	
Sherisse K. Bailey LPC, LCAS	\$124.13	-	
ShineLight, Inc.	\$578,738.70	-	
Sierra's Residential Services, Inc.	\$326,688.74	-	
Sigma Health Services, LLC	\$2,146.59	-	
Sims Consulting & Clinical Services, Inc.	\$1,436.63	-	
Skill Creations, Inc.	\$125,817.18	-	
Sophia B. Pierce & Associates, Inc.	\$1,021,507.17	-	
Southeastern Communication and Swallowing Specialist	\$289.44	-	
Southeastern Healthcare of North Carolina, Inc.	\$27,390.96	-	
Southeastern Regional Medical Center	\$99,027.71	-	
Southlight Healthcare	\$25,589.84	31,699.91	
Specialized Services & Personnel, Inc.	\$93,534.20	-	
Speech Connections LLC	\$568,838.56	-	
Spigner Management Systems dba BJ Hill and Associates	\$146,554.70	-	
Stan B Treatment Services, Inc.	\$1,204.39	-	
STEPS for Recovery, LLC	\$22,350.00	-	
Steps Toward Success, PLLC	\$10,343.27	-	
Structured Family Interventions, LLC	\$5,270.76	-	
Sunrise Clinical Associates, PLLC	\$274,243.78	-	
T.L.C. Home, Inc.	\$271,832.76	-	
The Alpha Management Community Services, Inc.	\$36,241.19	-	
The Arc of North Carolina, Inc.	\$174,024.10	-	
The Bruson Group, Inc.	\$81,695.59	-	
The Carolinas Emergency Group, PLLC	\$2,215.28	-	
The Center for Creating Opportunities LLC	\$13,535.04	-	
The Charlotte Mecklenburg Hospital Authority	\$6,031.35	-	
The Enhancement Center, Inc.	\$17,796.93	-	
The HOPE Centre for Advancement, LLC	\$124.13	2,556.60	
The Loving Home Incorporated	\$473,022.22	-	


\$56,550.63	-	
\$9,416.14	-	
\$8,491.28	-	
\$14,038.65	-	
\$48,126.40	16,991.04	
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\$6,970.33	-	
\$346,950.97	-	
\$3,344.68	-	
\$115,253.10	-	
\$337.50	-	
\$1,243.86	-	
\$606.58	-	
\$103,847.43	-	
\$307.62	-	
\$1,063.60	-	
\$3,341.13	-	
\$978.11	-	
\$77,342.37	-	
\$3,043.91	-	
\$105,572.23	-	
\$4,988.50	-	
\$1,498.00	-	
\$6,864.43	-	
\$50,652.28	1,710.38	
\$99,987.74	39,912.79	
\$4,434.56	-	
\$376,015.69	-	
\$52,485.16	-	
\$426,131.65	19,572.66	
\$34,666.64	-	
\$276,604.86	-	
\$300,093.05	-	
\$2,312.73	-	
\$3,642.65	-	
\$146.26	-	
\$1,535.31	-	
\$5,983.06	-	
\$486,868.83	-	
\$100,377.31	-	
\$931.73	-	
\$4,243.75	-	
\$7,557.60	6,323.20	
\$1,576.97	-	
\$29,640.11	-	
\$9,180.00	-	
\$1,882.56	-	
\$1,302.86	-	
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	93,308,822.18	11,875,369.68	4,753,935.32
Youth Villages, Inc.	\$768,373.94	-	
Youth Enrichment Group Home, Inc.	\$17,885.26	-	
Youth Builders, LLC	\$176,339.26	-	
Yelverton's Enrichment Services, Inc.	\$1,046,165.84	-	
Winston Psychiatric Associates, PA	\$23,085.31	-	



#### **BUDGET DIVISION**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 2/15/2022

#### SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE FEBRUARY 21, 2022 BOARD OF COMMISSIONERS' AGENDA

#### **BACKGROUND**

#### **General Fund 101**

# 1) Sheriff's Office Grants – Budget Ordinance Amendment B220228 to recognize and accept grant awards in the amount of \$182,691 from the United States Department of Justice and \$3,013 from the North Carolina Department of Public Safety

The Board is requested to approve Budget Ordinance Amendment B220228 in the amount of \$182,691 as follows: \$27,810 for the Cumberland County Sheriff's Office and \$154,881 for the Fayetteville Police Department. The allocation of funds is determined by the United State Department of Justice and is based on population. These funds will be used for air card services to provide mobile internet services in vehicles. The North Carolina Department of Public Safety has awarded \$3,013 for a Homeland Security Grant. These funds will be used to purchase a face shield for the bomb squad.

Please note this amendment requires no additional county funds.

### 2) Animal Services – Budget Ordinance Amendment B220318 to recognize insurance funds in the amount of \$10,917 from State Farm Mutual Automobile Insurance Company

The Board is requested to approve Budget Ordinance Amendment B220318 to recognize insurance funds in the amount of \$10,917 from State Farm Mutual Automobile Insurance Company. These funds will be used to repair the 2004 Ford Econoline Wagon XL E-350 Super E35.

Please note this amendment requires no additional county funds.

#### 3) Department of Social Services Other – Budget Ordinance Amendment B220202 to recognize funds in the amount of \$342,500 from the North Carolina Department of Health and Human Services, Division of Social Services

The Board is requested to approve Budget Ordinance Amendment B220202 to recognize funds from the North Carolina Department of Health and Human Services, Division of Social Services in the amount of \$342,500. These funds will be used to assist eligible foster teens and young adults up to age 21 who are or were in foster care as teens to help successfully transition to self-sufficiency.

Please note this amendment requires no additional county funds.

### 4) Library Grants – Budget Ordinance Amendment B220341 to recognize and accept a grant award in the amount of \$10,000 from the American Library Association

The Board is requested to approve Budget Ordinance Amendment B220341 to recognize and accept a grant award from the American Library Association in the amount of \$10,000. These funds are for the specific library project: Through Literacy Speaks, Resilience & Writing. The project will purchase books for students at Ramsey Street High School where a book and writing club will be established and an author will be hired to coach on writing skills.

Please note this amendment requires no additional county funds.

#### **Education Fund 106**

### 5) School Capital Outlay Category I – Budget Ordinance Amendment B220503 in the amount of \$3,000,000 for capital outlay

The Board is requested to approve Budget Ordinance Amendment B220503 in the amount of \$3,000,000 for capital outlay. Due to delays in the State of North Carolina adopting its budget, the Cumberland County Board of Education did not adopt its FY22 budget until February 8, 2022. This revision is to update the school capital outlay from the Cumberland County Board of Education's original request to the adopted budget.

Please note this amendment requires no additional county funds.

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

Approve Budget Ordinance Amendments



#### PUBLIC LIBRARY AND INFORMATION CENTER

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FAITH B. PHILLIPS, LIBRARY DIRECTOR

DATE: 2/16/2022

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

#### **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 work force 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.

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

This item was discussed at the February 10, 2022 Agenda Session and the following action was approved to move forward as a Consent Agenda Item:

Approval to waive Library card fees for Cumberland County employees in support of the CC Reads initiative.

#### **ATTACHMENTS:**

Description CC READS Proposal Type 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 BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 2/10/2022

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

#### **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**

At the February 10, 2022 Agenda Session the Board approved moving the following action to the February 21, 2022 Board of Commissioners' Regular 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 and wrap around services.

#### **ATTACHMENTS:**

Description MOA NCEM Non-Congregate sheltering

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 <u>County of Cumberland</u> [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 <u>https://www.fema.gov/sites/default/files/2020-</u>

<u>06/procurement\_during\_ee\_circumstances\_factsheet\_ea\_031820.pdf</u>. 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
- $\mathbf{V}$  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

Date

#### ORGANIZATION

\_\_\_\_\_ Name

Authorized Signature, [Insert Title]

\_

Name Authorized Signature, [Insert Title]

Date

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Attachment A: 2 C.F.R Part 200 Contract Provisions

**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 for 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' 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.
- 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 ORGANZATION, 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 ORGANZATION'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 ORGANZATION'S employees or members of its board or other governing body, from ORGANZATION'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 BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/13/2022

# SUBJECT: CONTRACT FOR PROFESSIONAL AUDITING SERVICES

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

# **RECOMMENDATION / PROPOSED ACTION**

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:**

DescriptionTypeBid RecommendationBackup Material22-12-CTY Bid score sheetBackup Material22-12-CTY bid tabBackup MaterialLGC standard Contract to Audit AccountsBackup Material



# Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

appreudie nerus.
Date: 2/10/21 Department: Financial Services
Bid Description (If additional space necessary, may attach a separate sheet):Professional Audit Services
Amount of Bid Award (or estimated contract amount): <u>\$140,600</u> (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)
Budgeted Amount for Project: Original Budget (Y/N): Y or Budget Revision #:
Budget Line: Org Object Code: Project Code:
Department Bid Award Recommendation (specify the vendor):
Professional Audit Services bid award (RFP22-12-CTY to Cherry Bekaert for fiscal years ending 2022, 2023 and 2024
<b>Justification</b> (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.): 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.
Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? If so, which committee? on what date? (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.) Recommended By:
Reviewed and Accepted By:
This is within the County Manager's authority to approve range $\Box$ This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC $\Box$
Date: 2/11/22 committee:

County Purchasing Manager

V

SAM CHECKED DOA CHECKED IRAN CHECKED FOR PURCHASING ONLY BELOW THIS LINE

# 22-12-CTY PROFESSIONAL AUDITNG SERVICES COST SUMMARY

Primary Government Unit - Cumberland County	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
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 <i>,</i> 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

# 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

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 be 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:

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

Email Address:

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	e
(not applicable to hospital contracts)	<b>\$</b>

#### 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 BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/13/2022

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

# **BACKGROUND**

During the February 10, 2022 Agenda Session meeting, the finance director provided an update regarding the need to re-issue the fiscal year 2021 Annual Comprehensive Financial Report (ACFR). 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, resulted 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 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. The also added a note disclosure on page F-62 describing the reason for re-issue. The updated FY2021 ACFR is now posted to the County's website.

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 by the end of February. There was no additional cost incurred to re-issue the report.

# **RECOMMENDATION / PROPOSED ACTION**

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



# ENGINEERING AND INFRASTRUCTURE DEPARTMENT

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

# TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 2/16/2022

# SUBJECT: FORMAL BID AWARD FOR HEADQUARTERS LIBRARY BOILER REPLACEMENT

#### **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**

This item was presented at the February 10, 2022 Board of Commissioners Agenda Session and forwarded as a Consent 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.

Authorize the County Manager to approve all change orders.

#### **ATTACHMENTS:**

Description Addendum #1

Type Backup Material Addendum #2 Addendum #3 Project Bid Tab Haire Bid Bass Bid Backup Material Backup Material Backup Material Backup Material



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.

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

cumberlandcountync.gov



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# 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 **<u>2:00 pm</u> on <u>Friday, January 28<sup>th</sup>, 2022</u>**. Bids will still be received via email directly to <u>jbutler@co.cumberland.nc.us</u> 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

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# 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.

# 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.

#### BID

THAT: The Bidder a	THAT: The Bidder acknowledges receipt of the following Add			endum(s):
the work in accordance with written s	scope of we	ork set fort f Boilers at	r, and equipment and to install complete in pla th in and pursuant to all terms of the Decem t Cumberland County Headquarters Library a se attached hereto.:	ber
Description		QTY	Amount	
Replacement of Boiler at Headquarter	rs Library	1 LS		
Submitted, this day of		, 2022.		
			CONTRACTOR	-
	By:	(Signatur	re of Person, Firm or Corporation making Bi	d)
(Seal - If Bid is by a Corporation)	Title:			
Attest:	_			
	Addres	s:		-
	License	 e 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



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

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#### TO CUMBERLAND COUNTY NORTH CAROLINA

The undersigned hereby signifies that it is HATER PLUMBING + MELANTEM CA, TH.

(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

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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.

#### BID

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  $\frac{\frac{1}{1}}{0.000} \frac{1}{1000} \frac{1}{1$ 

Submitted, this <u>26</u> day of <u>5 ANUAR</u>, 2022.

HATRE PLUM.35NE + MECH, CO., INC. CONTRACTOR Richard Heine

By:

Title:

(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation)

Attest:

Address:	367 WINSLOW ST	
	FAY, NL 28301	
License No	o. PH 4230	
Phone:	(910) 483-1421	-



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.

#### 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:

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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.

BID

THAT: The B	idder acknowledges receipt of the following Addendum(s):
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	s Library	1 LS	\$ 134,650.00
Submitted, this 28th day of Janua	ary	, 2022.	
		Bass Air Condition	oning Company, Inc
			CONTRACTOR
	By:	Eddie West (Signature of Person,	<u>Caldie West</u> Firm or Corporation making Bid)
(Seal - If Bid is by a Corporation)	Title:	Estimator	
Attest: <u>Kelly Hill</u>	•		
	Address	3261 Natal St Fayetteville NC	28306
	License	No. 33586	
	Phone:	(910) 424-3570	
i di tang <sup>a</sup> d			



# ENGINEERING AND INFRASTRUCTURE DEPARTMENT

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

# TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 2/16/2022

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

#### **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 Qualifications 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 \$247,500.

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**

This item was presented at the February 10, 2022, Board of Commissioners Agenda Session and forwarded as

a Consent Item.

Approval of proposal from the Wooten Company based on the Qualifications Based Selection List with the approved amount not-to-exceed \$247,500 and authorize the Chairman to execute the agreement once the contract has been approved for legal sufficiency.

# **ATTACHMENTS:**

Description

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



January 11, 2022

120 N. Boylan Avenue Raleigh, NC (919) 828-0531

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/steams 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

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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. <u>Kick-off Meeting/Initial site Visit:</u> 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. <u>Easement Assess/Right-of-Entry</u>: 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. <u>Title Searches/Land-Ownership</u>: 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. <u>Design and Permitting:</u> 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 subconsultant, 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. <u>Bid documents</u>: 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.



- 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. <u>Observations/Construction Documentation</u>: 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. <u>Contract Management</u>: 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. <u>Progress Reports/Meetings</u>: 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. <u>Construction Close-out</u>: 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 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. <u>Regulatory Permitting Services:</u> 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 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 know 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 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 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.



#### **Proposed Fees**

We propose to provide the civil engineering services for the project as outlined above on an hourly basis. For budgeting purposes with 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

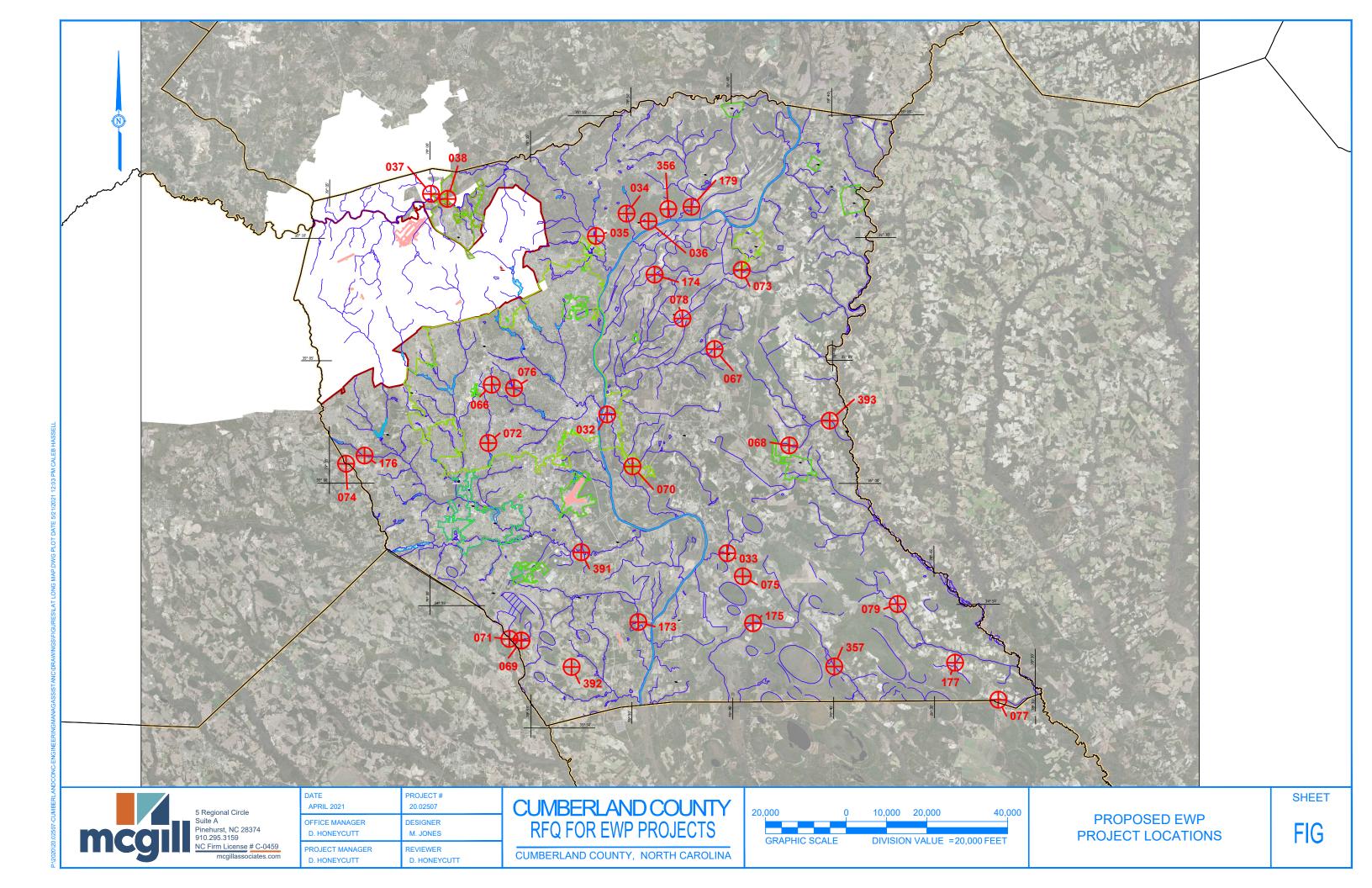
Cc: Lester Lowe, PE

Attachments

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



DBR#	Date of Report	LAT	LONG	Drainage Name	Sife Name	Damage Description	Proposed Aoton	Level of Work	Estimate
	0.000		-			Breambank Brosion, trees and debris in streamand fooding	Obaring and Bragging/Breambank Stabilization	HC PE Sealed Design, HCDEQ Permitting and Ucensed Site	Cost
37-09-18-5038-032	9122019	3.046636	-78863429	Locks Creek	Autry			Contractor required	\$ 389200
17-09-18-5038-033	262019	34.952118	-78754368	Cape Fear	Gedar Creek Vic Bryde Road-Unnamed	Eown trees and debris in and round Cedar Creek	Obaring and Snagging	Razardous Debris Removal	\$ 138,240
17-68-18-6038-034	¥132019	35, 183364	-78837108	Cape Fear River	Trib	Falen tree and debris in and across the stream channel	Cearing and Bnagging	Razardous Debris Removal	\$ 3,000.
17-02-18-5038-035	26/2019	3.168108	-78862566	100 A	Ramsey Street-Carvers Creek	Cown trees and debris in the stream channel	Cearing and Bnagging	Razardous Debris Removal	\$ 18,900
17-08-18-6038-036	262019	3. 178 159	-78818864		Socomb Road-Unnamed Trb to Cape	Falen trees and stream bank erosion	Obaring and Bhagging	Razardous Debris Removal	\$ 15,300
17-08-18-6038-037	24/2019	15.196928	-78999247		Vass Road-Unnamed Trib to Little River	Falen trees it and over the stream	Obaring and Bhagging	Razardous Debris Removal	\$ 53,000
17-08-18-5038-038	24/2019	3.153479	-78985589	Litte River	W Manchester-Little River	Falen phe tree upstream of Atersection of Manchester Road and Little River	Obaring and Bragging	Razardous Debris Removal	\$ 3,000.
						Falen trees 6 and over the stream, sediment 6 the stream	Cearing and Bnagging/Bedment	HC PE Sealed Design, HCDEQ Permitting and Ucensed Site	
17-09-18-6038-066	2/28/2019	3.066947	-78948908	Branson Creek	Barceóna Dr Branson Cr	and stream bank erosion	Femoval/Breambank Stabilization	Contractor required	\$ 10,000
37-09-18-6038-067	2/28/2019	3.09103	-78764364	Feece Creek	Eaywood Rd Reece Cr	Falen trees fi and over the stream	Obaring and Bhagging	Razardous Debris Removal	\$ 4,000.
17-09-18-6038-068	2/21/2019	3.025289	-7870275	Buck Creek	Buck Cr Magnolla Rd	Falen trees h and over the stream	Obaring and Bhagging	Razardous Debris Removal	\$ 3,000.
17-09-18-5038-069	2132019	14.89289	-78924587	Unnamed Trib to Cdd Creek	Canady Pond Rd Unnamed Trib	Falen trees it and over the stream down stream of Canady Pond	Obaring and Bhagging	Hazardous Debris Removal	\$ 4,000.
17-09-18-5038-070	2292019	3.011283	-78832488	Locks Creek and Unnamed Trib	Cedar Cr Rd Locks Cr	Cowned trees and other debris are in and/or over the stream. There is also eroson and stream turbdity.	Obaring and Bhagging	Hazardous Debris Removal	\$ 269299
17-09-18-5038-071	2132019	4.853991	-78934437	Cdd Camp Creek	Cound IRd Cold Camp Cr	Falen trees it and over the stream down stream and a teaver dam is located upstream of John McMilan Road	Obaring and Bhagging	Razardous Debris Removal	\$ 4,000.
17-09-18-5038-072	2/28/2019	3.027345	-78951818	Branson Creek	Coventry Rd Buckhead Cr	Falen trees h and over the stream. Bediment in the stream.	Obaring and Bhagging/BedimentRemoval	HCDBQ Permitting and licensed Site Contractor required	\$ 21,000
17-09-18-6038-073	2/20/2019	:5. 1448.16 (was 34)	-78741735	Rea Hill	Rea HII Dr Wade Site	Trees down, Debris in the Creek, Brosica, Stream Turbidity	Céaring and Snagging/Streambank Stabilization	HC PE Sealed Design, HCDEQ Permitting and licensed Site Contractor required	\$ 40,000
17-09-18-5038-074	2/28/2019	3.013242	-79069554	Stewart Creek	Gaàtla Church Rd Stuart Cr	Falen trees it and over the stream	Cearing and Bnagging/BedimentRemoval	HCDBQ Permitting and licensed Site Contractor required	\$ 4,000.
17-09-18-5038-075	2282019	4.936299	-78741472	Unnamed Trib to Cedar Creek	HWS3 McNmon Rd	Falen trees h and over the stream	Obaring and Bhagging	Razardous Debris Removal	\$ 5,500.
17-09-18-6038-076	2/28/2019		-78930597	Bransch Creek	Vorganton Rd Hybarts Br Banson Cr	Falen trees it and over the stream. Sediment in the stream and stream bankerosion.	Céaring and Snagging/Sedment Femoval/Streambank Stabilization	HC PE Sealed Design, HCDEQ Permitting and licensed Site Contractor required	\$ 52,700
37-09-18-5038-077	322019	34.861727	-78630669	Peters Creek	Peters Cr	Falen trees h and over the stream	Cearing and Bhagging	Hazardous Debris Removal	\$ 22,800
17-09-18-6038-078	2/20/2019	5.111943	-78790913	Gum Log Canal	R 295 Underwood Rd Gum Log Canal	Falen trees h and over the stream	Obaring and Bhagging	Hazardous Debris Removal	\$ 65,244
17-09-18-6038-079	¥1 ¥2019	34.9170694	78.6136234	Beaver Dam Creek	Spencer Rd Beaver Dam Cr	Falen trees it and over the stream	Cearing and Bnagging	Razardous Debris Removal	\$ 4,000.
17-09-18-6038-173	¥22/2019	14.905365	-78827927		Butter Hursery Rd Grays Cr	Cowned trees and other debris are in and/or over the stream. There is also eroson and stream turbdity.	Cearing and Bnagging	Razardous Debris Removal	\$ 12,000
17-09-18-5038-174	¥22/2019	3.141762	-78813966	02 03	Calle Rd Ditch	Cowned trees and other debris are in and/or over the stream. There is also eroson and stream turbdity.	Obaring and Bhagging	Razardous Debris Removal	\$ 25,000
17-09-18-5038-175	¥22/2019	34.904396	-78733131			Cowned trees and other debris are in and/or over the stream. There is also eroson and stream turbdity.	Céaring and Bhagging	Hazardous Debris Removal	\$ 25,000
17-09-18-5038-176	¥22/2019	3.018795	7205423	Litte Rockfish	Little Rodafish-Oillis Hill Rd	Cowned trees and other debris are in and/or over the stream. There is also eroson and stream turbdity.	Obaring and Bhagging	Hazardous Debris Removal	\$ 12,900
17-02-18-5038-177	¥22/2019	4.877062	-78566255		HW210 Beaver Dam Cr Trib	Cowned trees and other debris are in and/or over the stream. There is also eroson and stream turbdity.	Obaring and Bhagging	Razardous Debris Removal	\$ 3,000.
37-09-18-5038-179	3222019	3.187908	-78783249		Sloomb Rd Trib	Downed trees and other debris are in and/or over the stream.	Obaring and Bhagging	Hazardous Debris Removal	\$ 2,000.
37-09-18-5038-356	4/21/2019	3. 186428	7880253	Tito of the Cape	Socomb Rd Unnam Trib	There is also eroson and stream turbility. Downed trees and other debris are in and/or over the stream.	Obaring and Bhagging	Hazardous Debris Removal	
Sectore Company of Company		Sector and	Sameral	Rear	Cape Rr Rr	There is also eroson and stream turbdity. Cowned trees and other debris are in and/or over the stream.	Obaring and Bhagging	Hazardous Debris Removal	\$ 12,000
17-09-18-5038-357	4/29/2019	34.874788	-78666157	Tumbul Creek	Suggs-Tumbull Rd			HC PE Bealed Design, HCDEQ	\$ 88,967
17-09-18-5038-391	9202019	34.9529	-78.875	Fodsfish Creek	Pennysòne Dr	Breambank Brision, trees and debris in streamand fooding	Céaring and Bnagging/Breambank Bablization	Permitting and licensed site Contractor required	\$ 45,000
17-09-18-5038-392	9292019	<b>34.874788</b>	-78883157	Unnamed trb to Cape Fear	Wyrover-Reese	Bedment, trees and debris it stream and flooding	Céaring and Bhagging/Bedimen/Removal	HCDBQ Permitting and licensed Site Contractor required	\$ 48,000
17-09-18-5038-393	9232019	(5.042104 (was 34)	-78669211	Locks Creek	Bainbridge Rd/Autry	Breambank Brosion, trees and debris in streamand fooding	Obaring and Bhagging/Streambank Stabilization	HC PE Sealed Design, HCDEQ Permitting and Ucensed Site Contractor required	\$ 42,340



#### **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.



**United States Department of Agriculture** USDA is an equal opportunity provider, employer, and lender.

June 2020



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 limitedresource 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, ٠
- 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.



## **Sponsor's Obligations**

- securing all necessary permits,
- 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.



#### 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.



Disaster

Assistance

**Programs and** 

through the

Conservation

Natural

Service

Resources

services available

The U.S. Department of

**Resources Conservation** 

Service (NRCS) administers

the Emergency Watershed

(EWPP) which responds to

natural disasters. It is not

emergency to be declared

for an area to be eligible for

emergencies created by

necessary for a national

**Agriculture's Natural** 

**Protection Program** 

assistance.

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

Sponsors are responsible for:

- providing land rights to implement repair work,
  - furnishing the local cost share,

#### 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**

	Date of	1.47		Drainage Mer	Rite Marrie	Domogo Dinti	Dreneg d A-ti		E	stimated
DSR #	Report	LAT	LONG	Drainage Name	Site Name	Damage Description	Proposed Action	Level of Work		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		389,200.0
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	\$	138,240.0
37-08-18-5038-034	1/13/2019	35.183364	-78.837108	Cape Fear River	McBryde Road-Unnamed Trib Ramsey Street-Carvers	Fallen tree and debris in and across the stream channel	Clearing and Snagging	Hazardous Debris Removal	\$	3,000.0
37-02-18-5038-035	2/6/2019	35.168108	-78.862566	-	Creek Slocomb Road-Unnamed	Down trees and debris in the stream channel	Clearing and Snagging	Hazardous Debris Removal	\$	18,500.0
37-08-18-5038-036	2/6/2019	35.178159	-78.818854	-	Trib to Cape Vass Road-Unnamed Trib	Fallen trees and stream bank erosion	Clearing and Snagging	Hazardous Debris Removal	\$	15,300.0
37-08-18-5038-037	2/4/2019	35.196928	-78.999247	-	to Little River	Fallen trees in and over the stream Fallen pine tree upstream of intersection of Manchester Road	Clearing and Snagging	Hazardous Debris Removal	\$	53,000.
37-08-18-5038-038	2/4/2019	35.193479	-78.985589	Little River	W Manchester-Little River	and Little River	Clearing and Snagging	Hazardous Debris Removal NC PE Sealed Design, NCDEQ	\$	3,000.0
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	Permitting and Licensed Site Contractor required	\$	10,000.0
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	\$	4,000.0
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	\$	3,000.0
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	\$	4,000.0
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	\$	259,295.0
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	\$	4,000.0
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	\$	21,000.0
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	\$	40,000.0
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	\$	4,000.0
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	\$	5,500.0
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	\$	52,700.0
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.
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.
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	\$	4,000.0
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.
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.
37-09-18-5038-175	3/22/2019	34.904396	-78.733131		Cedar Cr Rd Harrison Cr Little Rockfish-Gillis Hill	Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. Downed trees and other debris are in and/or over the stream.	Clearing and Snagging	Hazardous Debris Removal	\$	25,000.
37-09-18-5038-176	3/22/2019	35.018795	-79.05423	Little Rockfish	Rd HW 210 Beaver Dam Cr	There is also erosion and stream turbidity. Downed trees and other debris are in and/or over the stream.	Clearing and Snagging	Hazardous Debris Removal	\$	12,500.0
37-09-18-5038-177	3/22/2019	34.877052	-78.566255		Trib	There is also erosion and stream turbidity. Downed trees and other debris are in and/or over the stream.	Clearing and Snagging	Hazardous Debris Removal	\$	3,000.0
37-09-18-5038-179	3/22/2019	35.187908	-78.783249	T-1	Slocomb Rd Trib	There is also erosion and stream turbidity.	Clearing and Snagging	Hazardous Debris Removal	\$	2,000.0
37-09-18-5038-356	4/21/2019	35.186428	-78.80253	Trib of the Cape Fear	Slocomb 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.
37-09-18-5038-357	4/29/2019	34.874788	-78.666157	Turnbull Creek	Suggs-Turnbull Rd	Downed trees and other debris are in and/or over the stream.	Clearing and Snagging	Hazardous Debris Removal	\$	88,957.
37-09-18-5038-391	9/20/2019	34.9529	-78.875	Rockfish Creek	Pennystone Dr	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	\$	45,000.0
37-09-18-5038-392	9/21/2019	34.874788	-78.883157	Unnamed trib to Cape Fear	Myrover-Reese	Sediment, trees and debris in stream and flooding	Clearing and Snagging/Sediment Removal	NCDEQ Permitting and Licensed Site Contractor required	\$	48,000.0
	0/02/2010	35.042104	-78.669211	Locks Creek	Bainbridge Rd/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	s	42,240.0
37-09-18-5038-393	9/22/2019	(was 34)	-76.009211	LUCKS CIEEK	Dambildge Ru/Adity			Contractor required	¥	12,210



#### **OFFICE OF THE COUNTY ATTORNEY**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: COUNTY ATTORNEY
- DATE: 2/16/2022

# SUBJECT: APPROVAL OF INCENTIVES AGREEMENT FOR DANSONS LLC (PROJECT BBQ)

#### **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**

The county attorney recommends the Board to approve the attached incentives agreement if it accepted the changes in the company's obligations. The Board unanimously approved moving this item forward to the February 21, 2022, Agenda as a consent item.

#### **ATTACHMENTS:**

Description
DANSONS FINAL AGREEMENT

Type 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 5<sup>th</sup> 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.** <u>Definitions</u>. 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.** <u>Rules of Construction</u>. 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. <u>Schedule of Job Creation and Corporate Improvements.</u>

- (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 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:

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

**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.** <u>Governing law; venue</u>. 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. <u>Notices</u>.
  - (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.** <u>Severability</u>. 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.** <u>Entire Agreement; Amendments</u>. 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.** <u>Binding Effect</u>. 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.** <u>Liability of Officers and Agents</u>. 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.** <u>Counterparts</u>. 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.** <u>E-Verify</u>. 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:	
		naging Member
ATTEST:	Date Signed	l:
Member	_	
	CUMBERI	AND COUNTY, NORTH CAROLINA
(SEAL)	By:Am	y Cannon, County Manager
ATTEST:	Date Signed	1:
Candice White, Clerk to the Board		
This instrument has been pre-audited in required by the Local Government Budg Control Act.		Approved for legal sufficiency:



#### **OFFICE OF THE COUNTY ATTORNEY**

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: COUNTY ATTORNEY
- DATE: 2/16/2022

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

#### **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 or way or easements and has determined that all the statutory conditions would be satisfied by this closure.

The statue 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. At the February 10, 2022, the Board unanimously approved moving this item forward to the February 21, 2022, Agenda as a consent item.

#### **ATTACHMENTS:**

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

Type 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 February21, 2022.

#### **EXHIBIT 1**

#### CUMBERLAND COUNTY PIN: (see below)

#### PROPERTY OWNER: (see below)

#### PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT DESIGNATED AS: <u>H. GEDDIE AVE & PORTION OF E. HOLMES STREET</u> 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> David W. Dudley & wife Kimberly N., <u>Riverside Christian Academy, Inc</u> <u>Robert Steedly & wife, Carolyn F.</u>, 1014 Sunset Blvd., Fay, NC 28312 <u>Portion of Tract 2 Pb.15, Pg. 009</u> <u>906 Middle Road, Fay. NC 28312</u>

\_\_\_0447-89-0502\_ \_\_\_\_Martyn Gibson 912 Middle Road Fay, NC 28312\_

10

\_\_0447-79-8428\_\_ Peter Wesolowski 908 Middle Road, Fay. NC 28312\_\_

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: <u>David Wayne Dudley & wife, Kimberly N. Dudley</u> Printed names

atures

Individual Owners: <u>Robert C.Steedly & wife, Carolyn F. Steedly</u> Printed names

Robert Caroly 7 Steel, Signatures

Individual Owner:	Martyn Gibson
	Printed name
	110/1/1
	MIDTH
	Signature

Individual Owner:	Peter Wesolowski	
	Printed name	
	Stall All N	
	CAN JP60	
	Signature	

State of North Carolina County of Cumberland

I, <u>Donna M. Griffin</u>, a Notary Public of the aforesaid State and County, hereby certify that <u>David Wayne Dudley, Kimberly N. Dudley, Robert Steedly, Carolyn F. Steedly, Martyn Gibson, and Peter Wesolowski</u> 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 handA le seal this 20 day of October ,2021 0 Notary Public 24 My commission expires: 3/2

Entity Name:

Riverside Christian Academy, Inc. Printed name Signature 7 Elga Title

State of North Carolina County of <u>Cumberland</u>

I. Ashley M. Bez, 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.

Alle March Notary Public My commission expires: <u>6262022</u>





**EXHIBIT 2** 



## 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

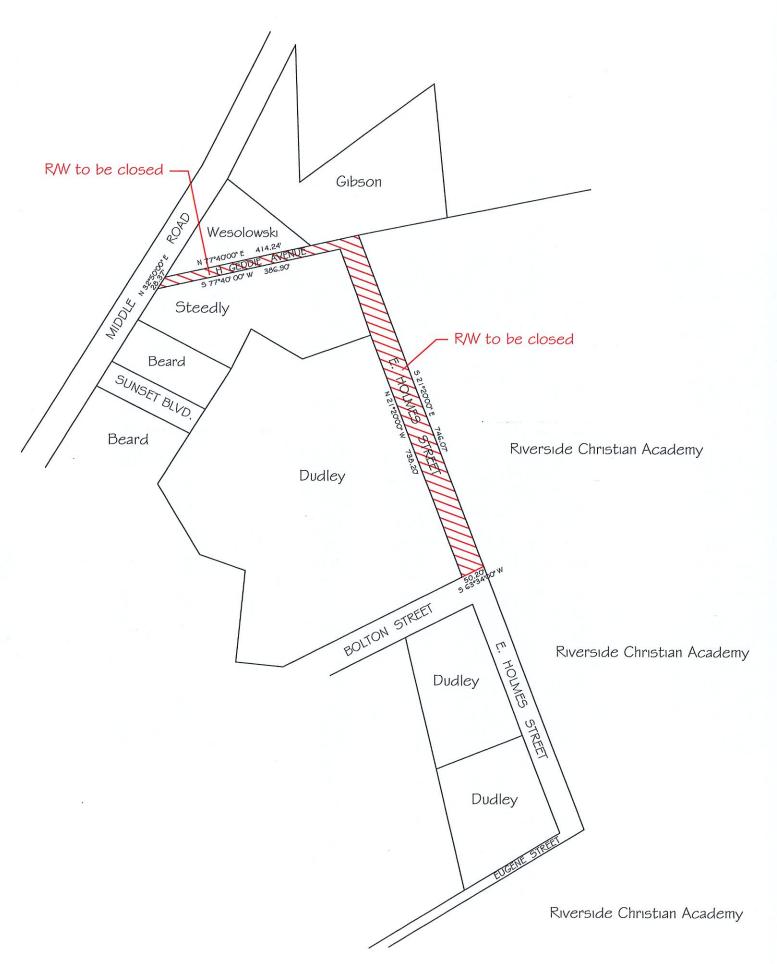
Mr. Dudley,

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: Jroy L. Eaker — TexazeidoozBalser Senior Assistant District Engineer

TLB/tlb

Telephone: (910) 364-0601 Fax: (910) 437-2529 Customer Service: 1-877-368-4968



# **EXHIBIT 5** 908 89 888 882 962 970 962 958 967 1001 NC Center for Geographic Information & Analysis



# 1 inch = 200 feet

B16 Date: 10/21/2021 S

N

E

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





#### PLANNING AND INSPECTIONS DEPARTMENT

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

#### TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 2/10/2022

#### SUBJECT: NO PLANNING BOARD CASES

#### **BACKGROUND**

The January 18, 2022 Planning Board meeting was cancelled due to not having any cases. There are no cases to present to the Board of Commissioners at the February 21, 2022 meeting.



#### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 2/1/2022

#### SUBJECT: CONTRACT WITH FREESE & NICHOLS, INC. FOR NORCRESS WATER AND SEWER DISTRICT

#### **BACKGROUND**

On November 15, 2021, the Board of Commissioners approved the selection of Freese and Nichols, Inc. (FNI) as the preferred choice for engineering services for the NORCRESS sanitary sewer system capital improvements based on receiving the highest score from the Request of Qualifications. Staff discussed the final scope of services and fee with FNI, with a final compensation fee of \$292,775.

The scope of services outlined in the agreement with FNI consists of the following:

- New electrical equipment and generators moved outside of the buildings at all four lift stations
- Wade 2 lift station pump repairs
- Falcon force main additional testing and inspection
- System-wide inflow and infiltration (I&I) reduction

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

The Public Utilities Division and County Management recommend that the following proposed action below be placed on the February 21, 2022, Board of Commissioners agenda and the NORCRESS Governing Board agenda as a consent item:

1. Approve Contract Agreement with Freese and Nichols, Inc. in the amount of \$292,775.

#### **ATTACHMENTS:**

#### Description

Freese & Nichols Service Agreement

#### STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

#### SERVICE AGREEMENT

This Agreement made this the \_\_\_\_\_day of \_\_\_\_\_\_, by and between the NORCRESS Water and Sewer District acting by and through the Cumberland County Board of Commissioners, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Freese and Nichols, Inc. a business located at 1017 Main Campus Drive, Suite 1200, Raleigh, NC 27606, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is need of Engineering Services for Design, Contract Administration & Inspection and Evaluation of the NORCRESS Sanitary Sewer System; and

WHEREAS, the VENDOR is qualified to perform the necessary services as determined through a qualificationsbased selection for the COUNTY; and

WHEREAS, the VENDOR has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, December 31, 2022, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The VENDOR has completed all services required.

The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

RENEWAL OF CONTRACT: This contract shall be automatically renewed for a period of two (2) additional years, for a total of three (3) years, unless either of the parties notify the other in written form that the contract will not be renewed.

SERVICES: VENDOR shall perform such expert and technical services as are indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR

shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal. The total contract price shall not exceed \$292,775 without the authorization from the County Manager.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR: Freese and Nichols, Inc. 1017 Main Campus Drive, Suite 1200 Raleigh, NC 27606 COUNTY: NORCRESS Water and Sewer District PO Box 1829 Fayetteville, NC 28302

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

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

FREESE AND NICHOLS, INC.

ATTEST BY: T. WHITE, ASSOCIATE BEIN

BY: an Jann, Vice/President Bn

**CUMBERLAND COUNTY** 

ATTEST

BY:

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

Glenn Adams, Chairman NORCRESS Water and Sewer District

This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Approved for Legal Sufficiency upon formal execution by all parties

**County Attorney's Office** 

**County Finance Office** 

### Cumberland County Northern Cumberland Regional Sewer System (NORCRESS) Lift Station Upgrades and Force Main Evaluation Scope of Services

January 5, 2022

Cumberland County (County) recently completed a Phase I study of the NORCRESS facilities. As a result, a multi-year Capital Improvement Plan (CIP) was developed. This project includes the improvements identified in Year 1 and include electrical improvements at each of the 4 lift stations in the system as well as an evaluation of the Falcon Force Main. Freese and Nichols, Inc. (FNI) will assist the County with the improvements as outlined in the CIP. A detailed scope is included below:

**BASIC SERVICES:** FNI proposes to provide Phase II Services for the NORCRESS System. A detailed scope of work is provided below:

#### Project Kickoff and Data Collection

- 1. Kickoff Meeting: FNI will conduct a kickoff meeting with County staff to discuss project goals, expectations, scope, deliverables, and schedule.
- Site Visit: FNI will visit each lift station site and coordinate with operations staff. In addition, FNI will perform a site investigation of the pipeline alignment to collect information and meet with County operations and maintenance staff to discuss historical O&M history on the line. The intent of this task is to gather information specifically related to Phase II tasks included in this scope.
- 3. Data Collection and Coordination: FNI will utilize the data received for Phase I of the project to complete the scope below. As part of this task, FNI will review the previous data received and request additional information, if necessary, which may include record drawings, previous studies, GIS information, and other pertinent information.

#### Falcon Force Main Evaluation

- FNI will perform a hydraulic evaluation of the force main to include correlation of the calculated Hydraulic Grade Line (HGL) with actual field conditions. FNI will coordinate with operations staff to install temporary pressure gauges at strategic locations along the pipeline, including at air release valves, and measuring pressures at various flowrates. It is anticipated that the County/PWC will supply and install the pressure gauges.
- 2. In addition, FNI will perform a comprehensive evaluation of the location, pipe material, pipe diameter, and other parameters that impact the selection of pipeline inspection and condition assessment tools. Identify high priority segments for field inspection.
- 3. Utilizing the information gathered above, determine the most effective and economical next step(s) to consider field inspection technologies that may include CCTV, cleaning, Pure Smartball or equivalent to assess the condition of the high priority pipe segments or other solutions that may include operations/maintenance solutions and/or minor enhancements to the system.

- 4. Prepare a Draft Evaluation Memo discussing evaluation findings and recommended next steps for evaluation of the force main. The recommendation may include several condition assessment technologies to allow for a multi-phase approach depending on the results of the initial inspection and/or operational/maintenance modifications or enhancements to the system that may include installation of new ARVs, installation of a pigging station(s) or other similar improvements. FNI will meet with the County to discuss the recommendations and revise the memorandum based on County comments. Included in the scope is a presentation of findings to County Management and the Board of Commissioners.
- 5. Based on the final recommendations, FNI will utilize special services as directed by the County to complete the tasks.

#### Lift Station Upgrade Design and Pump Evaluation

As part of Phase I of this project, FNI performed a condition assessment of the system's four lift stations to include Falcon, Godwin, Wade 1 and Wade 2. As a result of the assessment, a recommendation was made to replace all the electrical equipment at each of the four (4) lift stations outside of the buildings due to the hazardous environment and hydrogen sulfide gasses. For each station, FNI will development design plans, contract documents and specifications to install new electrical equipment on a rack outside of the station, install a new standby generator and automatic transfer switch (ATS), replace the existing SCADA equipment and all associated site work modifications. It is anticipated that all improvements will be included in a single bid package. As part of this task, FNI will evaluate the potential to break the improvements into multiple packages. FNI will coordinate with and make recommendations to the County. The preparation of additional bid packages will be an additional service. In addition to lift station design improvements, FNI will coordinate with and oversee the pump vendor to remove and clean the pumps at the Wade 1 and Godwin. Below is additional detail included in this item:

#### A. Design

- 1. Prepare front end documents, general conditions, and special conditions for the construction contracts. Meet with the County to resolve review comments, and revise documents accordingly.
- 2. 60% Review: Furnish the County three (3) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by the County. FNI will meet with the County to present the preliminary plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all of the applicable trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent but will lack many notes and minor details. The specifications will include the front-end documents and draft specifications for major equipment items.
- 3. 90% Review: Furnish the County three (3) copies of preliminary (90%) plans, specifications, and bid proposals marked "Preliminary" for approval by the County. FNI will meet with the County to present the preliminary plans and specifications and receive comments. Review documents will

include all drawing sheets and specifications with some minor corrections and notes still remaining.

- 4. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
- 5. Prepare revised opinion of probable construction cost at 60% and 90% Reviews.
- 6. Based on the County comments and coordination, FNI will prepare final construction plans, specifications, contract documents, and updated opinion of probable construction cost for the project. The plans and specifications will be used for the Bidding and Construction Phase.

#### **B.** Permitting

FNI will assist the County in permitting of the project. The following permits/coordination is anticipated.

 County Permit – It is anticipated that a County Building Permit will be required to be secured by the Contractor. As part of this scope, FNI will coordinate with the County Building Permit Department and include requirements in the plans and contract documents.

#### C. Topographic Survey

FNI will subcontract with a surveying firm to provide surveying services. The services listed below are based upon traditional topographic survey and boundary survey for each site and the preparation of up to 4 easement documents as applicable. A detailed scope of work is described below.

- Ownership Data Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed pipeline alignment. All properties shall be numbered to match the corresponding list of landowners in the Excel spreadsheet.
- Ownership Map Locate property corners of parcels that are affected by the proposed pipeline alignment. Calculate property lines, easement lines, and right-of-way lines of existing streets and utilities.
- 3. Easements Prepare an exhibit and boundary easement description for each lift station site as required. Easements shall be signed and sealed by a Registered Professional Land Surveyor, currently registered in the State of North Carolina. Each easement shall have attached to it a copy of the corresponding deed for that property and a closure computation sheet for the easement tract. Legal descriptions shall include sufficient information to identify the location, boundaries, monumentation, and area of the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description shall be accompanied by an exhibit plat which depicts the worded description. The Exhibit Plat or Legal Description should be able to stand alone.

4. Traditional Topographic/Design Survey – Traditional topographic survey will locate surface features in each lift station site. Elevations of all tops and toes of slope and at all vertical changes within the site will be located. This information shall be sufficient to generate a contour model (DTM) of the site.

#### D. Bid Phase Assistance

Upon completion of the design services and approval of "Final" plans and specifications by the County, FNI will proceed with the performance of services in this phase as described below:

- 1. Assist the County in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to the County for publication on their website.
- 2. Distribute plans to bidders using a web-based bidding site. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Keep a record of prospective bidders and plan rooms and other parties to whom the bidding documents have been distributed. Advertise for bids on FNI's website, and keep the website updated with addenda information, plan holder lists, and bidding information.
- 3. Attend a pre-bid conference.
- 4. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
- 5. Assist the County in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts as appropriate.
- **6.** Assist the County in the preparation of documents for execution of the construction contracts. FNI will conform the contract documents, make six original copies for execution. FNI will also make ten conformed copies of the plans and specifications for use by the Contractor, County and Engineer.
- **7.** The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

#### E. Construction Phase Assistance

FNI will endeavor to protect the County in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the County agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- 1. Assist the County in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- 2. Establish communication procedures with the County and Contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications. Attend monthly progress meetings with the Contractor(s) and the County. It is anticipated that this will include up to six (6) meetings.
- 3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- 4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- 5. Make up to 12 visits to the construction site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the County against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the County. Visits to the site in excess of the specified number are an Additional Service.
- 6. Notify the County of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- 7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the County and is not included in the services to be performed by FNI.
- 8. Interpret the drawings and specifications for the County and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the County, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

- 9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the County to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the County. Documentation of field orders, where cost to County is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the County are an additional service. Substitutions of materials or equipment or design modifications requested by the County are an additional service.
- 10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the County on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the County if appropriate. Providing these services to review or evaluate Construction Contractor claim(s), supported by causes not within the control of FNI are an additional service.
- 11. Conduct, in company with County's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the County in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
- 12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish the County three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

#### F. Pump Evaluation

FNI will coordinate the efforts of the pump vendor, contracted by the County, to remove, clean and inspect the pumps at the Wade 1 and Godwin Lift Stations. This task includes on site representation during the performance of this work and an analysis of the reports provided by the vendor. This task also includes recommendations on the useful life of the pumps and motors and an opinion of replacement costs and schedule. Should replacement pumps be needed, the design, bid and construction phase assistance shall be an additional service.

#### Additional Services

If authorized by the County, FNI will perform the following services. Costs for these services is not included in the base fee. Prior to execution, FNI will provide a detailed scope and fee to the County for approval:

- A. Falcon Force Main Improvements This task shall include execution of accepted recommendations made as part of the evaluation above. This may include pipeline inspection, design, bid and construction phase assistance of recommended improvements.
- **B.** Additional Bid Packages This task shall include the preparation additional bid packages as determined during the design process. In addition, this task shall include bid phase and construction phase services for the additional packages.
- **C.** Pump Replacement This task shall include the design, bid phase and construction phase assistance for pump replacements or modifications at any of the four system lift stations.
- **D.** Additional Evaluation This task includes evaluations of the system's functionality and associated improvements as required.
- **E.** Future Improvements This task includes recommendations for future capital needs and preparation of budgetary opinions of cost and timing for the improvements.

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Falcon Force Main Evaluation Memo Within 60 days from Notice to Proceed (NTP)
- 60 % Design Submittal Within 90 days from NTP
- 90% Design Submittal Within 45 days from Receipt of Comments on 60% Submittal
- Final Plans and Specifications Within 30 days Receipt of Comments on 90% Submittal

#### COMPENSATION

FNI proposes to furnish our services as described as Base Services for an hourly not to exceed fee of Two Hundred Ninety-Two Thousand Seven Hundred Seventy-Five Dollars (\$292,775).

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

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and <u>Freese and Nichols, Inc</u> as follows:

- 1. The contractor is
  - \_\_\_\_ an individual
  - ✓ a corporation

\_\_\_\_ a limited liability company

\_\_\_\_a unit of local government

\_\_\_\_other:\_\_\_\_\_

\_\_\_\_\_). (If the contractor is described as "other," a

certified copy of the legal documents by which it is organized must be attached.)

- 2. The contractor's business address is <u>ID17 Main Campus Dr., Ste 1200 Raleigh</u>, NC, 2760 (If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
- 3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?

Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)

\_\_\_\_ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)

4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

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

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

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

Certified by Bryan Jann	_ for the contractor stated above.
Signature: Jourgancga	n
Date Submitted: 1. 13. 2022	the second s

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A /	ber To Give the Req	uester for qu	idelines on who	se num	nber to enter.					7 5				3		9 3	5

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to required to required to report all interest and dividends.

Sign s	Signature of	Gwen Peres	1/5/2022	
Here	U.S. person ►	B3C985A17F6C44A	Date ►	The stability of the

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TTIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings

## **Professional Corporation**

Legal Name Freese and Nichols, Inc.

## Information

SosId: 1302309 Status: Current-Active ① Date Formed: 2/15/2013 Citizenship: Foreign State of Incorporation: TX Annual Report Due Date: Registered Agent: Corporation Service Company

## Addresses

**Reg Office** 2626 Glenwood Ave Ste 550 Raleigh, NC 27608 Reg Mailing 2626 Glenwood Ave Ste 550 Raleigh, NC 27608

Mailing 4055 International Plz Ste 200 Fort Worth, TX 76109

**Principal Office** 4055 International Plz Ste 200 Fort Worth, TX 76109

# Professions

Geology services

Landscape Architect services

Engineering and Architectural Services



### **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

### TO: BOARD OF COUNTY COMMISSIONERS

### FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 2/21/2022

### SUBJECT: SENIOR CITIZENS ADVISORY COMMISSION (2 VACANCIES)

#### **BACKGROUND**

The Senior Citizens Advisory Commission has the following two (2) vacancies:

Tracy Honeycutt - Completed first term. Eligible for reappointment. The Senior Citizens Advisory Commission recommends **Tracy Honeycutt**.

Cynthia Johnson - Resigned. The Senior Citizens Advisory Commission recommends **Renata Simmons** to fill the unexpired term.

The membership roster, applicant list and recommendations for the Senior Citizens Advisory Commission are attached.

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

Nominate individuals to fill the two (2) vacancies on the Senior Citizens Advisory Commission.

#### **ATTACHMENTS:**

Description Senior Citizens Advisory Commission Membership Roster Senior Citizens Advisory Commission Applicant List Senior Citizens Advisory Commission Recommendations Type Backup Material Backup Material Backup Material

### SENIOR CITIZENS ADVISORY COMMISSION

### (Joint Fayetteville/Cumberland County) 2 Year Term

	(County Appoi			
Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Donald Bennett Sr. 5844 Chason Ridge Dr. Apt C Fayetteville, NC 28314 845-216-1242 Dfbennettjr@gmail.com	5/21	2nd	Apr/23 4/30/23	No
Shamona Ross 6295 Withers Drive Fayetteville, NC 28304 (servi 910-797-0021/425-4577	8/21	1st gible for one ad	Jun/23 6/30/23 Iditional two-ye	Yes ear term)
Nettie Hayes-Miller 247 Eastwood Ave Fayetteville, NC 28301 823-2142/391-2965 <u>Nmiller57@embarqmail.com</u>	5/21	2nd	Jan/23 1/31/23	No
Pamela Collins 5640 Watersplash Ln Fayetteville, NC 28311 910-273-1927	5/21	1st	May/23 5/31/23	Yes
Tracy Honeycutt 5575 Lockridge Rd Fayetteville, NC 28311 322-8275/323-4191 thoneycutt@mccog.org	11/19	1st	Nov/21 <b>11/30/21</b>	Yes
Reva McNair 1514 Deanscroft Pl Fayetteville, NC 28314 910-864-5217 jhluvsrg@hotmail.com	5/21	2nd	Jan/23 1/31/23	No
VACANT (C. Johnson resigned)	6/21	1st	Jun/23 <b>6/30/23</b>	Yes

Contact: Belinda Jackson-Senior Citizens Center Director - Phone: 433-1574				
	(Interoffice – Parks and Recreation) <u>belindajackson@fayettevillenc.gov</u>			
<b>Regular Meetings:</b>	2nd Tuesday of each month at 2:30 PM			
-	FCPR Senior Center, Large Program Room			
	739 Blue Street, Fayetteville, NC			

### APPLICANTS FOR SENIOR CITIZENS ADVISORY COMMISSION

SENIOR	CITIZENS ADVISOR	r COMMISSION		
		EDUC	ATIONAL	
NAME/ADDRESS/TELEPHONE	OCCUPATION	I BACK	GROUND	
FOUNTAIN, RHONNISHA (-/F)	REGISTERED NURSE	SOME	COLLEGE	
7774 S SHIELD DRIVE	RN NETWORK			
FAYETTEVILLE NC 28314				
910-988-7835 *SERVES ON 1	THE NURSING HOME AI	OVISORY BOARD*		
NISHAR0107@GMAIL.COM				
Graduate-County Citizens' Academy: N				
Graduate-Institute for Community Leade	ership: NO			
Graduate-Leadership Fayetteville: NO				
Graduate-United Way's Multi-Cultural Le				
Graduate-other leadership academy: NO				
CATEGORY: GENERAL PUB	LIC			
GOODEN, RODERICK (B/M)	LOGISTIC TECH	BACHELORS/COMPLI	ETING MASTERS	
706 DANDRIDGE DR				
FAYETTEVILLE NC 28314				
910-728-6228				
GOODENR@FAYTECHCC.EDU				
Graduate-County Citizens' Academy: No	0			
Graduate-Institute for Community Leade	ership: YES			
Graduate-Leadership Fayetteville: YES				
Graduate-United Way's Multi-Cultural Le				
Graduate-other leadership academy: Y				
CATEGORY: GENERAL PUB	LIC			
SIMMONS, RENATA (B/F) WORK BAS	SED LEARNING/CAREE	R DEVELOPEMENT	MASTERS-SOCIOLOG	Y
1502 DIPLOMAT DR				
FAYETTEVILLE NC 28304 910-627-1332				
SIMMONSRENATA02@GMAIL.COM				
Graduate-County Citizens' Academy: N	0			
Graduate-County Chizen's Academy. In				
Graduate-Leadership Fayetteville: NO				

Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

#### **Candice White**

Subject:

FW: [EXTERNAL]RE: JFCCSCAC

From: Belinda Jackson Sent: Wednesday, September 1, 2021 12:58 PM To: Kellie Beam <<u>kbeam@co.cumberland.nc.us</u>> Subject: Re: [EXTERNAL]RE: JFCCSCAC

Hey Kelli

Tracy Honeycutt will be completing her 1st Term in November 2021 and is eligible for reappointment. Ms. Honeycutt indicated she is willing to serve a second term and the Senior Citizens Advisory Commission recommends her reappointment.

Ms Brown is a recommendation by the Senior Citizens Advisory Commission.

Thanks. 🙂



### Belinda Jackson, FCPR Senior Programs Supervisor

Fayetteville-Cumberland Parks & Recreation Department

Fayetteville Senior Center | 739 Blue St | Fayetteville, NC 28301

Tokay Fitness Center | 328 Hamilton St | Fayetteville, NC 28301

Office: 910.433.1574 | Fax: 910.433.1493

Email: belindajackson@FayettevilleNC.gov

Web: <u>www.FayettevilleNC.gov</u>

Web: www.fcpr.us

All communication not specifically exempted by North Carolina law is a public record and subject to release upon request.

#### **Candice White**

Subject:

RE: Joint Fayetteville Cumberland County Senior Citizen Advisory Commission

From: Belinda Jackson <BelindaJackson@FayettevilleNC.gov>
Sent: Thursday, February 10, 2022 1:28 PM
To: Candice White <cwhite@co.cumberland.nc.us>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]RE: Joint Fayetteville Cumberland County Senior Citizen Advisory Commission

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

#### Candice

Cynthia Johnson has resigned her position. The Senior Citizens Advisory Commission recommends Recommends Renata Simmons for appointment.



Belinda Jackson, FCPR Senior Programs Supervisor

Fayetteville-Cumberland Parks & Recreation Department Fayetteville Senior Center | 739 Blue St | Fayetteville, NC 28301 Tokay Fitness Center | 328 Hamilton St | Fayetteville, NC 28301 Office: 910.433.1574 | Fax: 910.433.1493 Email: bjackson@ci.fay.nc.us Web: www.FayettevilleNC.gov Web: www.fcpr.us

All communication not specifically exempted by North Carolina law is a public record and subject to release upon request.

 From: Candice White [mailto:cwhite@co.cumberland.nc.us]

 Sent: Thursday, February 10, 2022 9:59 AM

 To: Belinda Jackson <<u>BelindaJackson@FayettevilleNC.gov</u>>

 Cc: Andrea Tebbe <<u>AndreaTebbe@FayettevilleNC.gov</u>>

 Subject: [EXTERNAL]RE: [EXTERNAL]RE: Joint Fayetteville Cumberland County Senior Citizen Advisory Commission

Good morning, Belinda. Thank you for the follow up and sorry I missed your phone call. Cynthia Johnson's first term will expire June 30, 2023. I have attached the applicant list with the hope that the Senior Citizen Advisory Commission can make a recommendation to fill the vacancy for the unexpired term. Once you have their recommendation, please forward to me and I will place the vacancy on the board of commissioners' agenda for nomination and appointment.

I changed the email address we had on file for Ms. McNair. Take care and thank you, again.



### **CLERK TO THE BOARD OF COMMISSIONERS**

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: CANDICE H. WHITE, CLERK TO THE BOARD
- DATE: 2/21/2022

#### SUBJECT: CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (1 VACANCY)

### **BACKGROUND**

The Cumberland County Local Emergency Planning Committee has the following one (1) vacancy:

#### Hospital Representative

VACANT - The Cumberland County Local Emergency Planning Committee recommends George White.

The membership roster, applicant list and recommendation for the Cumberland County Local Emergency Planning Committee are attached.

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

Nominate individuals to fill the one (1) vacancy on the Cumberland County Local Emergency Planning Committee.

#### **ATTACHMENTS:**

Description Cumberland County LEPC Membership Roster Cumberland County LEPC Applicant List Cumberland County LEPC Recommendation Type Backup Material Backup Material Backup Material

### CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE 3 Year Term (Staggered Terms Initially)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Print and Broadcast Media Represe VACANT (Vacated by J. Thomps		1 <sup>st</sup>	June/24 6/30/24	Yes
Sean Swain CC Sheriff's Office PIO 5315 Fisher Road Fayetteville, NC 28304 910-849-4004	11/19	2nd	Nov/22 11/30/22	No
Operators of Facilities Representa Mark Ingram (Dupont) 2507 Torcross Drive Fayetteville, NC 28304 483-6646/678-1860	<u>tive</u> 9/17	2nd	Sep/20 9/30/20	No
Robert Melvin (Eaton Corporation) PO Box 156 Stedman, NC 28391 910-677-5318	11/19	2nd	Nov/22 11/30/22	No
Tony Collado (Valley Proteins) 3814 Corapeake Drive Fayetteville, NC 28312 323-4112/323-9600	11/19	2nd	Nov/22 11/30/22	No
Caleb Stoker 821-101 Astron Lane Fayetteville, NC 28314 874-4340/364-5064 Caleb.stoker@hexion.com	6/21	2nd	June/24 6/30/24	No

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Law Enforcement Representative Trooper Robert David Rhodes 1810 Carl Freeman Rd Stedman, NC 28391 910-916-3726 Robdrhodes@gmail.com	6/21	1st	June/24 6/30/24	No
Sgt. Stephen T. Hodges Cumberland Co. Sheriff's Office 312 Kirkwood Drive Fayetteville, NC 28303 321-6786/527-3637 shodges@ccsonc.org	6/20	1st	June/23 6/30/23	Yes
Brett Chandler Fayetteville Police Department 5337 Anna Belle Lane Wade, NC 28395 273-0529/433-1885	11/19	2nd	Nov/22 11/30/22	No
Emergency Management Represent Marc C. Baker 190 Wolfpoint Drive Fayetteville, NC 28311 797-7662/321-6734 mbaker@co.cumberland.nc.us	<u>ative</u> 6/21	1 <sup>st</sup>	June/24 6/30/24	Yes
Community Group Representative Stephen Rogers Home Safe Home Inventory 445 McRae Drive Fayetteville, NC 28305 484-1818/884-7021	10/18	2nd	Oct/21 10/31/21	No
<u>Transportation Representative</u> Janet Renae Larson 2202 Kimberly Drive Fayetteville, NC 28306 574-1338/323-8283 <u>rlarson@parkergas.com</u>	6/21	2nd	Feb/24 2/28/24	No

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>Health Representative</u> Celestine Raineri-Smith Cumberland County Public Health 6300 Nakoma Way Fayetteville, NC 28306 489-1669/433-3685 <u>Craineri-smith@co.cumberland.nc.u</u>	6/20 <u>IS</u>	1 <sup>st</sup>	June/23 6/30/23	Yes
<u>Hospital Representative</u> VACANT (Vacated by F. Williams)	) 2/19	1st	Feb/22 2/28/22	Yes
Fire Fighting Representative Fire Chief Mike Hill 6200 Sisk Culbreth Rd Godwin, NC 28344 818-3793/433-1428 mhill@ci.fay.nc.us	6/21	1st	June/24 6/30/24	Yes
<u>First Aid Representative</u> Robert L. Godwin Cumberland Co. EMS/Emergency M Cape Fear Valley Health System 3014 Player Ave Fayetteville, NC 28304 987-7923/615-5696 <u>rgodwin@capefearvalley.com</u>	6/20 Ianagement	1st	June/23 6/30/23	Yes
At-Large Representative Calvin Bishop 1803 Fargo Drive Fayetteville, NC 28304 229-5192/229-5102	11/19	2nd	Nov/22 11/30/22	No
Henry Eisenbarth 786 Ashfield Drive Fayetteville, NC 28311 480-0012/624-2304	11/19	2nd	Nov/22 11/30/22	No
Local Environmental Representative Amy Mateo 5591Bellflower Street Fayetteville, NC 28314 364-5459 <u>Amateo011@gmail.com</u>	1/22	1st	Jan/25 1/31/25	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment	
<u>Utilities Representative</u> Rhonda Fokes Public Works Commission 6230 King Hiram Road Hope Mills, NC 28348 303-4622/391-2142	11/19	2nd	Nov/22 11/30/22	No	
Ray Jackson 955 Old Wilmington Road Fayetteville, NC 28301 237-1840/223-4118 Ray.jackson@faypwc.com	2/19	1st	Feb/22 2/28/22	Yes	
Ex-Officio/Voting Member: Larry Lancaster, County Commission	oner				
Emergency Management Gene Booth, Cumberland County E	mergency Services				
<u>County Manager</u> Amy Cannon, County Manager					
<u>Hazardous Materials Response Team Leader</u> Bobby Brinson, City of Fayetteville Fire Department					
<u>Fort Bragg:</u> Adam Buehler, Fort Bragg					
Cumberland County Emergency Management Coordinator: Garry Crumpler, Cumberland County Emergency Services					
Contacts: Garry Crumpler 438-	4069 gcrumpler@co.c	umberland.nc.	us		

Meets quarterly on the last Thursday of the month in January, April, July & October at 10:00 am - Meeting Location Varies

### APPLICANTS FOR CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

CUMBERLAND COUNTY L	OCAL EMERGENCY PLANNING COM	EDUCATIONAL
NAME/ADDRESS/TELEPHONE	OCCUPATION	BACKGROUND
ADAMS, DAVE (W/M) 620 CASSELL DRIVE FAYETTEVILLE NC 28311 919-601-2544 DAVEWILLIAMADAMS@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: I Graduate-Leadership Fayetteville: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO CATEGORY: UTILITIES REPRESEN	nip Program: NO	BACHELORS
BROOKS, DONALD (B/M) 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 DONALDBROOKS959@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: GRADUA CATEGORY: GENERAL PUBLIC	ip Program: YES	BACHELORS
BROOKS, JEFFREY D (W/M) 4700 MATCHWOOD CT FAYETTEVILLE NC 28306 822-2875/580-3088 JPDPHD08@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: Y Graduate-Leadership Fayetteville: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadershi Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		PHD MSW
CHERRY, LOU (W/F) 4243 CHERRY HILL LANE FAYETTEVILLE NC 28312 919-903-6232(M)/438-4023(W) Icherry@co.cumberland.nc.us Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: N Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		BA

Cumberland County Local Emergency Planning Committee, Page 2						
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND				
DAVIDSON, HANK (W/M) 2088 TEESDALE DRIVE HOPE MILLS NC 28348 813-832-3290 <u>HMDAVID@TWC.COM</u> Graduate-County Citizens' Academy: I Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Graduate-other leadership academy: N <i>CATEGORY: FIREFIGHTER</i>	dership: NO Leadership Program: NO NO	NONE LISTED				
	dership: NO	SOME COLLEGE				
	YES dership: NO Leadership Program: NO .EADERSHIP WINSTON SALEM	BACHELORS CRIMINAL JUSTICE				
GODWIN, DONNA FAYE (B/F) 722 ALEXWOOD DRIVE	HEALTH & SAFETY CONSU DUPONT	LTANT SOME COLLEGE				
HOPE MILLS NC 28348 676-8385/496-6127/213-1383 D-FAYE.GODWIN@DUPONT.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N CATEGORY: OPERATORS (	dership: NO Leadership Program: NO					

NAME/ADDRESS/TELEPHONE OCCUPATION		EDUCATIONAL BACKGROUND	
HILL, MIKE (W/M) 6200 SISK CULBRETH RD GODWIN, NC 28344 818-3793/433-1428 MHILL@CI.FAY.NC.US Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: FIREFIGHTER REPRES</i>	FIRE CHIEF CITY OF FAYETTEVILLE NO hip Program: NO	NONE LISTED	
HONDROS, DENO (W/M) 304 COURTYARD LANE FAYETTEVILLE NC 28303 977-0685/802-0076/864-2626 DJHONDROS@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: LOCAL ENVIRONMEN</i>	nip Program: NO	SOME COLLEGE	
JENKINS, ASHLEE (B/F) 2605 MIDDLE BRANCH BEND FAYETTEVILLE NC 28304 301-379-3857 <u>A.THOMASJENKINS@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: I Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh		BS-CRIMINAL JUSTICE NT MS-CRIMINAL JUSTICE MS-PUBLIC ADMIN.	

#### Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

LILLY, JAMAL DASHAWN (B/M) 2610 CATTAIL CIRCLE FAYETTEVILLE NC 28312 910-916-3087

ARMED SECURITY OFFICER SOME COLLEGE PARKER SECURITY

JAMALDLILY@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC* 

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PATTERSON, DENNIS (W/M) 6080 CEDAR CREEK RD FAYETTEVILLE, NC 28312 910-224-2182 <u>RANGERPAT1@GMAIL.COM</u>	SPECIAL FORCES COMMUNICATIONS INSTRUC DEPT OF DEFENSE	BS/MS TOR
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: I Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: MILITARY <i>CATEGORY: GENERAL PUBLIC</i>	ip Program: NO	
RHODES, ROBERT DAVID (W/M) 1810 CARL FREEMAN RD STEDMAN NC 28391 910-916-3726 <u>ROBDRHODES@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: N Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadershi Graduate-other leadership academy: NO <u>CATEGORY: LAW ENFORCEMENT F</u>	ip Program: NO	SOME COLLEGE
RIVERA, HENRY (H/M) OCCUI 850 JEREMIAH STREET TRI ST STEDMAN, NC 28391 508-837-0420/580-0178/567-2625 <u>RIVERAHENRY64@YAHOO.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: N Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadershi Graduate-other leadership academy: NO <i>CATEGORY: LOCAL ENVIRONMENT</i>	NO ip Program: NO	BACHELORS MASTERS
	p Program: NO NAL ACADEMY, RICHLAND CC	D, SC CITIZENS ACADEMY,

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SELDON, SCHERELL A. (-/F) 1558 SEABROOK SCHOOL RD FAYETTEVILLE NC 28312 910-627-6689 <u>MUZACINMYHEART@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leade Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		ASSOCIATES
SLANKARD, KENNETH (W/M) 5443 KENTUCKY LANE HOPE MILLS NC 28348 910-578-5285 KLSLANK66@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: ADVAN CATEGORY: GENERAL PUBLIC	rship Program: NO	BS-CRIMINAL JUSTICE
SMITH, WILLIAM (W/M) 2606 MELLWOOD DRIVE FAYETTEVILLE NC 28306 485-0157/624-9896/678-1535 <u>BILL.H.SMITH@CHEMOURS.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: DUPON <i>CATEGORY: OPERATORS OF FA</i>	rship Program: NO NT PROJECT TEAM LEADER ACA	SOME COLLEGE
THOMPSON, LYNNDORA (B/F) 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 LYNNDORATHOMPSON3@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: NO	UNEMPLOYED	BA, MA

CATEGORY: GENERAL PUBLIC

		EDUCATIONAL	
NAME/ADDRESS/TELEPHONE	OCCUPATION	BACKGROUND	
WADE, KIERA (B/F) 316 MCKENZIE RD APT F SPRING LAKE NC 28390 215-495-5228 KIERAPAFRED@GMAIL.COM	DISABLED VETERAN N/A	BACHELORS- EMERGENCY MGMT	
Graduate-County Citizens' Academy: NO			
Graduate-Institute for Community Leadership: NO			
Graduate-Leadership Fayetteville: NO			
Graduate-United Way's Multi-Cultural Leader	ship Program: NO		
Graduate-other leadership academy: NO CATEGORY: LOCAL ENVIRONME.	NTAL REPRESENTATIVE		
	MAL NEI NESEMIAINE		
WHITE, GEORGE (-/M)	EMERGENCY MANAGER	BACHELORS -	
2741 HAYFIELD RD WADE NC 28395	WAMC	EMERGENCY & DISASTER MGMT	
366-8703/907-6688		& DISASTER MOMT	
GEORGE.C.WHITE.CIV@MAIL.MIL			
Graduate-County Citizens' Academy: NO			
Graduate-Institute for Community Leadership	: NO		
Graduate-Leadership Fayetteville: NO			
Graduate-United Way's Multi-Cultural Leaders	snip Program: NO		
Graduate-other leadership academy: NO CATEGORY: HOSPITAL REPRESE	NTATIVE		

CATEGORY: HOSPITAL REPRESENTATIVE

#### **Candice White**

From: Sent: To: Subject: Garry Crumpler Friday, February 11, 2022 3:42 PM Candice White Hospital Representative Nomination

In the October 2021 LEPC meeting, the LEPC Nominated George White to fill the role of Hospital Representative for the LEPC.

George serves as the Emergency Manager for Womack Army Medical Center, an integral part of the Cumberland County Emergency Response System.

Respectfully,

Garry Crumpler, B.Sc Emergency Management Coordinator 131 Dick Street, Room 4 Fayetteville, NC 28301 Office: (910) 438-4069 Cell: (910) 489-6107



One team, One mission, One Family



### **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: CANDICE H. WHITE, CLERK TO THE BOARD
- DATE: 2/21/2022

#### SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (2 VACANCIES)

#### **BACKGROUND**

The Cumberland County Workforce Development Board has the following two (2) vacancies:

#### Representative of Business

Jennifer Watson - completed first term. Eligible for reappointment. The Cumberland County Workforce Development Board recommends **Jennifer Watson**.

Sherri Turner - completed first term. Eligible for reappointment. The Cumberland County Workforce Development Board recommends **Sherri Turner**.

The membership roster, applicant list and recommendations for the Cumberland County Workforce Development Board are attached.

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

Nominate individuals to fill the two (2) vacancies on the Cumberland County Workforce Development Board.

#### **ATTACHMENTS:**

Description
Cumberland County WFD Board Membership Roster
Cumberland County WFD Board Applicant List
Cumberland County WFD Board Recommendations

Type Backup Material Backup Material Backup Material CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (FORMERLY, PRIVATE INDUSTRY COUNCIL)

3 Year Terms Date Eligible For Name/Address Appointed Term Expires Reappointment Representative of Business: Wakia "Kia" McMillan Henry (B/F) 9/20 1<sup>st</sup> Sept/23 Yes 1314-B Fort Bragg Rd 9/30/23 Fayetteville, NC 28305 689-6964/483-8133 kiaamcmillan@gmail.com Kevin Brooks (B/M) 4/21 2nd Jun/24 No 3616 Daughtridge Drive 6/30/24 Fayetteville, NC 28311 488-0408/551-9031 Come1king@yahoo.com VACANT (vacated by D. Potts) 9/20 2nd Oct/23 No 10/31/23 Naynesh Mehta (AI/M) 4/21 2nd Jun/24 No 229 Forest Creek Drive 6/30/24 Fayetteville, NC 28303 483-0491/494-2037/689-0799 NSMEHTA@5POINTSNC.COM Jimmy Ray Plater Sr. (B/M) 9/20 Sept/23 1st Yes 4805 Wade Stedman Rd 9/30/23 Wade, NC 28395 723-2461/489-8628 jplater@e2gp.net Jennifer Watson 8/19 1st Feb/22 Yes 1638 Owen Drive 2/28/22 Fayetteville, NC 28306 (serving unexpired term; eligible for one additional term) 832-499-1121/615-4922 JWATSON3@CAPEFEARVALLEY.COM Mark Wilderman (W/M) 12/21Dec/24 No 2nd 222 Queensberry Drive 12/31/24 Fayetteville, NC 28303

964-2050/864-4633 Mark.wilderman@yahoo.com

Date Eligible For Name/Address Appointed Term Reappointment Expires VACANT (Vacated by D. Simcox) 2/19 2nd Feb/22 No 2/28/22 1 st full term Sherri Turner (A/F) 2/19Feb/22 Yes 1211 Grackle Drive 2/28/22 Fayetteville, NC 28306 808-282-4125/307-9123 Sherri.turner@firstcitizens.com Melissa Pennington (H/F) 10/20Yes 1st Sep/22 3931 Brookgreen Drive 9/30/22 Fayetteville, NC 28304 (serving unexpired term; eligible for one additional term) 910-364-2345 Melissa.pennington@me.com Isabella Effon 8/19 2nd Oct/22No 6520 Brookshire Road 10/31/22 Fayetteville, NC 28314 910-779-2375 Ieffon2@gmail.com Representative of Workforce-Apprenticeship: Curtis L. Brown Sr. (B/M) 9/20 1<sup>st</sup> Sept/23 Yes 249 Puddingstone Drive 9/30/23 Fayetteville, NC 28311 987-0173/420-4377/420-0133 curtis@eagletcg.com Representative of Workforce J. Carl Manning Henry (B/M) 12/21Sept/23 Yes 1st PO Box 1402 9/30/23 Fayetteville, NC 28302 (serving unexpired term; eligible for two additional terms) 500-7401/818-9810 JCM.69@ATT.NET Representative of Education/Training: Dr. Mark Sorrells (W/M) 6/19 June/22 Yes 1st 908 Calamint Lane 6/30/22 Fayetteville, NC 28305 678-8370/252-955-4064 sorrellm@faytechcc.edu

Cumberland County Workforce Development Board, page 2

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Dr. Yasmine Farley (B/F) 6443 Hidden Lake Loop Apt. 173 Fayetteville, NC 28304 336-514-5605/672-1706 yfarley@uncfsu.edu	12/21	1 <sup>st</sup>	Dec/24 12/31/24	Yes
Representative of Economic Develo Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/500-6464 robert@fayedc.com	9/20	2nd	Aug/23 8/31/23	No
Representative – Other: Nora Armstrong (W/F) 5734 Archer Road Hope Mills, NC 28348 910-578-4849/910-483-7727 narmstro@cumberland.lib.nc.us	12/19	1st	Dec/22 12/31/22	Yes
Representative of Labor: Anthony D. McKinnon Sr. 611 Longwood Place Fayetteville, NC 28314 491-7873/202-285-5752/323-1172 tonydmckinnonsr@gmail.com	8/19	1 <sup>st</sup>	Aug/22 8/31/22	Yes
Juanita Hooker		nited term - rep	laced by state a	agency)
North Carolina Department of Hum Division of Vocational Rehabilitation 155 Eastwood Avenue Fayetteville, NC 28301 Juanita.hooker@dhhs.nc.gov				
Matthew Fowler NC Department of Commerce – Wo 289 Corporate Drive Lumberton, NC 28358 <u>matthew.fowler@nccommerce.com</u>	rkforce Solutions	(unlimited ter	rm – replaced b	y state agency)
Contact: Cyndi McKoy (Administrative Support) 323-4191 ext. 43 cmckoy@mccog.org				

Cumberland County Workforce Development Board, page 3

Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, Virtual and Hybrid

**APPLICANTS FOR** 

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD EDUCATIONAL OCCUPATION BACKGROUND NAME/ADDRESS/PHONE ANTHONY, SHEKIA (-/F) CEO NONE LISTED **304 WAPITI DRIVE** SELF EMPLOYED **SPRING LAKE NC 28390** 910-758-4670 KIAJANTHONY@OUTLOOK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC PHD BODOH, DR. MADELINE (B/F) DIRECTOR 400 HARLOW DRIVE US ARMY RESERVE COMMAND FAYETTEVILLE NC 28314 494-2194/570-9527 PROFESSORMBODOH@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING, REPRESENTATIVE OF WORKFORCE **BA-BUSINESS ADMIN** BRADLEY, BENNIE D. (B/F) RETIRED 5837 CONSERVATION COURT FAYETTEVILLE, NC 28314 339-3402/624-9120 BDBRADLEY26@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Favetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING BUSH-MCMANUS, PATRICIA (B/F) CONSULTANT AND PROFESSOR EDS/MA 3472 THORNDIKE DRIVE **FAYETTEVILLE NC 28311** 488-1314/202-468-3065 PATRICIA.BUSH-MCMANUS@PBMCONSULTINGGROUP.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

#### APPLICANTS FOR CUMBERI AND COUNTY WORKFORCE DEVELOPMENT BOARD Page 2

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND		
COBB, CLYDE (B/M) PO BOX 43911 FAYETTEVILLE, NC 28309 808-349-4165/785-1206 <u>CLYDE.T.COBB165@GMAIL.COM</u> Graduate-County Citizens' Academy: YI Graduate-Institute for Community Leader Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: U <i>CATEGORY: REPRESENTAT</i>	ership: NO eadership Program: NO S ARMY ADVANCED LEADERSHIP CO	HS/COLLEGE URSE		
GOODEN, RODERICK (B/M) 706 DANDRIDGE DRIVE FAYETTEVILLE NC 28303 910-728-6228 GOODENR@FAYTECHCC.EDU Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: YE CATEGORY: REPRESENTAT	ership: YES eadership Program: NO	BS/WORKING ON MASTERS		
GRICE, KIMBERLY (B/F) 351 WAGONER DRIVE STE 402 FAYETTEVILLE NC 28301 910-303-6917 KGRICE@AUTISMSOCIETY-NC.ORG Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: No CATEGORY: REPRESENTAT	ership: NO eadership Program: NO	BACHELORS		
HAMILTON, ROBERT (W/M) 6001 DUNBRIDGE DR FAYETTEVILLE NC 28314 336-430-6329/250-3025 <u>ROBERT@CERBERUSBRANDS.COM</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leaded Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: NG <i>CATEGORY: REPRESENTAT</i>	ership: NO eadership Program: NO O	R BA-HISTORY		

4.

<u>APPLICANTS FOR</u> <u>CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 3</u>

COMBEREARD CO	UNTI WORKFORCE DEVELOPMENT	EDUCATIONAL
NAME/ADDRESS/PHONE	OCCUPATION	BACKGROUND
JONES, NICOLE DANIELLE (B/F) 112 WEATHERSTONE DR. APT. 102 FAYETTEVILLE, NC 28311 758-5945(H)/723-3685(M/W) LOVEJONESPROSERVICES@GMAIL Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUB	<u>COM</u> . IO lership: NO .eadership Program: NO O	BS
LEWIS SHAW, KIM (B/F) REGIONAL DEVELOPMENT 7550 BEVERLY DR FAYETTEVILLE NC 28314 910-331-9690 KIM.SHAW@NCDPS.GOV Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	ership: NO .eadership Program: NO IO	TIONAL LEADERSHIP
MABE, S. AARON (-/M) 7018 BYERLY ST HOME MILLS, NC 28348 910-670-3497 <u>AMABE221@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: Ne CATEGORY: REPRESENTAT	ership: NO eadership Program: NO	MSW
MARIHUGH, SCOTT (W/M) 1640 WOODFIELD RD FAYETTEVILLE NC 28303 253-948-8849 <u>SMARIHUGH@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: No CATEGORY: GENERAL PUB	ership: NO eadership Program: NO O	BS/MBA

#### APPLICANTS FOR CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 4

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SHAW, KIM LEWIS 7550 BEVERLY DRIVE FAYETTEVILLE NC 28314 331-9690/919-805-2353 KIM.SHAW@NCDPS.GOV Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUE	ership: NO .eadership Program: NO O	MASTERS
TREGO, DAVID (W/M) 1041 WILD PINE DRIVE FAYETTEVILLE NC 28312 910-223-4001 DAVID TREGO@FAYPWC COM	CEO/GENERAL MANAGER PUBLIC WORKS COMMISSIO	UNDERGRADUATE N

#### DAVID.TREGO@FAYPWC.COM

Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: REPRESENTATIVE OF BUSINESS* 

TWITTY, MARTELLE (B/F) 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014 MARTELLECOKE@GMAIL DENTAL HYGIENIST DENTAL HYGIENE, BS DAY AND NIGHT FAMILY DENTAL

MARTELLECOKE@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

## **Candice White**

#### Subject:

FW: Workforce Development Board Vacancies/Term Expirations

From: WFD Admin Coor <cmckoy@mccog.org>
Sent: Monday, February 14, 2022 5:21 PM
To: Candice White <cwhite@co.cumberland.nc.us>
Subject: RE: Workforce Development Board Vacancies/Term Expirations

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Hi Candice,

Recommendations for reappointment The Workforce Development Board recommends reappointments for Jennifer Watson and Sherri Turner

After your review, please update me with any concerns you may have.

Thank you so much Candice.

With Kind Regards,



Cynthia M. McKoy Administrative Coordinator Mid-Carolina Regional Council



6205 Raeford Rd | Fayetteville, NC 28302 Office: 910.323.4191 Ext. 43 | Cell: 910.978.6412 <u>cmckoy@mccog.org</u> | <u>www.midcarolinacog.org</u> Visit us on Social Media: <u>Facebook |Twitter | Instagram | Linkedin</u>



## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: CANDICE H. WHITE, CLERK TO THE BOARD
- DATE: 2/21/2022

#### SUBJECT: CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES (3 VACANCIES)

## **BACKGROUND**

The Cape Fear Valley Health System Board of Trustees has the following three (3) vacancies:

#### R.N. Position

Murtis Worth, RN - completed second term. Not eligible for reappointment. The Cape Fear Valley Health System Board of Trustees Nominating Committee recommends **Shannon Matthews**, RN.

General Public Category

Pamela Suggs Story - completed first term. Eligible for reappointment. The Cape Fear Valley Health System Nominating Committee recommends **Pamela Suggs Story**.

Dr. Warren McDonald - completed second term. Not eligible for reappointment. The Cape Fear Valley Health System Nominating Committee recommends **Jason Poole** and **Sanjay Shah, MD**.

The membership roster, applicant list and recommendations from the Cape Fear Valley Health System Board of Trustees/Nominating Committee are attached.

## **RECOMMENDATION / PROPOSED ACTION**

Nominate individuals to fill three (3) vacancies on the Cape Fear Valley Health System Board of Trustees.

## **ATTACHMENTS:**

Description CFVHS Board of Trustees Membership Roster CFVHS Board of Trustees Applicant List Type Backup Material Backup Material

#### CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES 3 Year Term

3 Year Term (Two medical staff seats run from October to September; remaining non-political seats expire in January.)					
Date Eligible For					
Name/Address	Appointed	Term	Expires	Reappointment	
<u>Harnett Health Representative</u> Gene Lewis 1985 Eastwood Road, Ste. 110 Wilmington, NC 28403	10/21	1st	Jan/24 1/31/24	Yes	
<u>Chief of Staff</u> Chukweumeka Chima, MD 3634 Cape Center Drive Fayetteville, NC 28304 (Medi	10/20 cal Staff Seat: Term from	1 October 1, 2020	Sept/22 09/30/22 ) to September 30	, 2022)	
<u>Vice Chief of Staff</u> Girum Feyissa, MD 112 Sutton Street Fayetteville, NC 28305 (Medi 910-615-5610	10/20 cal Staff Seat: Term fron	n October 1, 2026	Sept/22 09/30/22 ) to September 30	, 2022)	
<u>Medical Doctor</u> Dr. Michael Jones 1261 Oliver Street Fayetteville, NC 28304 910-323-1628	2/21 (County Commissioner A	lst ppointee)	Jan/24 01/31/24	Yes	
Dr. Myron Strickland 2029 Valleygate Drive Fayetteville, NC 28304 910-323-2103	2/21 (County Commissioner A	1st ppointee)	Jan/24 1/31/24	Yes	
<u>R.N. Position</u> Afua Arhin 1636 Cape Point Drive Fayetteville, NC 28312	2/21 (CFVHS Appointee)	1st	Jan/24 1/31/24	Yes	
Murtis Worth, RN 2504 N. Edgewater Drive Fayetteville, NC 28303 484-0344/672-2891	1/19 (County Commissioner A	2nd ppointee)	Jan/22 1/31/22	No	

Cape Fear Valley Health System Board of Trustees, page 2 (Two medical staff seats run from October to September; remaining non-political seats expire in January.)					
(1 wo medical stati seats run from	Date Date	er; remaining no	n-pontical seats e	Eligible For	
Name/Address	Appointed	Term	Expires	Reappointment	
<u>General Public (6)</u> Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 <u>Venus_28301@yahoo.com</u>	4/19 (County Commission	lst ner Appointee)	Jan/22 1/31/22	Yes	
Tammy S. Thurman Piedmont Natural Gas 1069 Wilkes Road Fayetteville, NC 28306 321-2982	2/21 (CFVHS Appointee)	2nd	Jan/24 01/31/24	No	
Dr. Warren McDonald 2450 Lull Water Drive Fayetteville, NC 28306 423-5360/818-1146	1/19 (County Commission	2nd ner Appointee)	Jan/22 1/31/22	No	
Marshall Faircloth 2307 Rolling Hill Rd Fayetteville, NC 28304 910-391-1285	2/21 (County Commission	1st ner Appointee)	Jan/24 1/31/24	Yes	
Alicia Marks 532 Lionshead Road #8 Fayetteville, NC 28311 910-273-4962 <u>Alicia.marks.08@gmail.com</u>	3/20 (County Commission	2nd ner Appointee)	Jan/23 1/31/23	No	
Dr. Bradley Broussard 4140 Ferncreek Drive Ste 801 Fayetteville, NC 28314	3/20 (County Commission	2nd ner Appointee)	Jan/23 1/31/23	No	
County Commissioners (7)					

Amy Cannon, County Manager - ex officio non-voting member (7/28/87) Ryan Aul, Ex-officio representing Cape Fear Valley Health Foundation

Contact:	Michael Nagowski, Chief Executive Officer – Main Office 615-6700			
	Anita Melvin, Assistant to CEO – Direct Office 615-5812 – Fax 615-6160			
	admelvin@capefearvalley.com / Reception (Tasina D.) 615-6700			
	PO Box 2000, Fayetteville NC 28302-2000			

Regular Meeting:	Last Wednesday of each month
	Meeting held in the Board Room – 5:30 PM (No April Meeting, No July Meeting,
	Combined Nov/December meeting)

# APPLICANTS FOR CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
GRANT, KELLEY Y (-/F) 3921 TASHA DRIVE HOPE MILLS NC 28348 818-0254/615-1344 <u>KELBLAZE34@GMAIL.COM</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Le Graduate-other leadership academy: NG <i>CATEGORY: REGISTERED N</i>	ership: NO eadership Program: NO O	RN BSN
HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 <u>STEVEHARPER276@GMAIL.COM</u> Graduate-County Citizens' Academy: YE Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Le Graduate-other leadership academy: CI <i>CATEGORY: GENERAL PUBL</i>	OPERATIONS MANAGER ES rship: NO eadership Program: NO TY OF FAYETTEVILLE CITIZENS	HIGH SCHOOL & SOME COLLEGE
HINSON, MARY (B/F) 3470 THAMESFORD RD FAYETTEVILLE NC 28311 919-491-3299 MHINSONLPC@GMAIL.COM Graduate-County Citizens' Academy: NC Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Le Graduate-other leadership academy: NC CATEGORY: GENERAL PUBL	rship: NO adership Program: NO )	PHD, MA
, , ,	rship: NO adership Program: NO	DR BS-HEALTH CARE ADMIN.

Cape Fear Valley Health System Applicants, page 2

Cape real valley fleatin System Applicants, page 2				
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND		
HOYT, GEORGE (TREY) III 6086 MIDUS STREET HOPE MILLS, NC 28348 433-0001/723-6897/630-7620 <u>TREYHOYT@CENTURYLINK.NET</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		PHD MED		
KALRA, DR. SUMIT (AI/M) 6824 MUNFORD DRIVE FAYETTEVILLE NC 28306 221-1903/485-6470/423-534-5990 <u>DRSUMITKALRA@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: MEDICAL DOCTOR</i>		PHYSICIAN SSOCIATES		
KEITH, THOMAS J (W/M) 121 S COOL SPRING ST FAYETTEVILLE NC 28301 483-4780/323-3222/850-3222 TJK@KEITHVALUATION.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadershi Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		BS, MAI _ APPRAISER		
4158 BENT GRASS DRIVE SAMP	SCHOOL TEACHER SON COUNTY PUBLIC SCHOO	BS-COMMUNICATIONS		
FAYETTEVILE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC				

CATEGORY: GENERAL PUBLIC

Cape Fear Valley Health System Applicants, page 3

Cape Fear Valley Health System Applicants, page 3				
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND		
PLATER, J RAY SR. (B/M) 4805 WADE STEDMAN RD WADE NC 28395 723-2461/489-8628 JPLATER@E2GP.NET Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: No <i>CATEGORY: GENERAL PUBLIC</i>		MBA, MS ROUP		
POOLE, ROBERT "JASON" (W/M) 2700 BRIAR CREEK PLACE FAYETTEVILLE NC 28304 910-978-3600 JASON@TRPSUMNER.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		ITANT BA		
SHAH, SANJAY B. (-/-) PHYS 3682 RAEBURN CT FAYETTEVILLE NC 28314 910-987-2571 SANMARGISHAH@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>	NO	MDJMBA		
SPAIN, DYMOND 7230 RYAN STREET	ATTORNEY	JURIS DOCTORATE		
FAYETTEVILLE, NC 28301 919-536-9813(H)/745-9360(W) DYMONDSPAIN@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO Serving on City of Fayetteville Ethics Commissi CATEGORY: GENERAL PUBLIC	ip Program: NO	24)		

Cape Fear Valley Health System Applicants, page 4

Cape Fear Valley Health System Applicants, page 4					
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND			
THOMPSON, DWIGHT (B/M) 3402 RUDLAND CT FAYETTEVILLE NC 28304 910-494-3959 <u>DWIGHT.E.THOMPSON@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: ` Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadershi Graduate-other leadership academy: ARMY OF <i>CATEGORY: GENERAL PUBLIC</i>	ip Program: NO	BA, MBA			
TWADDELL, ROBERT (W/M) 4574 CANASTA COURT HOPE MILLS NC 28348 910-257-7246 DOCTOR@AHEALTHYBACK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: I Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadersh Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>		DOC OF CHIROPRACTIC			
WRIGHT, DAKOTA WAYNE (-/-) 3431 REGIMENT DRIVE FAYETTEVILLE NC 28303 919-770-3783 KOTA03WRIGHT@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: 1 Graduate-Leadership Eavetteville: NO	US ARMY NO	BS – POLITICAL SCIENCE			

Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC* 

## **Candice White**

From: Sent: To: Cc: Subject: Anita Davis-Melvin <admelvin@capefearvalley.com> Tuesday, February 15, 2022 1:58 PM Candice White Hospital Board of Trustees CFVH Board Seats

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Candice, please place the vacancies for 2022 on the agenda for consideration by the Board of County Commissioners:

The members of the Nominating Committee are Glenn Adams (Chair); Charles Evans, Jimmy Keefe and Pam Story:

As of February 2022, the Cape Fear Valley Health Board of Trustees will have three vacancies which are "county" appointments.

## 2 Layperson Seats

- 1. Pam Story (eligible to be reappointed for a 2<sup>nd</sup> three year term)
- 2. Warren McDonald no eligible for reappointment/has completed two terms of three years

## **RECOMMENDATION:**

- 1. Recommend Pam Story to be reappointed.
- 2. Recommend Jason Poole and Sanjay Shah, MD to replace Warren McDonald

## **1 Nurse Seat**

 Murtis Worth, RN, Phd – not eligible for reappointment/ has completed 2 terms of 3 years)

## **RECOMMENDATION:**

• Recommend Shannon Matthews, RN, Phd to replace Murtis Worth



Anita Davis-Melvin | Assistant to CEO | Administration

Cape Fear Valley Health System | 1638 Owen Drive | Fayetteville, NC 28304 910-615-6700 | Fax 910-615-6160 | admelvin@capefearvalley.com

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## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

## TO: BOARD OF COUNTY COMMISSIONERS

## FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 2/21/2022

## SUBJECT: EQUALIZATION AND REVIEW BOARD

#### **BACKGROUND**

At the February 7, 2022 regular meeting, the Board of Commissioners nominated the following individuals to fill four (4) vacancies on the Equalization and Review Board.

<u>Appraiser Category</u> Charles McBryde Grannis

Industrialist Category William Holland

<u>At-Large Category</u> Rodney Sherrill Tracy Henderson

The membership roster for the Equalization and Review Board is attached.

## **RECOMMENDATION / PROPOSED ACTION**

Appoint individuals to fill four (4) vacancies on the Equalization and Review Board.

## **ATTACHMENTS:**

**Description** Equalization and Review Board Membership Roster

Type Backup Material

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

	Date	a of commissi	oners on septer	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
<u>Appraiser</u> Charles McBryde Grannis (W/M) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 <u>mcbryde@grannisappraisal.com</u>	2/19	1st	Mar/22 3/31/22	Yes
977-4528	3/21 ing unexpired term; eli	lst gible for two a	Mar/22 3/31/22 dditional terms)	Yes
andreajenkinsphillips@gmail.com Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	3/21	2nd	Mar/24 3/31/24	No
Curtis Alexander (W/M) 230 Hillside Ave Fayetteville, NC 28301 910-483-9537	2/19	2nd	Mar/22 3/31/22	No
Businessman Derwood Clark (B-AI/M) 620 Rockport Drive Fayetteville, NC 28311 302-7040/247-2270/868-8700 Dabishop05@gmail.com	3/21	2nd	Mar/24 3/31/24	No
Farmer Wayne Collier (W/M) 5489 Indian Ridge Rd Linden, NC 28356 980-0066/308-9197 <u>Ridgeriders4@embarqmail.com</u>	3/21	1st	Mar/24 3/31/24	Yes

# Equalization and Review Board, Page 2

# (All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

		Date			Eligible For
Name/Addres		Appointed	Term	Expires	Reappointment
Home Builder Jassan Robbin 805 Lilac Ct Stedman, NC 977-0709/705 rscjassan@gm	s (H/M) 28391 -6093	3/21	1st	Mar/24 3/31/24	Yes
<u>Industrialist</u> VACANT (V	acated by W. Beard)	2/19	1st	Mar/22 3/31/22	Yes
Real Estate Ag George Turne 1012 Cain Rd Fayetteville, N 484-4069/263	r (W/M)	3/21	1st	Mar/24 3/31/24	Yes
Chairman: Marva Lucas-Moore 1st Vice Chairman: Charles M. Grannis 2nd Vice Chairman: Derwood Clark					
Meetings:	2nd Wednesday of ev Courthouse – Room 5 (No meetings in July)		(except July)		

Contact: Joe Utley/Ashley Brewington 678-7540



## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: CANDICE H. WHITE, CLERK TO THE BOARD
- DATE: 2/21/2022

## SUBJECT: MID-CAROLINA AGING ADVISORY COUNCIL

## **BACKGROUND**

At the February 7, 2022 regular meeting, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Mid-Carolina Aging Advisory Council.

<u>Consumer Category</u> Jeannette Jordan Huffman Varice Love McKay

<u>Veterans Hospital Representative Category</u> Audrey Yvette Kizzie

The membership roster for the Mid-Carolina Aging Advisory Council is attached.

## **RECOMMENDATION / PROPOSED ACTION**

Appoint individuals to fill the three (3) vacancies on the Mid-Carolina Aging Advisory Council.

## **ATTACHMENTS:**

Description Mid-Carolina Aging Advisory Council Membership Roster

Type Backup Material

3 Year Term					
	Date			<b>Eligible For</b>	
Name/Address	Appointed	Term	Expires	Reappointment	
<u>Volunteers</u> Katherine Marable 1805 McGougan Rd Fayetteville, NC 28303 910-486-9035	9/19	1st	Sep/22 9/30/22	Yes	
Wilbert J. Stitt 217 Waxhaw Drive Fayetteville, NC 28314 860-3712/850-4480 <u>Wax217@aol.com</u>	1/21	1st	Jan/24 1/31/24	Yes	
Eleanor Hairr 4540 Matchwood Rd Fayetteville, NC 28305 910-425-8796	12/19	1st	Dec/22 12/31/22	Yes	
<u>Consumers</u> Varice Love 1315 Braybrooke Place Fayetteville, NC 28314 964-3133 <u>lovevarice@aol.com</u>	1/19	1st	Jan/22 1/31/22	Yes	
Jeanette Jordan Huffam 3911 W Bent Grass Drive Fayetteville, NC 28312 jhuffam@aol.com	1/19	1 <sup>st</sup>	Jan/22 1/31/22	Yes	
Elected Official Jackie Warner Town of Hope Mills Mayor 4333 Legion Road Hope Mills, NC 28348 910-309-7779 jwarner@townofhopemills.com	2/22	1st	Feb/25 2/28/25	Yes	
Veterans Hospital Rep. Audrey Yvette Kizzie 5605 Goose Creek Lane Fayetteville, NC 28304 424-4697/322-3081/475-6469 ayvette@embarqmail.com	1/19	1 <sup>st</sup>	Jan/22 1/31/22	Yes	

## MID-CAROLINA AGING ADVISORY COUNCIL

3 Year Term

Contact: Mid-Carolina Council of Governments (Contact: Tracy Honeycutt; Phone 323-4191 ext. 27; <u>thoneycutt@mccog.org</u>) 6205 Raeford Road, Fayetteville, NC 28304

Meetings: 1<sup>st</sup> Tuesday Quarterly, 2:00 PM, Various Locations -Meetings are held the last month of each quarter. (March, June, September and December)



## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 21, 2022**

#### TO: **BOARD OF COUNTY COMMISSIONERS**

- FROM: **CANDICE H. WHITE, CLERK TO THE BOARD**
- DATE: 2/21/2022

## SUBJECT: JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL

## BACKGROUND

At the February 7, 2022 regular meeting, the Board of Commissioners nominated the following individuals to fill four (4) vacancies on the Joint Fort Bragg & Cumberland County Food Policy Council.

Co-Chair/Military Chair from Fort Bragg Category Lt. Col. Tathetra Joseph

Member Who Does Not Work In Local Government Category Lauren Tyler

Member Involved In Local Farming and Agriculture Category Aaron Paplaczyk

Member Representing Cumberland County School District Category Sabrina Steigelman

The membership roster for the Joint Fort Bragg & Cumberland County Food Policy Council is attached.

## **RECOMMENDATION / PROPOSED ACTION**

Appoint individuals to fill the four (4) vacancies on the Joint Fort Bragg & Cumberland County Food Policy Council.

## **ATTACHMENTS:**

Description Type Joint Fort Bragg & Cumberland County Food Policy Council Membership Roster Backup Material

## FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL 1 Year Term on Formation/ 2-Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For <u>Reappointment</u>
<u>Co-Chair / Military Chair from For</u> Name Street Address City/State/Zip Phone Email	<u>t Bragg</u> (1)			
<u>Co-Chair / Civilian Chair from Cur</u> Sandy Ammons (W/F) 2201 Hull Road Fayetteville, NC 28303 988-7350/678-8201 <u>Ammonss@faytechcc.edu</u>	<u>nberland Coun</u> 12/21	ty (1) 1 <sup>st</sup>	Dec/22 12/31/22	Yes
Members Who Do Not Work in Lo Veronica Feliciano (H/F) 5220 Roy C Stallings Jr Street Hope Mills, NC 28348 964-3953/762-2262 vfeliciano@broncos.uncfsu.edi	<u>cal Governmer</u> 11/21	<u>at or Health 1</u> 1 <sup>st</sup>	<u>Agencies</u> (3) Nov/22 11/30/22	Yes
Anicca Cox (W/F) 6911 Brockwood Street Fayetteville, NC 2834 575-770-4349 <u>acox@methodist.edu</u>	12/21	1 <sup>st</sup>	Dec/22 12/31/22	Yes
Name Street Address City/State/Zip Phone Email				
Members Involved in Local Farmin Nathan Crew (W/M) 2809 Dartmouth Drive Fayetteville, NC 28304 912-463-2549 nate@crewfamilyenterprises.com Name Street Address City/State/Zip Phone Email	ng and Agricult 12/21	<u>ure</u> (2) 1 <sup>st</sup>	Dec/22 12/31/22	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment				
Member Representing Local Higher Education (Fayetteville State University, Methodist University, &								
<u>Fayetteville Technical Community</u> Dr. Dana Kolbfleisch (-/F) 7416 Hammersley Rd Fayetteville NC 28306 919-480-5388/482-5514 <u>dkolbfleisch@methodist.edu</u>	<u>Conege</u> ) (1) 11/21	1 <sup>st</sup>	Nov/22 11/30/22	Yes				
Member Representing Fort Bragg S Stephanie White (-/F) 5628 Crenshaw Drive Fayetteville, NC 28303 843-209-6848 Msjwhite99@hotmail.com	<u>chools</u> (1) 11/21	1 <sup>st</sup>	Nov/22 11/30/22	Yes				
Member Representing Cumberland County School District (1) Name Street Address City/State/Zip Phone Email								
Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access, or Child								
and Adult Care (3) Shella Korch (W/F) 2113 Stonewash Drive Fayetteville, NC 28306 972-992-8508/223-3393 s.korch@carolinaccc.com	11/21	1 <sup>st</sup>	Nov/22 11/30/22	Yes				
Yahaira Nadermann (H/F) 1 Grenado Street Ft. Bragg, NC 28307 619-952-6340/436-0500 ynadermann@asymca.org	12/21	1 <sup>st</sup>	Dec/22 12/31/22	Yes				
Candace Scott (W/F) 3551 Sturbridge Drive Hope Mills, NC 28348 382-0804/826-3131 cscott@ccpfc.org	12/21	1 <sup>st</sup>	Dec/22 12/31/22	Yes				

Fort Bragg & Cumberland County Food Policy Council, Page 2

Fort Bragg & Cumberland County Food Policy Council, Page 3

	Date		Eligible For
Name/Address	Appointed	Term	Expires Reappointment
Members Who Work in Local Gove Kenjuana McCray (B/F) 1625 Citation Court	e <u>rnment</u> (2) 11/21	1 <sup>st</sup>	Nov/22 Yes 11/30/22
Parkton, NC 28371 910-494-1352 <u>kmccray@townofhopemills.com</u>			
Natasha Randall (B/F) 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 Natasharandall717@yahoo.com	11/21	1 <sup>st</sup>	Nov/22 Yes 11/30/22

Contact: Martina Sconiers-Talbert, Grants Manager / 433-3672

Meetings: The Co-chairs will convene and preside at meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee. Meetings are the first Wednesday of the month alternating 5:00 PM and 12:00 PM, beginning with 5:00 PM in January and ending with 12:00 PM in December.

Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure and 15 members with specific categories adopted as part of resolution.