
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
SEPTEMBER 6, 2022
9:00 AM

INVOCATION - Commissioner Toni Stewart, Vice Chairwoman

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Cumberland County Monkeypox Update by Dr. Jennifer Green, Public Health Director
3. CONSENT AGENDA
 - A. Approval of August 15, 2022 Regular Meeting Minutes
 - B. Approval of Proclamation for Constitution Week
 - C. Approval of Grant Project Budget Ordinance Amendment #B230004 for Opioid Settlement Funds Strategy Options
 - D. Approval to Pay Prior Year Invoices
 - E. Approval of Declaration of Surplus County Property, Budget Ordinance Amendment #230790 and Authorization to Accept Insurance Settlement
 - F. Approval of Declaration of Surplus County Property, Budget Ordinance Amendment #231126 and Authorization to Accept Insurance Settlement
 - G. Approval of Sole Source Upgrade of Pneumatic Controls at Department of Social Services
 - H. Approval of Sole Source Upgrade of Pneumatic Controls at Detention Center
 - I. Approval of Sole Source Upgrade of Pneumatic Controls at East Regional Library
 - J. Approval of Sole Source Upgrade of Video Board Digital Media Players at the Crown Complex
 - K. Approval of Request to Call a Public Hearing on September 19, 2022 for the Edward Byrne Memorial Justice Assistance Grant Program
 - L. Approval of Induction of 2022 Agricultural Hall of Fame Nominee
 - M. Approval of Waiving Flu Vaccine Administration Fee
 - N. Approval of Revisions to the Department of Public Health Billing Guide
 - O. Approval of Temporary Display Spa Fee

- P. Approval of Health Department Delinquent Accounts to be Turned Over to the NC Debt Set-Off Program
 - Q. Approval of Sale of Surplus Real Property Located at 4210 Scary Creek Road, Fayetteville
 - R. Approval of Sale of Surplus Real Property Located at 6230 Canadian Avenue, Fayetteville
 - S. Approval of Sale of Surplus Real Property Being 12.44 Acres of Vacant Land Located Adjacent to the Cape Fear River, Fayetteville
 - T. Acceptance of Offer to Purchase Surplus Property Located at 521 Martin Road, Fayetteville
 - U. Acceptance of Offer to Purchase Surplus Property Located at 6341 Rutherglen Drive, Fayetteville
 - V. Approval of Budget Ordinance Amendments for the September 6, 2022 Board of County Commissioners' Agenda
- 4. ITEMS OF BUSINESS
 - A. Consideration of Crown Event Center Committee Recommendations
 - 5. NOMINATIONS
 - A. Board of Adjustment (2 Vacancies)
 - B. Fayetteville Technical Community College Board of Trustees (1 Vacancy)
 - 6. CLOSED SESSION:
 - A. Real Property Acquisition Pursuant to NCGS 143.318.11(a)(5)
 - B. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)
 - C. Personnel Matter(s) Pursuant to NCGS 143.318.11(a)(6)

ADJOURN

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. 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:

September 19, 2022 (Monday) - 6:45 PM
October 3, 2022 (Monday) - 9:00 AM
October 17, 2022 (Monday) - 6:45 PM



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 8/28/2022

**SUBJECT: CUMBERLAND COUNTY MONKEYPOX UPDATE BY DR. JENNIFER
GREEN, PUBLIC HEALTH DIRECTOR**

BACKGROUND

Cumberland County Public Health Director Dr. Jennifer Green will present information on monkeypox and the County's response to the disease. No cost vaccinations and testing are available at the Department of Public Health.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.

ATTACHMENTS:

Description	Type
Cumberland County Monkey Pox Informational Update	Backup Material

Cumberland County Monkey Pox Informational Update

Cumberland County Department of Public Health

Cumberland County HIV Taskforce

September 6, 2022



Monkeypox Background

- Rare disease caused by infection with the monkeypox virus typically found in West and Central Africa
 - Not necessarily caused by monkeys
- Current outbreak is spread across several countries that don't normally report monkeypox
- Current US outbreak began on May 17, 2022
- Nearly all cases have been in men who have sex with men
- **Monkeypox can be acquired by all people, regardless of gender identity or sexual orientation**
- Monkeypox has been declared a national public health emergency

In Comparison to Our COVID-19 Response...

- Monkeypox is a reportable communicable disease
- Monkeypox doesn't spread as easily
- It is rarely fatal but can cause severe debilitating pain
- We have testing capacity
 - No rapid test available
- Conduct case investigations and contact tracing for positive cases
- Positive cases are isolated, close contacts are monitored but not quarantined
- We already have a safe and effective vaccine, although in limited supply

Monkeypox: State and Cumberland County Data

- North Carolina
 - 332 cases
 - 99% of all cases are among men who have sex with men
 - 37% among 18-29 year olds
 - 54% among 30–49-year-olds
 - **68% among Black African-American Men**
 - 87% are non-Hispanic
- Cumberland County
 - 9 Cases
- Case counts are small
- To protect personal health information we are unable to provide information that may identify a person

Stay Up to Date: <https://www.ncdhhs.gov/divisions/public-health/monkeypox>

How is monkeypox spread?

Monkeypox spreads in different ways. The virus can spread from person-to-person through:

- direct contact with the infectious rash, scabs, or body fluids
- respiratory secretions during prolonged, face-to-face contact, or during intimate physical contact, such as kissing, cuddling, or sex
- touching items (such as clothing or linens) that previously touched the infectious rash or body fluids
- pregnant people can spread the virus to their fetus through the placenta

Learn More: <https://bit.ly/3OoH6j1>



Symptoms of Monkeypox

- clear or pus-filled bumps
- fever
- chills
- headache
- muscle aches
- exhaustion
- swollen lymph nodes

What does Monkeypox look like?



Photo Credits: Centers for Disease Control and Prevention, National Center for Emerging and Zoonotic Infectious Diseases (NCEZID), Division of High-Consequence Pathogens and Pathology (DHCPP) • NHS England High Consequence Infectious Diseases Network, The National Archives, contains public sector information licensed under the Open Government Licence v3.0.

Preventing Monkeypox

- Vaccination for people who are exposed or high risk
- Avoid close, skin-to-skin contact with people who have a rash that looks like monkeypox.
- Avoid contact with objects and materials that a person with monkeypox has used
- Condoms may protect from exposure. However, condoms alone may not prevent all exposures to monkeypox
- Limit your number of sex partners
- Enclosed spaces where there is intimate or sexual contact have a higher likelihood of spreading monkeypox.

Testing Availability

- Seek testing if
 - You had close contact with someone who has been diagnosed with monkeypox
 - Have symptoms of monkey pox including new or unexplained [bumps, sores, blisters, or pimples that look like monkeypox.](#)
- Call Cumberland County Department of Public Health for 910-433-3600 for an appointment

Case Investigation and Contact Tracing

- Individuals who test positive for monkeypox are given isolation instructions
 - End of isolation = rash has fully resolved, the scabs have fallen off, and a fresh layer of intact skin has formed
- Identify individuals who have been exposed, monitor for symptoms for 21 days, no quarantine
 - Self-isolate if you become symptomatic
 - Refer high risk exposure patients for vaccination
- Transmission of monkeypox requires prolonged close contact with a symptomatic individual

Examples of Monkeypox Exposure by contact with someone who has the virus

HIGHEST EXPOSURE

- Bare skin-to-skin contact with infectious rash, scabs or bodily fluids
- Sexual contact
- Other intimate skin-to-skin contact: such as kissing, massage or cuddling

SOME EXPOSURE

- Crowds where people aren't wearing much clothing with a lot of skin-to-skin contact
- Sharing drinks, utensils, cigarettes, vapes, pipes, etc.
- Sharing towels, bed linens, or other personal items
- Exposure to respiratory droplets through prolonged face-to-face contact with no mask use

UNLIKELY EXPOSURE

- Crowds where people are mostly clothed, not much skin-to-skin contact
- Shaking hands with someone with no visible rash
- Shopping at the grocery store or mall
- Traveling by bus, train or plane or using public restrooms
- Trying on clothing at a store

Everyone can do their part to control the spread of monkeypox.

Vaccination Availability

- Vaccines are available in limited supply, for individuals with known or suspected exposure to monkeypox.
- Vaccines are available to
 - Protect against monkeypox infection (within 4 days of exposure)
 - OR to reduce disease severity (within 14 days of exposure)
- JYNNEOS vaccine is a 2-dose series, 4 weeks apart for adults 18+
- Vaccines are free, regardless of insurance status

Vaccine Eligibility

- People who have been in close physical contact with someone diagnosed with monkeypox in the last 14 days (PEP)
- Men who have sex with men, or transgender individuals, who report any of the following in the last 90 days
 - Having multiple or anonymous sex partners
 - Being diagnosed with a sexually transmitted infection
 - Receiving HIV pre-exposure prophylaxis (PrEP)
- Call 910-433-3600 for a confidential appointment

Communication and Outreach Efforts

- Website Updates
- Informational webinar for public
- Communication with local health care providers
- Updates for stakeholders
 - K-12 schools, colleges/university, detention center, homeless serving agencies, PrEP providers, etc.
- Radio and TV interviews
- Paid social media
- Distribution of postcards with key information (bars, clubs, outreach events, etc.)



CLERK TO THE BOARD OF COMMISSIONERS

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, DEPUTY CLERK

DATE: 9/6/2022

SUBJECT: APPROVAL OF PROCLAMATION FOR CONSTITUTION WEEK

BACKGROUND

A request was received for a proclamation for Constitution Week from Daughters of the Revolution and for the Chairman to read the proclamation at an event on September 17, 2022 at the NC Veterans Park, located at 300 Bragg Blvd.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of the proclamation.

ATTACHMENTS:

Description	Type
Constitution Week Proclamation	Backup Material

Proclamation

WHEREAS, on September 17, 1787, after four months of debate, highlighted by sharp differences of view and by wise compromises, the outstanding leaders of our Republic, who were meeting in convention at Philadelphia, signed the Constitution of the United States of America; and

WHEREAS, the story of the framing, signing, and adoption of that epochal document constitutes one of the most significant chapters in the history of our country; and

WHEREAS, it is fitting that every American should reflect upon the vision and fortitude of our forebears in creating a charter designed "to form a more perfect Union, establish Justice, ensure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty" for themselves and for the fortunate millions who were to follow them as citizens of this Nation; and

WHEREAS, the Congress, by a joint resolution approved August 2, 1956, has requested the President to set aside the week beginning September 17 of each year as Constitution Week, a time for the contemplation and commemoration of the historic acts which resulted in the formation of our Constitution.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby designate the period beginning September 17 and ending September 23, 2022, as Constitution Week, and urge the citizens of Cumberland County to observe that week with appropriate ceremonies and activities in their schools and churches, and in other suitable places. We further urge the citizens of Cumberland County to give solemn and grateful thought to that eventful week in September 1787 when our Constitution was signed, delivered to the Continental Congress, and made known to the people of the country, thus laying the foundation for the birth of a new Nation.

Approved this 6th day of September 2022.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



GENERAL MANAGER FINANCIAL SERVICES

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 8/29/2022

**SUBJECT: APPROVAL OF GRANT PROJECT BUDGET ORDINANCE
AMENDMENT #B230004 FOR OPIOID SETTLEMENT FUNDS
STRATEGY OPTIONS**

BACKGROUND

The original grant project budget ordinance for Opioid Settlement funds was approved by the Board of County Commissioners on May 16, 2022. Cumberland County Public Health Director, Dr. Jennifer Green, made a presentation about the feedback received during community meetings and made recommendations on strategies for funding use during the August 15, 2022 Board of Commissioners meeting. Those amounts were approved and are now reflected in the attached Grant Project Ordinance Amendment #B230004. All changes from the original budget are shown in red font.

RECOMMENDATION / PROPOSED ACTION

Approve Grant Project Budget Ordinance Amendment #B230004.

ATTACHMENTS:

Description

Opioid Grant Project Budget Ordinance Amendment B230004

Type

Backup Material



GRANT PROJECT BUDGET ORDINANCE **AMENDMENT #B230004**
NORTH CAROLINA OPIOID SETTLEMENT FUNDS

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

Section 1. This ordinance is to establish a budget for the funds being distributed to Cumberland County through the North Carolina Opioid Settlement. The state of North Carolina is expected to receive a total of \$757,666,411 in funding distributions scheduled to occur between 2022 – 2038. Of those funds, Cumberland County is expected to receive a total of \$16,984,643 in funding distributions scheduled to occur between 2022 – 2038. The amount distributed by year will vary. Opioid settlement funds and any interest earnings revenue shall only be utilized on authorized opioid abatement or remediation activities.

Section 2. Cumberland County hereby adopts the following expenditure amounts for opioid abatement or remediation activities **to account for 2022 Spring and Summer payments and the 2023 summer payment. Allocated amounts below correspond to the Cumberland County Public Health Director's presentation to the Board of Commissioners on August 15, 2022, Option A Strategies. Funds not yet assigned to a specific strategy are shown as "unallocated".**

Opioid Abatement or Remediation Activities: \$3,224,385

<i>Strategy: Option A</i>	<i>Allocated Amount</i>
<i>6 – Early Intervention; 2 – Evidence-Based Addiction Treatment; 3 – Recovery Support Services; 4 – Recovery Housing Support; 5 – Employment-related Services; 12 – Reentry Programs</i>	<i>\$800,000</i>
<i>7 – Naloxone Distribution; 9 – Syringe Service Program</i>	<i>\$70,000</i>
<i>11 – Addiction Treatment for Incarcerated Persons</i>	<i>\$200,000</i>
<i>Unallocated</i>	<i>\$2,154,385</i>
<i>Total shall not exceed:</i>	<i>\$3,224,385</i>

Section 3. The following revenues are anticipated to be available (based on the 2022 spring and summer distributions) for expenditures and strategies identified in Section 2 from the date the grant project ordinance amendment is approved through June 30, 2023:

Opioid Settlement Funds:	\$3,223,385
Interest Earnings:	1,000

Section 4. The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the settlement award and to request Board of County Commissioners approval of an amended grant project ordinance as additional funds are distributed each fiscal year, prior to obligating those funds. A special revenue fund (246) has been established to account for and report on these funds.

Section 5. The Finance Director is hereby directed to report the financial status of the grant project to the governing board at the end of each fiscal year. The Public Health Director is hereby directed to file an annual impact report at the end of each fiscal year.

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

Section 7. This grant project ordinance shall expire on June 30, 2039, or when all the Opioid Settlement funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this _____ day of _____, 2022.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners



**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 8/19/2022

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th 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: Sheriff's Office
Vendor: Prime Health Services
Invoice Date: June 22, 2020
Total Amount: \$98.45

Department: Sheriff's Office
Vendor: Bob Barker Company Inc.
Invoice Date: June 8, 2021
Total Amount: \$1,136.35

Department: Sheriff's Office
Vendor: Phillip's Town Service Inc.
Invoice Date: November 8, 2020
Total Amount: \$175.00

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for the Cumberland County Sheriff's Office totaling \$1,409.80.

ATTACHMENTS:

Description

Type

Prior Year Invoice - Sheriff's Office

Backup Material



**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
DATE: August 11, 2022
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

Blause

We are requesting payment of prior year invoices as follows:

Prime Health Services, Vendor 8846

Invoice 2020-1158-001 dated 06/22/2020 totaling \$98.45 to be paid from 1014306-533207

These invoices are inmate Safekeeper Medical Services. We cannot confirm why these invoice were not received until this week as they were emailed to our office, but can confirm these services were provided. Sufficient funds are currently budgeted, and we request to pay these invoices.

Bob Baker Company, Vendor 2897

Invoice INV1626657 dated 6/8/21 totaling \$1136.35 to be paid from 1014203-522239

This invoice was for inmate supplies at the Detention Center. Again, we cannot confirm why these invoice were not received until this week as they were mailed to our office, but can confirm the items were ordered and received. Sufficient funds are currently budgeted, and we request to pay this invoices.

Phillip's Towing Service Inc., Vendor 4149

Invoice 83526 dated 11/8/2020 totaling \$175.00 to be paid from 1014200-533510

These invoices are towing services for evidence to be stored. We cannot confirm why these invoice were not received until this week as they were emailed to our office, but can confirm these services were provided. Sufficient funds are currently budgeted, and we request to pay these invoices.

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

Enclosure



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, DEPUTY FINANCE DIRECTOR

DATE: 8/19/2022

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS COUNTY PROPERTY,
BUDGET ORDINANCE AMENDMENT #230790 AND AUTHORIZATION
TO ACCEPT INSURANCE SETTLEMENT**

BACKGROUND

DATE OF ACCIDENT:	May 2, 2022
VEHICLE:	FORD 4S
VIN:	1FAHP2MK3EG143745
FLEET#:	FL-529
DEPARTMENT:	Sheriff's Office
SETTLEMENT OFFER:	\$10,182.50
INSURANCE COMPANY:	Travelers

RECOMMENDATION / PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Deputy Finance Director to accept \$10,182.50 (\$11,182.50 - \$1,000.00 deductible) as settlement.
3. Allow Travelers to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment BR# 230790 to recognize the insurance settlement.

Please note this amendment requires no additional county funds.

ATTACHMENTS:

Description

Type



MARKET VALUATION REPORT

Prepared for TRAVELERS



REPORT SUMMARY



CLAIM INFORMATION

Owner	Cumberland County Fayetteville, NC 28302
Loss Unit	Police 2014 Ford TAURUS POLICE AWD 6cyl. 3.7l Sedan
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	05/02/2022
Claim Reported	07/25/2022



INSURANCE INFORMATION

Report Reference Number	108150051
Claim Reference	A2G1150008
Adjuster	Gerber, William
Odometer	80,075
Last Updated	07/25/2022 11:25 AM



VALUATION SUMMARY

Base Value	\$ 10,451.00
DISPATCH SYSTEM	+ \$ 654.00
Adjusted Value	\$ 11,105.00
DMV	+ \$ 77.50
Deductible	- \$ 1,000.00

Total **\$ 10,182.50**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	6
Valuation Notes.....	10
Supplemental Information.....	11



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, DEPUTY FINANCE DIRECTOR

DATE: 8/25/2022

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS COUNTY PROPERTY,
BUDGET ORDINANCE AMENDMENT #231126 AND AUTHORIZATION
TO ACCEPT INSURANCE SETTLEMENT**

BACKGROUND

DATE OF ACCIDENT:	July 16, 2022
VEHICLE:	Ford Explorer
VIN:	1FM5K8AR2HGB00983
FLEET#:	FL-1718
DEPARTMENT:	Sheriff's Office
SETTLEMENT OFFER:	\$16,404.16
INSURANCE COMPANY:	Travelers

This is a total loss settlement offer.

RECOMMENDATION / PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Accounting Supervisor to accept \$16,404.16 (\$17,404.16- \$1,000 deductible) as settlement.
3. Allow Travelers to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment BR# 231126 to recognize the insurance settlement.

Please note this amendment requires no additional county funds.

ATTACHMENTS:

Description	Type
Market Valuation Report	Backup Material



MARKET VALUATION REPORT

Prepared for TRAVELERS - THE TRAVELERS INDEMNITY COMPANY



REPORT SUMMARY



CLAIM INFORMATION

Owner	Cumberland, County Of Fayetteville, NC 28301
Loss Unit	Police 2017 Ford EXPLORER POLICE AWD 6cyl. 3.7l Utv
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	07/16/2022
Claim Reported	08/12/2022



INSURANCE INFORMATION

Report Reference Number	108474679
Claim Reference	A2F1249001
Adjuster	Cucchi, Dylan
Appraiser	Laurie B., Daniel
Odometer	119,032
Last Updated	08/12/2022 12:41 PM



VALUATION SUMMARY

Base Value	\$ 16,822.00
Adjusted Value	\$ 16,822.00
Tax (3%)	+ \$ 504.66
Tax reflects applicable state, county and municipal taxes.	
DMV	+ \$ 77.50
Deductible	- \$ 1,000.00

Total	\$ 16,404.16
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The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

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MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 8/17/2022

SUBJECT: APPROVAL OF SOLE SOURCE UPGRADE OF PNEUMATIC CONTROLS AT DEPARTMENT OF SOCIAL SERVICES

BACKGROUND

Funds in the amount of \$70,000.00 were appropriated in the fiscal year 2023 Capital Improvement Plan budget for the upgrade of pneumatic controls on the ground floor of the Department of Social Services building. The existing controls will be replaced with a direct digital control (DCC) system. This is for the ground floor and last floor to complete.

The existing controls are operated using Metasys Software. Metasys software is proprietary to Johnson Controls, Inc. The new controls must be compatible with the existing software. To maintain standardization and compatibility, the new controls need to be procured from and installed by Johnson Controls, Inc. A quote has been submitted in the amount of \$64,027.68.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Johnson Controls Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 7-29-22 Department: Internal Services

1. Vendor Name (Legal Name): Johnson Controls Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$70,000 Original Budget (Y/N): Y or Budget Revision #: N/A

Budget Codes (The budget the purchase will be made from):

Org: 107485 Object Code: 597050 Project Code: 23105

Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

The existing pneumatic controls at the Department of Social Services are outdated and need to be replaced. The new controls will be direct digital controls which are more energy efficient. Four floors have already been replaced. This is for the Ground Level and last floor to complete.

5. Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

Johnson Controls Inc. replaced the other four floors in previous fiscal years. The new controls must be compatible with the other floors that have already been completed by this vendor.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: _____

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By: _____

Date: 8/17/22

BOCC Meeting Date: 9/16/22 Deadline for Novus Entry: 8/25/22



DDC controls upgrade
Quote Prepared by Stanley Thibodeaux
07/25/2022



PROPOSAL

Account Information

Bill To: CUMBERLAND COUNTY ELECTRICAL
PBEM 420 MAYVIEW STREET
FAYETTEVILLE NC
USA 28306

Quote Reference Number: 1-1ITP9LSZ

Project Name: DDC controls upgrade

Site: COUNTY OF CUMBERLAND DEPT OF SOCIAL SERVICES -DSS
1225 RAMSEY ST
FAYETTEVILLE NC 28301-4401

Branch Info: JOHNSON CONTROLS WILMINGTON NC CB - 0N0A

Attn: JEFFERY BROWN

Customer Information

Name: JEFFERY BROWN

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$64,027.68

This proposal is valid through: 08/21/2022

CUMBERLAND COUNTY ELECTRICAL

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Jci will replace existing pneumatic controls with new DDC CONTROLS on the ground floor. This will include 48 boxes

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's Invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on Invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. ~~Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses).~~ In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order

14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. ~~The prevailing party shall recover all legal costs and attorneys' fees incurred as a result.~~ Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

~~**14. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.~~

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. ~~To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.~~

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or

JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

20. JCI DIGITAL SOLUTIONS. Use, Implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. **Company as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or ideas attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls' ACH/EFT bank transfer details will be forthcoming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____
☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____



**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 8/17/2022

**SUBJECT: APPROVAL OF SOLE SOURCE UPGRADE OF PNEUMATIC
CONTROLS AT DETENTION CENTER**

BACKGROUND

Funds in the amount of \$100,000.00 were appropriated in the fiscal year 2023 Capital Improvement Plan budget for the upgrade of pneumatic controls at the Detention Center building. The existing controls will be replaced with a direct digital control (DCC) system. This is a multi-year project, and this will be the first phase.

The existing controls are operated using Metasys Software. Metasys software is proprietary to Johnson Controls, Inc. The new controls must be compatible with the existing software. To maintain standardization and compatibility, the new controls need to be procured from and installed by Johnson Controls, Inc. A quote has been submitted in the amount of \$99,551.00.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Johnson Controls Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 7-29-22 Department: Internal Services

1. Vendor Name (Legal Name): Johnson Controls Inc

***Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$100,000 Original Budget (Y/N): Y or Budget Revision #: N/A

Budget Codes (The budget the purchase will be made from):

Org. 1074185 Object Code: 599050 Project Code: 23114

Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

The existing pneumatic controls at the Detention Center are outdated and need to be replaced. The new controls will be direct digital controls which are more energy efficient.

5. Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.):

The existing pneumatic controls are Johnson Controls Inc and the new digital controls must be compatible with the remaining existing controls that will be replaced in a future year.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: _____

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By: _____

Date: 8/17/22

BOCC Meeting Date: 9/16/22 Deadline for Novus Entry: 8/25/22



Cumberland Detention
Quote Prepared by Stanley Thibodeaux
07/26/2022



PROPOSAL

Account Information

Bill To: CUMBERLAND COUNTY ELECTRICAL
PBEM 420 MAYVIEW STREET
FAYETTEVILLE NC
USA 28306

Quote Reference Number: 1-1IX7UC8T

Project Name: Cumberland Detention

Site: COUNTY OF CUMBERLAND DETENTION CENTER
204 GILLESPIE ST
FAYETTEVILLE NC 28301-5646

Branch Info: JOHNSON CONTROLS WILMINGTON NC CB - 0N0A

Attn: RICKY HAIRUSA

Customer Information

Name: RICKY HAIR

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$99,551.00

This proposal is valid through: 08/25/2022

CUMBERLAND COUNTY ELECTRICAL

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Johnson Controls will replace all 12 volt dc EPs with new 24 Ac EPs. JCI will also re wire all existing safety circuits and make sure all devices are functioning properly. Johnson Controls will install and start up 15 new VFD and do a commissioning report on each one

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. ~~Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses).~~ In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order

14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

~~82 The prevailing party shall recover all legal costs and attorneys' fees incurred as a result.~~ Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

~~82 14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.~~

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. ~~To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.~~

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM/Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or

JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. Company as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

<p>CUSTOMER ACCEPTANCE</p> <p>In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.</p> <p>Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls' ACH/EFT bank transfer details will be forthcoming upon contractual agreement.</p> <p>This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.</p> <p>To ensure that JCI is compliant with your company's billing requirements, please provide the following information:</p> <p>PO is required to facilitate billing: <input type="checkbox"/> NO: This signed contract satisfies requirement</p> <p><input type="checkbox"/> YES: Please reference this PO Number: _____</p> <p>AR Invoices are accepted via email: <input type="checkbox"/> YES: Email address to be used: _____</p> <p><input type="checkbox"/> NO: Please submit invoices via mail <input type="checkbox"/> NO: Please submit via _____</p>
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**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 8/17/2022

**SUBJECT: APPROVAL OF SOLE SOURCE UPGRADE OF PNEUMATIC
CONTROLS AT EAST REGIONAL LIBRARY**

BACKGROUND

Funds in the amount of \$70,000.00 were appropriated in the fiscal year 2023 Capital Improvement Plan budget for the upgrade of pneumatic controls at the East Regional Library. The existing controls will be replaced with a direct digital control (DCC) system.

The existing controls are operated using Metasys Software. Metasys software is proprietary to Johnson Controls, Inc. The new controls must be compatible with the existing software. To maintain standardization and compatibility, the new controls need to be procured from and installed by Johnson Controls, Inc. A quote has been submitted in the amount of \$57,821.10.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Johnson Controls Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 7-29-22 Department: Internal Services

1. Vendor Name (Legal Name): Johnson Controls Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$70,000 Original Budget (Y/N): Y or Budget Revision #: N/A
Budget Codes (The budget the purchase will be made from):
Org. 1074185 Object Code: 572050 Project Code: 23115
Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):
The existing pneumatic controls at East Regional Library are outdated and need to be replaced. The new controls will be direct digital controls which are more energy efficient.

5. Which General Statute Sole Source Standard Does this Request Meet?

- ☐ (1) Performance or price competition is not available. Explain Below.
- ☐ (2) Product is available from only one source. Explain Below.
- ☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

The existing pneumatic controls are Johnson Controls Inc and the new digital controls must be compatible with the remaining Johnson Controls Inc. equipment that is operated by the controls.

6. Required Attachments:

- a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
- b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]
Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By: Jessica Hullender Date: 8/17/22

BOCC Meeting Date: 9/6/22 Deadline for Novus Entry: 8/25/22



Replacing pneumatic controls
Quote Prepared by Stanley Thibodeaux
07/25/2022



PROPOSAL

Account Information

Bill To: CUMBERLAND COUNTY ELECTRICAL
PBEM 420 MAYVIEW STREET
FAYETTEVILLE NC
USA 28306

Quote Reference Number: 1-1IX7GGNI

Project Name: Replacing pneumatic controls

Site: COUNTY OF CUMBERLAND EAST REGIONAL LIBRARY
4809 CLINTON RD
FAYETTEVILLE NC 28312-8401

Branch Info: JOHNSON CONTROLS WILMINGTON NC CB - 0N0A

Attn: JEFFERY BROWN

Customer Information

Name: JEFFERY BROWN

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$57,821.10

This proposal is valid through: 08/24/2022

CUMBERLAND COUNTY ELECTRICAL

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Jci will replace existing pneumatic controls on 25 vav boxes, 3 air handling units, 1 boiler and 1 chiller. This will include adding return air sensors, discharge air sensor and mixed air sensors. Jci will also replace existing pneumatic actuators on each air handling unit.

Exclusions:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternatives, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. ~~Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses).~~ In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order

14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

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9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. ~~The prevailing party shall recover all legal costs and attorneys' fees incurred as a result.~~ Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

~~**14. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.~~

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. ~~To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.~~

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or

JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. Company as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Company as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or forms attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls' ACH/EFT bank transfer details will be forthcoming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via email: ☐ YES: Email address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____



**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 8/23/2022

**SUBJECT: APPROVAL OF SOLE SOURCE UPGRADE OF VIDEO BOARD DIGITAL
MEDIA PLAYERS AT THE CROWN COMPLEX**

BACKGROUND

Funds in the amount of \$60,000.00 were appropriated in the fiscal year 2023 Crown budget to upgrade the Daktronics Video Board Digital Media Players (DMP) at the Crown Complex. The DMPs that interact with the new scoreboard and ribbon lighting need to be upgraded to operate properly with each other.

The Daktronics Video Board DMPs can only be purchased from Daktronics, Inc. The DMPs must be compatible with the video system and the scoreboard system. Using equipment outside of the Daktronics equipment could result in operational failures and void any warranties. To maintain standardization and compatibility, the upgraded DMPs need to be procured from and installed by Daktronics, Inc. A quote has been submitted in the amount of \$42,903.79. This quote is only for the Daktronics Video Board DMPs that are required to be upgraded, to include installation, testing, training, and a 1-year warranty on parts and labor. The upgraded DMPs will increase reliability and overall system life, in addition to providing many improvements in ease-of-use for system operation, improved workflow, Windows 10 compatibility, and simplification of the system.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception for the Daktronics Video Board Digital Media Players (DMP) that interact with the new scoreboard and ribbon lighting at the Crown Complex based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Daktronics Quote	Backup Material
Sole Source Letter	Backup Material



Sole Source Request Form (Eff. 6/21/21)
Submit Completed Form to Purchasing

Date: 08-05-2022 Department: Engineering

1. Vendor Name (Legal Name): Daktronics, Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$60,000 Original Budget (Y/N): Yes or Budget Revision #: _____

Budget Codes (The budget the purchase will be made from):

Org. 6004442 Object Code: 577050 Project Code: 23203

Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): No

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

Daktronics Digital Media Player to upgrade existing video system

5. Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

The current video control system in place at the Crown is a Daktronics system. The Daktronics brand can only be purchased from Daktronics. This is an upgrade to the current system.

6. Required Attachments:

- a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

[Signature] Date: 8/23/22

BOCC Meeting Date: 9/16/22 Deadline for Novus Entry: 8/25/22



DAKTRONICS QUOTE

Crown Complex

1960 Coliseum Drive
Fayetteville, NC 28306
Seth Benalt
910-438-4147

798636-1 REV 1

18-July-2022

Valid for 60 Days

FCA: Daktronics

Payment Terms: N30 from Shipment

RE: Crown Complex – Control Upgrade

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Quote to Crown Complex ("Purchaser").

On behalf of Daktronics, we deeply appreciate the opportunity to present this proposal for your consideration. We would be honored to assist in providing the best possible experience and meet and exceed your every expectation.

Please find our Control System Upgrade quote on the proposed system upgrades in this document. After reviewing your current control system and request, we have assembled the best solution to achieve the desired state of upgrading your control system to the latest generation of Daktronics control equipment. The proposed control system increases reliability and overall system lifetime by replacing all Digital Media Players with our latest equipment. The upgrades to the DMPs provides many improvements in ease-of-use for system operation, improved workflows, Windows 10 compatibility and simplification of your system.

We look forward to helping you connect with your audience to enhance their experience for many years to come!

Equipment

DMP-8300 Media Player – QTY 4
DMP-8302 Media Player – QTY 2

Services

Onsite Installation & Testing – 1 Day
Onsite Operator Training – 1 Day
Warranty – 1 Year Parts & Labor

Freight included

TOTAL PRICE \$ 42,903.79 (amount in USD)



DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

August 18, 2022

Crown Complex
1960 Coliseum Drive
Fayetteville, NC 28306

Re: Daktronics Quote:798636-1

Attn: Board of Commissioners

Daktronics provided Quote 798636-1 to Seth Benalt at the Crown Coliseum on July 18, 2022. All equipment provided on that quote is proprietary in nature to Daktronics. All components provided are designed, manufactured and service by Daktronics. Any attempt to replicate or use equipment outside of the Daktronics equipment could result in operational failures and void any warranties.

Regards,

Dustin Culhane
Daktrnics, Inc.



SHERIFF'S OFFICE

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF ENNIS WRIGHT

DATE: 8/16/2022

**SUBJECT: APPROVAL OF REQUEST TO CALL A PUBLIC HEARING ON
SEPTEMBER 19, 2022 FOR THE EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM**

BACKGROUND

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Justice Assistance Grant Program through the United States Department of Justice (USDOJ). As part of USDOJ requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity on Sheriff's Office and County social media channels and by posting notices at the Law Enforcement Center. The Sheriff's Office is requesting the Board of Commissioners to schedule a public hearing on the Edward Byrne Memorial Justice Assistance Program application at the September 19, 2022 Cumberland County Board of County Commissioners Meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the request for a Public Hearing to be held on September 19, 2022.

ATTACHMENTS:

Description

CCSO Public Hearing Notice

Type

Backup Material



Cumberland County Sheriff's Office

News Release

Public Information Office

Contact: Lieutenant Patrice Bogertey, Public Information Officer

Office Telephone: (910) 321-6416

Mobile Telephone: (910) 849-7333

E-mail: pbogertey@ccsonc.org

Date: 16 August 2022

OCA:

Notice of Public Hearing

The Cumberland County Sheriff's Office and the City of Fayetteville Police Department are eligible to apply for the BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program-Local Solicitation from the US Department of Justice. The grant totals \$213,720. A public hearing is scheduled for Monday, September 19, 2022, at 6:45 PM at the Cumberland County Courthouse, Room 118, to receive any public comments on this grant.

The Sheriff's Office intends to use these funds to defray the cost of subscriptions to the North Carolina State Bureau of Investigation and Federal Bureau of Investigation databases, equipment upgrades, and retention and recruitment efforts. The City of Fayetteville Police Department intends to use the funds for officer safety, speed alert, and other equipment upgrades.

-End of Release-



COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA B. CHILDERS, COUNTY EXTENSION DIRECTOR

DATE: 8/23/2022

**SUBJECT: APPROVAL OF INDUCTION OF 2022 AGRICULTURAL HALL OF FAME
NOMINEE**

BACKGROUND

The Cumberland County Agricultural Hall of Fame Committee met on Wednesday, August 10, 2022 and selected John Albert Carter, as the 2022 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Enclosed is supporting background information on Mr. Carter.

RECOMMENDATION / PROPOSED ACTION

Consider the induction of Mr. John Albert Carter into the Cumberland County Agricultural Hall of Fame.

ATTACHMENTS:

Description

John Albert Carter 2022 Hall of Fame Bio

Type

Backup Material

10/23/2022

**Cumberland County
Agricultural Hall of Fame
2022
Nomination Form**
(Return completed form by June 30, 2022)

Nominee's Full Name: John Albert Carter

Is the Nominee living? If living, please provide the following information:

Address: 2518 Tom Geddie Road

Eastover, NC 28312

Phone: (910)483-1525

If deceased, please provide the following information:

Name of nearest relative: _____

Address: _____

Phone: _____

Nominator: Susan Carter Canady & John Adam Carter, children

Address: 2661 Tom Geddie Road

Eastover, NC 28312

Phone: (910)438-9009 HOME

(910)263-0986 WORK

Home

Work

Eligibility:

- Nominee can be living or nominated posthumously.
- Agriculture work/achievements must have been accomplished in Cumberland County.
- Applications must be submitted using the application form (preferably typed).
- Applications must be submitted by the application deadline.
- No more than one (1) candidate will be inducted each year.
- Citizens of Cumberland County are eligible (individual can be a former citizen of Cumberland County as long as they were a citizen during their contribution to agriculture).

Please complete the following information about the Nominee

Please describe the nominee's farming operation/agricultural work:

After serving in the North Carolina National Guard from 1966-1971, Johnny initially worked in the trucking industry with companies such as Overnight, Burlington Industries, UPS, and Roadway. Around 1971, Johnny began farming on a part-time basis, working with his uncle Jim Scoggins, brother-in-law J.R. Vann, and other local farmers. He enjoyed working with his family and neighbors, and farming actually provided him a means of relaxation and escape from the pressures from a public job. During the mid-1970's, Johnny built a small hog operation in the Wade community. This initial venture, although a very small step, laid the framework for a long and rewarding career in agriculture.

In 1979, Johnny began farming full-time, and got into the hog business with his brothers-in-law Johnny and Curtis Smith. Together they established Folly Hog Farm, an independent farrow-to-finish hog operation in the Beard community of Cumberland County. For nearly twenty years, Johnny worked in the family hog business, while also developing an extensive row crop operation. In his own words, Johnny farmed "the most that he could with the least possible work force." During the course of his career, he has produced corn, soybeans, wheat, oats, sorghum, millet, cotton, and watermelons, and also raised beef cattle. In 1999, Johnny ventured out into chicken farming, and became a contract pullet grower for Tyson Foods.

Constantly looking for ways to maximize his resources, increase profitability, and maintain viability in an ever-changing agriculture environment, Johnny was one of the first farmers in our area to diversify his farming operation. From swine production, to row crops, and eventually branching out into the poultry industry, Johnny wasn't afraid to adapt and grow, and took full advantage of new opportunities. Johnny's forward thinking, willingness to make changes, receptiveness to new techniques, and calculated risk-taking has resulted in a successful, streamlined farming operation that will continue to thrive.

Please complete the following information about the Nominee

Please describe the nominee's farming operation/agricultural work:

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Currently, Johnny works every day alongside his son, Adam Carter, and his grandson, Mason Canady. They own and operate J & A Farms, with farming operations in both the Eastover and Wade/Godwin areas. He is still in the chicken business, raising pullets for Tyson Foods. He also produces corn, soybeans, and coastal Bermuda hay.

Please describe the nominee's significant accomplishments and major contributions to agriculture in Cumberland County:

Johnny's most significant contribution to agriculture is undoubtedly his commitment to and involvement with the younger farming generation in Cumberland County. His nearly 40-year tenure with the Cumberland County Livestock Association and the Youth Livestock Show and Sale demonstrates his dedication to mentoring and promoting young people in agriculture. From planning and participating in the Youth Livestock Show and Sale, to hauling animals to market after the event, he has enjoyed helping our young people develop a better appreciation and understanding of agriculture. He has worked diligently with the Livestock Association to draw attention to the hard work and success of our children, cooking and preparing for the Youth Awards Banquet held each year. He has consistently been involved with the preparation and tickets sales for the annual Livestock Association Oyster Roast fundraiser. Through all of these activities, Johnny has always been a familiar face and a voice of encouragement to the next generation of Cumberland County farmers.

Johnny has also worked with the Cumberland County Cooperative Extension to promote agriculture education and awareness in the local community. He is a regular exhibitor of farm equipment and field crops at the Cumberland County Fair. Additionally, he has served as a guest presenter for several Youth Agriculture Education programs in our area, introducing children to the importance and impact of farming.

But most importantly, Johnny does his personal best every single day to see that the future of agriculture is in capable, hardworking hands. Working today with his son and grandson, he has the unique opportunity to pass down his passion for farming to the next two generations. As a result of Johnny's influence and instruction, these two young men have gained an appreciation for agriculture and a practical, hands-on farming education that will serve them well. They have seen the sacrifice, the frustration, the satisfaction – everything that life as a farmer can bring. And still, because of the example of their farming father and grandfather, they willingly choose to continue that legacy, at a time when so many young people are walking away from the family farm. When you speak of accomplishments and contributions to agriculture, I can't think of anything more valuable than having a direct, personal, and profound impact on the next generation of farmers in this county. Johnny Carter's influence and imprint on agriculture is his lifelong investment in the future of this proud profession.

Total years of service contributing to Cumberland County agriculture: ~51 years

Nominee's agricultural leadership roles, honors, awards:

1961 - 1965: active member of the FFA (Future Farmers of America) at Central High School in Fayetteville, North Carolina

- served as Reporter for 2 years
- member of the Parliamentary Procedure Team
- member of the Soil Judging Team
- member of the Tools Judging Team

1982 - Present: active member of the Cumberland County Livestock Association

1995 - Present: Board of Directors, Cumberland County Livestock Association

- Youth Livestock Show and Sale
- Youth Awards Banquet (preparation and cooking)
- Annual Oyster Roast (planning, preparation, and ticket sales)

Cumberland County Cooperative Extension Livestock Specialized Committee

Farm Equipment and Field Crop Exhibitor, Cumberland County Fair

Guest Presenter for various Youth Agriculture Education programs

- presenter at Cumberland County Cooperative Extension
- presenter at Salem United Methodist Church Preschool

Cape Fear Farm Credit

- served several years on the Tallying Committee

Nominee's major civic, religious, or public service contributions:

1947 - 1970: active member of Bluff Presbyterian Church in Wade, North Carolina

1966 - 1971: served in the North Carolina National Guard

1970 - Present: active member of Lebanon Baptist Church in Eastover, North Carolina

- former Deacon
- Moderator of the Church Council
- RA (Royal Ambassadors) leader for boys in grades K-12
- member of the Building and Grounds Committee
- member of the Cemetery Committee

Returned completed forms and supporting documentation by June 30, 2022 to:

Cumberland County Cooperative Extension

Attn: Agricultural Hall of Fame

Charlie Rose Agri-Expo Center

301 East Mountain Drive

Fayetteville, North Carolina 28306

<i>Johnny Carter – taking a break at the barn</i>	<i>Johnny and daughter Susan Carter Canady with her Grand Champion hog at the Cumberland County Youth Livestock Show & Sale (held at Buck Plyler's farm in Eastover) – 1984</i>
<i>Agriculture Presentation at Salem United Methodist Preschool in Eastover with grandson Mason Canady</i>	<i>Johnny's son Adam Carter (age 3), Grand Champion hog showman at the Cumberland County Youth Livestock Show & Sale – 1988</i>
<i>Agriculture Presentation at Salem United Methodist Preschool in Eastover</i>	<i>Johnny's son Adam Carter showing his hog at the Cumberland County Youth Livestock Show & Sale – mid 1990's</i>
<i>"Sweet Corn Summer" at Johnny's barn – July 2019</i>	<i>Johnny taking grandson Mason Canady on a tractor ride – circa 2008</i>
<i>"Sweet Corn Sunrise" – July 2019</i>	<i>The next two generations of farmers, son Adam Carter and grandson Mason Canady at the Cumberland County Farm Bureau meeting – Fall 2010</i>
<i>Bermuda hay harvest in Wade – July 2018</i>	<i>Johnny's son Adam Carter named the Cumberland County Farm Bureau Young Farmer of the Year – Fall 2010</i>
<i>Mason showing off the soybeans – August 2016</i>	<i>Starting them young in the chicken business Mason, Caroline, and Mary Claire Canady (grandchildren) – July 2016</i>
<i>Tractor rides with Drake and Reed Nazarchyk (both participants in the Cumberland County Youth Livestock Show) – July 2019</i>	<i>Combine driving lessons with grandson Mason Canady – August 2017</i>
<i>Johnny with granddaughter Mary Claire Canady at Wade Founder's Day – June 2018</i>	<i>Johnny and his future farmer, grandson Mason Canady – May 2019</i>

Who is Johnny Carter...

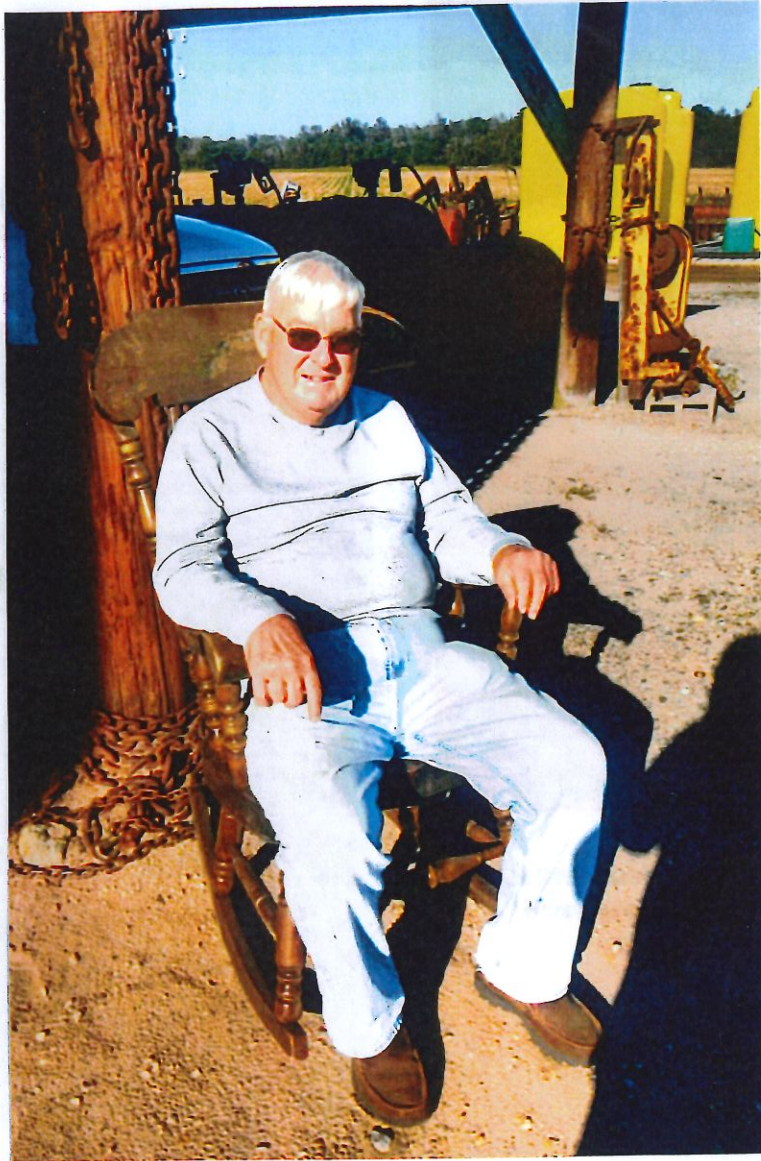
- 1) Johnny has been **a planter**, not in terms of seeds but of dreams. He gave all of our boys toy tractors when they were growing up, fostering their interest in agriculture. (Patrick Raynor, Eastover, NC)
- 2) Johnny has been **generous**. He has offered the use of equipment when he noticed a situation where it could be helpful. (Patrick and Andrew Raynor, Eastover, NC)
- 3) Johnny has been **an encourager**. He has given very good advice. We have learned that farming is very competitive, and he has a genuine desire for you to be successful. He told me "If Andrew wants to be a farmer, do what you can to make it happen." (Patrick and Andrew Raynor, Eastover, NC)

Thoughts and experiences of Patrick and Andrew Raynor, a father and son farming team from the Eastover community



Johnny Carter with Andrew Raynor, a young Cumberland County farmer – June 2019

Johnny Carter – taking a break at the barn





Agriculture Presentation at Salem United Methodist Preschool in Eastover



Agriculture Presentation at Salem United Methodist Preschool in Eastover with grandson Mason Canady





*"Sweet Corn Summer" at Johnny's barn –
July 2019*

"Sweet Corn Sunrise" – July 2019





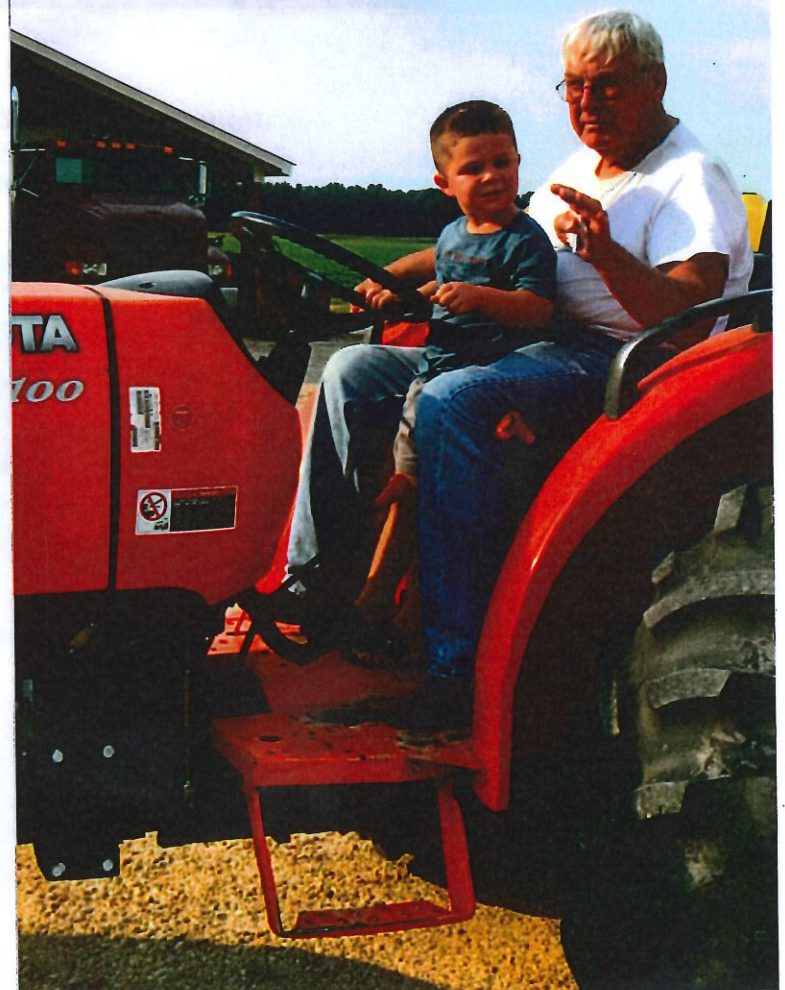
Bermuda hay harvest in Wade – July 2018

*Mason showing off the soybeans –
August 2016*





Tractor rides with Drake and Reed Nazarchyk (both participants in the Cumberland County Youth Livestock Show) – July 2019

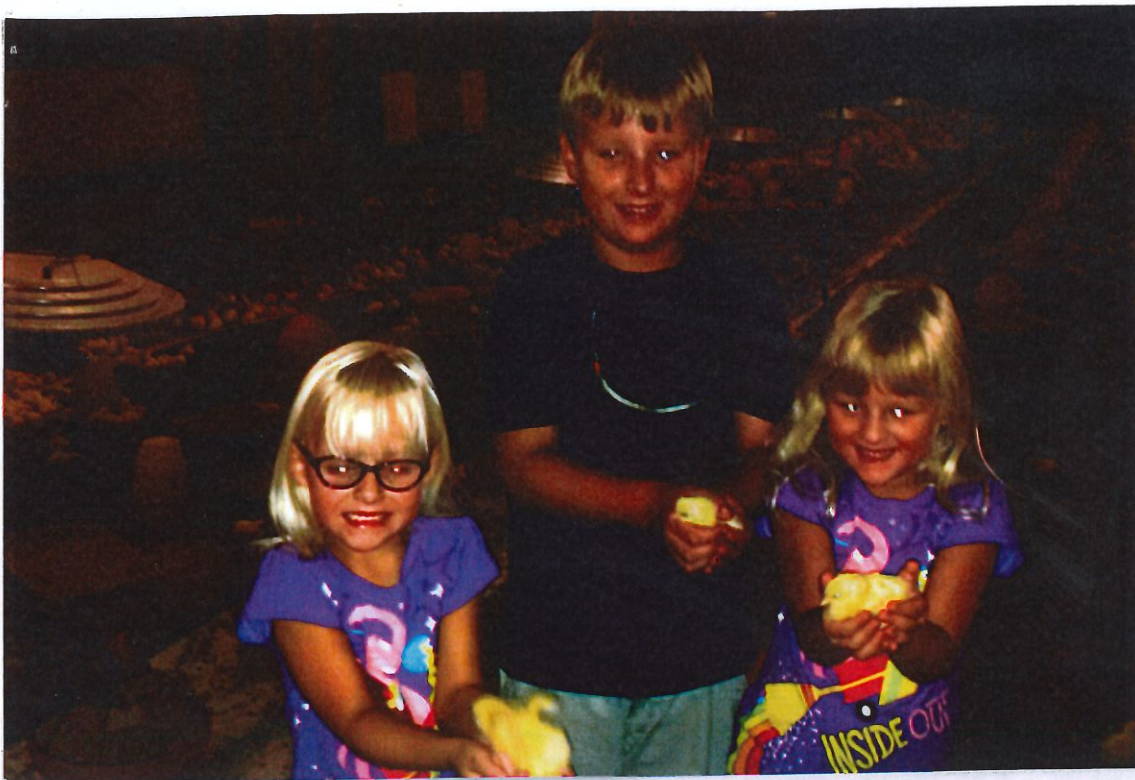


*Johnny taking grandson Mason Canady
on a tractor ride – circa 2008*



*Johnny with granddaughter Mary Claire
Canady at Wade Founder's Day – June
2018*





Starting them young in the chicken business Mason, Caroline, and Mary Claire Canady (grandchildren) – July 2016



Combine driving lessons with grandson Mason Canady – August 2017

*Johnny and daughter Susan Carter
Canady with her Grand Champion hog at
the Cumberland County Youth Livestock
Show & Sale (held at Buck Plyler's farm in
Eastover) – 1984*



Johnny's son Adam Carter (age 3), Grand
Champion hog showman at the
Cumberland County Youth Livestock
Show & Sale - 1988

3-Year-Old 'Top Hog' In The Ring

By ANDREA SHAW
Of The Times Staff

According to 3-year-old Adam Carter, business comes before pleasure.

At least it did Tuesday night when the Cumberland County youngster was crowned junior grand champion of the market hog show at the 56th annual Cape Fear Regional Fair.

Before becoming the grand champion, Adam and his hog, "Spot," also took top honors in the junior competition of the lightweight hog division.

"He loves animals," Suellen Carter, Adam's mother, said. "For his birthday Saturday, he wanted to have the party at the farm, but we compromised. He settled for McDonald's."

Donned in a plaid shirt, jeans and cowboy boots, Adam showed judges during the competition he



Staff Photo By JOHNNY HORNE

See FAIR, Page 14-B

Adam Carter In Front Of 'Spot'

was in control. Armed with a black plastic wand, he paraded Spot around the ring and in front of the judges.

For a moment, the pig stood in a corner, forcing Adam to nudge the animal back into the center ring and the public eye. Dragging his boots through the wood shavings, he guided Spot through one final lap before showing the judges who was "top hog."

"He's not afraid of animals," Mrs. Carter said. "He gets in the pen with them on the farm. He goes with his daddy every chance he gets."

Johnny Carter, Adam's father, raises hogs with his three brothers at the Folly Hog farm in the Beard Community in Eastover.

"I'm proud," Carter said. "We have been farmers for 12 years. Anything that has to do with a farm, Adam enjoys it."

After the competition, little Adam was speechless. When asked

if he did a good job, he would only nod his head. But he did say that Spot did a good job.

The competition was Adam's first, Mrs. Carter said, and her son will probably compete in more. She said she worries about son because at any time he could get hurt.

"He was thrilled to death (after entering competition)," she said. "His daddy doesn't let him do anything where he might get hurt. But he probably will enter an upcoming county livestock show."

For being crowned champion, Adam collected a trophy and blue

ribbon. He also netted \$30 for having the best show hog in the competition.

After the competition, there was time for pleasure. Adam, like any other kid at the fair, settled for some cotton candy and a couple of rides on the Ferris wheel.

He Wasn't Too Young To Win

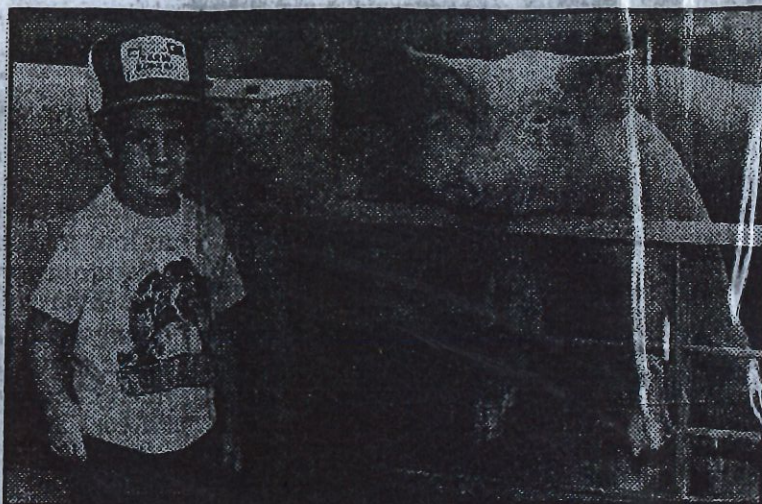
He's just about as tall as the pigs he marches around the ring, but 3-year-old Adam Carter is a winner.

Young Adam managed to beat out the competition last year and bring home a blue ribbon for the hog he showed during the 1988 Cape Fear Regional Fair. The hog, named "Spot," attracted the judge's eye, as well as the little tyke doing the herding.

Adam is the son of Johnny and Suellen Carter of Fayetteville.

In his own words, Adam says he helps his dad and two uncles raise "little pigs and big pigs" on the family farm. His mother says he spends a lot of time down at the hog stalls about two miles from the house.

The family has been in the hog business for about 13 years, Mrs. Carter said.



Adam Carter, 3, Helps With Family's Hog Business

At the tender age of 3, mom and dad decided to let him, as well as his 14-year-old sister Susan, show hogs at the fair.

Adam came home with a ribbon and the distinction of being probably the youngest winner in the history of the fair.

At 38-inches tall, Adam isn't much taller than many of the hogs are, his mother said. "He's not afraid of them at all."

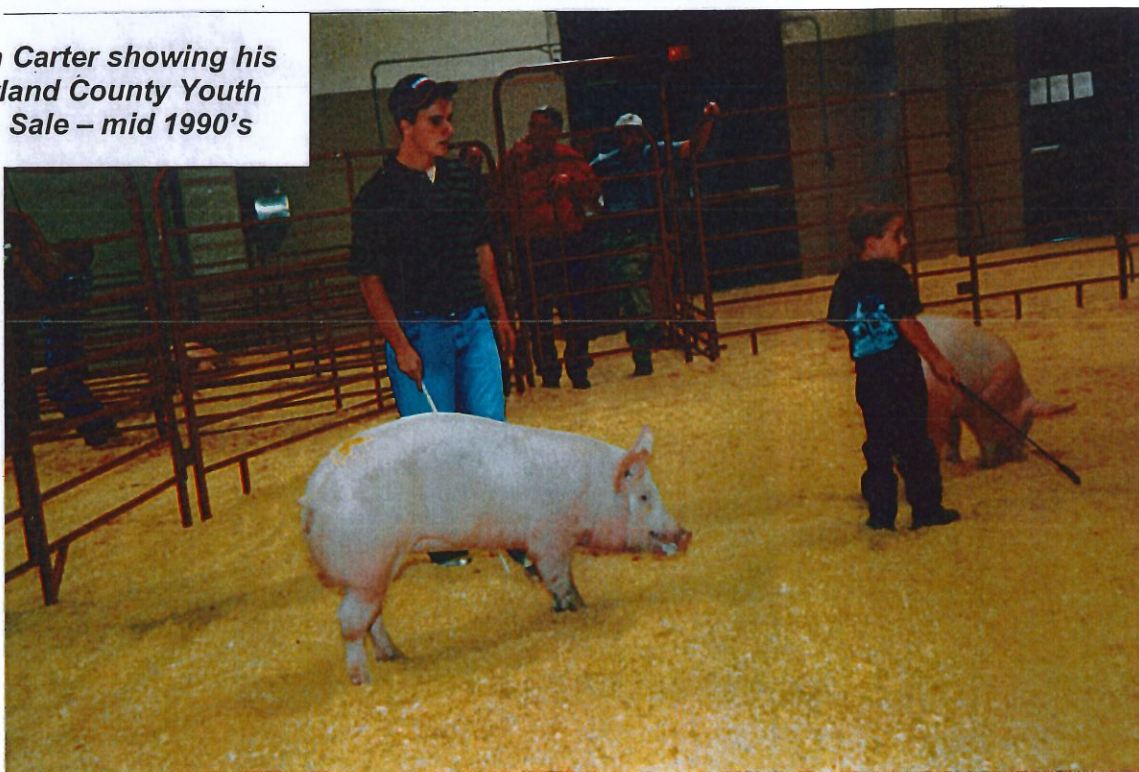
By the time this year's fair rolls around, Adam will be 4 years old and ready to show another hog.

"We're really proud of him," Mrs. Carter said. She believes her son will end up in the family business.

The Cape Fear Regional Fair Junior Market Hog Show will be held Sept. 26 at 6 p.m. in the Charlie Rose Agri-Expo Center.

Johnny's son Adam Carter (age 3), Grand Champion hog showman at the Cumberland County Youth Livestock Show & Sale - 1988

Johnny's son Adam Carter showing his hog at the Cumberland County Youth Livestock Show & Sale - mid 1990's





**Johnny's son Adam Carter named the
Cumberland County Farm Bureau Young
Farmer of the Year – Fall 2010**

Farmers: Young honoree raises chickens, soybeans, grain and hay *Kudos to Adam !!*

From Page 1B

for 20 years. "If you love what you do, it's not considered work."

Weathington said he has gotten to see many places during his travels, including volcanoes, jungles and deserts.

"It's very interesting," he said. "It's kind of like that TV show 'Survivor' with farming mixed in."

His father, Billie Weathington, also was in attendance. Billie was inducted into the Hall of Fame in 1995.

Glenn Jernigan, program chairman of the Fayetteville Kiwanis Club, said North Carolina is the fourth most diverse agricultural state in the nation, and those farmers are going to help meet the growing national demand for food.

By the year 2050, research says the worldwide demand for food is going to double, Jernigan said.

The Fayetteville Kiwanis Club has held a Farm City Week for more than 35 years as a way to honor farmers for their contributions.

Danny Highsmith, former Duke basketball commentator, spoke at the event, as did Lt. Gov. Walter Dalton.

"These people who are in agriculture to-



Staff photo by Cindy Burnham

**Adam Carter is Cumberland County's
Young Farmer of the Year.**

day, they are there for us year in and year out," Dalton said.

He said North Carolina farmers turn economic downturns into opportunities.

"We play second fiddle to nobody," Dalton said. "We're always going to lead."

At the luncheon, the Kiwanis Club also recognized the Cumberland County Farm Bureau Young Farmer of the Year, Adam

Carter of Eastover.

Carter grew up in a family of farmers, and he took over the family farm at a young age.

He raises about 150,000 chickens annually for Tyson Foods, and he also grows soybeans, grain and hay.

"By the time he went to school, he was driving a tractor," said Colby Lambert, a N.C. Cooperative Extension agent.

Carter was about 4 years old when he won his first hog show.

His father, Johnny Carter, watched his son receive the award. Many generations of Carters have won similar awards.

"It looks like he's following in his father's and grandfather's footsteps," Johnny Carter said.

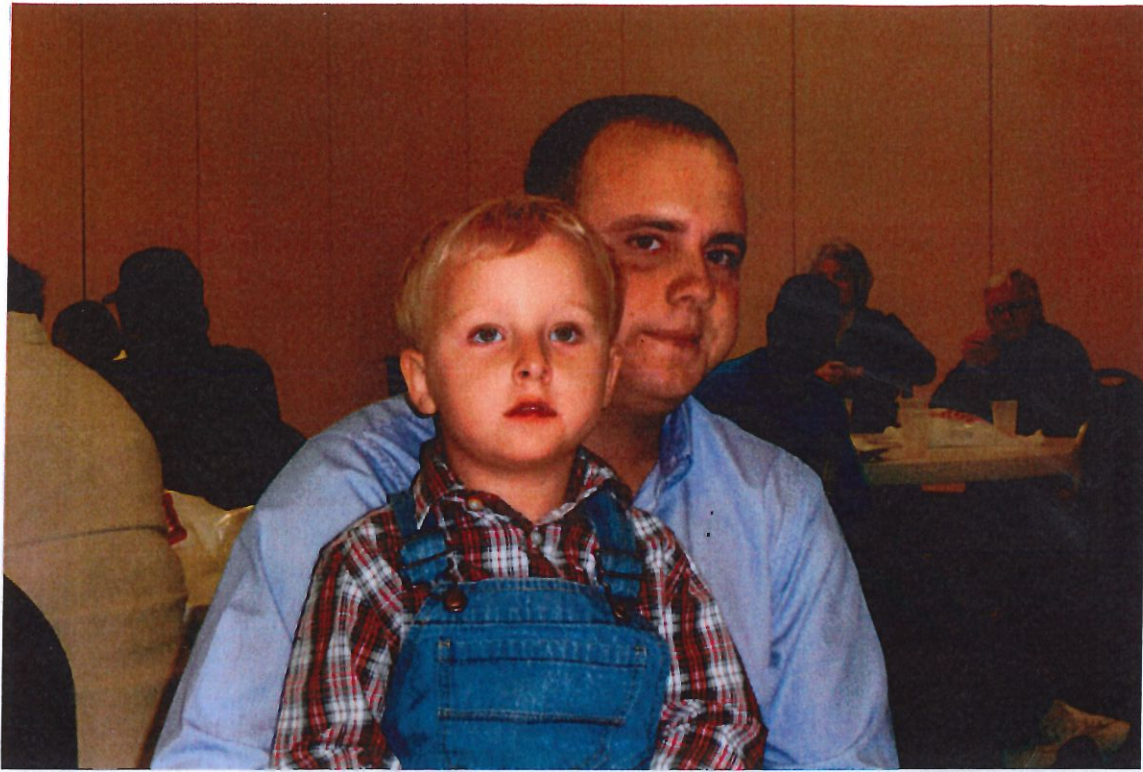
Adam Carter, who is 25, thanked the crowd for the recognition.

"We as farmers need all the support we can get," he said.

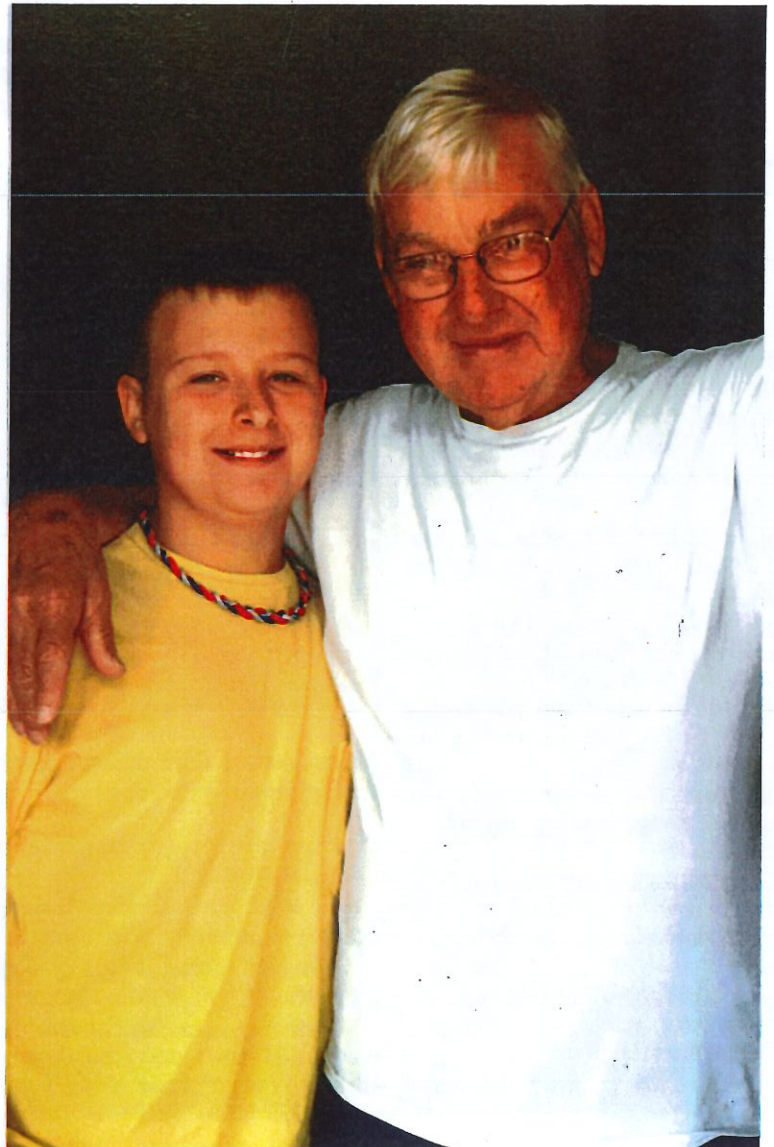
Asked if he would enjoy any other occupation, Carter shook his head.

"I've loved it from the start," he said. "This is what I've always wanted to do."

Staff writer April Dudash can be reached at dudasha@fayobserver.com or 486-3569.



The next two generations of farmers, son Adam Carter and grandson Mason Canady at the Cumberland County Farm Bureau meeting – Fall 2010



Johnny and his future farmer, grandson Mason Canady – May 2019



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 8/23/2022

SUBJECT: APPROVAL OF WAIVING FLU VACCINE ADMINISTRATION FEE

BACKGROUND

The Cumberland County Department of Public Health (CCDPH) provides flu vaccines to the citizens of Cumberland County. Fees are recommended for each vaccine by considering the acquisition cost of the vaccine, the Medicaid rate, 3rd Party rates and the type of vaccine being administered. After a review of the flu vaccines to be administered during FY23, it was determined that the fees for Flublok (CPT-90682), Fluzone High Dose (CPT-90662), and Flu Preservative Free (CPT-90686) did not need to be changed this year. Historically, we have waived the administration fee for uninsured and underinsured adults. The proposed administration fee for 1 vaccination is \$24

During the Board of Health Meeting on August 16, 2022 the Board of Health approved to waive the vaccine administration fee for flu.

For the 2022-2023 flu season, the Health Department will be able to provide flu vaccine at no cost to the uninsured and underinsured. CCDPH has received COVID-19 funds, which will offset the cost of flu vaccines for the uninsured and underinsured. Adults (19 and older) enrolled in the Be Smart Family Planning program and uninsured pregnant women are already eligible to receive flu vaccinations at no cost. Children age 18 and under are also able to receive the vaccine at no cost through the Vaccines for Children program.

RECOMMENDATION / PROPOSED ACTION

Recommend approval to waive the administration fee for uninsured and underinsured adults

ATTACHMENTS:

Description

Spa Fees and Flu Fees

Type

Backup Material

Cumberland County Board of
Commissioners

Fee Updates

Jennifer Green

Cumberland County Department of Public
Health

September 6, 2022



Public Health Department FY22 Fee Schedule

- G.S. 130-A-29(g) allows LHDs to implement fees for services rendered with approval of the Board of Health and Cumberland County Board of Commissioners
- Fees are set based on
 - Acquisition cost of the vaccine
 - Medicaid rate
 - 3rd Party rates
 - Type of vaccine/service being administered

Waiving of Administration Fee for Flu

- Based on the Medicaid Rate and third-party rate, fees for the cost of the vaccine did not change for FY 23
 - Vaccines are free for children through the Vaccines for Children Programs
 - Vaccines are free for uninsured pregnant women through the Be Smart Family Planning Program
 - CCDPH has received COVID-19 funds, which will offset the cost of flu vaccines for the uninsured and underinsured adults
- The cost to administered a single vaccine is \$24

Waiving of Administration Fee for Flu

- Waiving the administration fee allows flu shots (vaccines + administration fee) to be free for those that are uninsured and underinsured
- Board of Health approved the waiving the administration fee at their August 16, 2022 meeting
- Recommendation/Proposed Action
 - Move to approve a waiving the flu administration fee for underinsured and uninsured adults

Temporary Display Spa Fees

- NC General Assembly amended G.S. 130A-280 to include “spas operating for display at temporary events” in the definition of public swimming pools, incorporated into Rules for Swimming Pools
- Requires local health departments to permit display spas at temporary events effective, July 1, 2022
- Submit a permit application 15 days before the event and pay fee established by the local health department

Temporary Display Spa Fees

- Proposed fee is \$75 based on similar services provided
- Board of Health approved the proposed fee at their August 16, 2022 meeting
- Recommendation/Proposed Action
 - Move to approve a \$75 permitting fee for Display Spas at Temporary Events



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 8/23/2022

**SUBJECT: APPROVAL OF REVISIONS TO THE DEPARTMENT OF PUBLIC
HEALTH BILLING GUIDE**

BACKGROUND

The Billing Guide provides detailed billing information for each program offered by the Health Department. The guidelines are in compliance with requirements from NC Department of Public Health, NC Department of Health and Human Services, Division of Medical Assistance and Centers for Medicaid and Medicare Services. The revised version includes the following changes effective September 19, 2022.

- Changes to the format requested by the NC DPH Women's Health Consultant
- PG 10: Revisions to the language to clarify the procedure related to verification of patient income for Title X Family Planning Services such that income verification does not burden patients with low income or impede access to care.

At the Board of Health meeting on August 16, 2022, the Board of Health approved the Revised Billing Guide to be followed when providing services to Health Department patients.

If the changes are approved, the agency will post public notices in the clinics and patient registration. In addition, all patients with scheduled appointments will be contacted to notify them of our policy change immediately. Patients requesting appointments after approved will be informed of our proof of income policy prior to scheduling an appointment.

RECOMMENDATION / PROPOSED ACTION

Requesting approval of the Revised Billing Guide as presented.

ATTACHMENTS:

Description	Type
Billing Guide	Backup Material

Cumberland County
Department of Public Health
Billing & Collection Policies

*Approved by the Cumberland County
Board of Health –*

*Approved by the Cumberland County
Board of Commissioners –*



Cumberland County Health Department
Fees, Eligibility & Billing Policies & Procedures

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Fees

Foundation

Public health services are increasingly costly to provide. The Health Department serves the public interest best by assuring that all legally required public health services are furnished for all citizens and then providing as many recommended public health services as it can for those citizens with greatest need.

Cumberland County Health Department provides services without regard to religion, race, color, national origin, creed, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, marital status, parity, or contraceptive preference.

Fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves.

Fees for Health Department services are authorized under North Carolina 130A-39 (g), provided that 1) they are in accordance with a plan recommended by the Health Director and approved by the Board of Health and the County Commissioners, and 2) they are not otherwise prohibited by law. Fees are based on the cost of providing the service.

Fee Setting

Health Departments must develop a pricing policy addressing establishment of usual and customary charges, applying income-based discounts, non-sliding fee scale services, third party billing/reconciliation, Medicaid (physician administered drugs, fee for service drugs (340b), managed care, Medicaid as secondary payer). (See attachment A Fee Setting Policy)

Vaccine and Administration

Cumberland County Health Department will not charge a fee to clients for state supplied vaccines provided to clients that are eligible for such vaccine in accordance with the NCIP Coverage Criteria and Vaccine for Children. Administration fees for the rendering of state supplied vaccine may be billed to Medicaid. State supplied vaccine will be identified with a SL modifier. The appropriate NDC code must also be included.

Clients and Third- Party Payers may be charged and/or billed the administration fee and the cost of purchased vaccine by the Cumberland County Health Department as a non-sliding fee when provided outside of programs.

Vaccine administration and vaccine provided within Child Health, Family Planning, and Maternal Health program will be subject to the sliding fee scale.

340b Drugs and Devices

Cumberland County Health Department bills Medicaid the acquisition cost of medication or devices purchased through the 340b drug program. All 340b drugs and devices are identified with a UD modifier in the billing system. 340b drugs and devices are billed to Medicaid with an FP and UD modifier. The appropriate NDC code must also be included. Drugs and devices purchased through the 340b program are labeled as 340b and stored separately from other medications and supplies.

Non-Sliding Fees

The terminology, "Flat Fees" has been replaced and is now known as Non-Sliding Fees.

Cumberland County Health Department provides specific services at a non-discounted rate regardless of federal poverty level outside Child Health, Family Planning, Maternal Health and Communicable Disease programs. These fees will not slide on the sliding fee scale. These fees include, but are not limited to TB skin test for employment or school, non-programmatic pregnancy tests, and purchased vaccine rendered outside of Child Health, Family Planning, Maternal Health and Communicable Disease. There is a mechanism in place for waiving fees of individuals who, for good cause, are unable to pay. This process is approved by the Health Director or their designee. Waived fees will be documented in the Electronic Health Record with whom waived the fees and the reason for fees being waived.

Eligibility

Identification

It is considered "best practice" for each person presenting for services to establish identity either with a birth certificate, driver's license, military I.D., passport, visa, or green card, etc. A local health department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services (Consolidated Agreement, B, 16). However, you may take a photograph of the client, (with their permission) for internal use only.

Determining Family Size

A family is defined as a group of related or non-related individuals who are living together as one economic unit. Individuals are considered members of a single family or economic unit when their production of income and consumption of goods are related. An economic unit must have its own source of income. Also, groups of individuals living in the same house with other individuals may be considered a separate economic unit if each group support only their unit. A pregnant woman is counted as two (including the unborn child) in determining family size.

Examples		Determining Family Size
1	A foster child assigned by DSS with income considered to be paid to the foster parent for support of the child.	Family of 1
2	A student maintaining a separate residence and receiving most of her/his support from her/his parents or guardians. (Self-supporting students maintaining a separate residence would be a separate economic unit.)	Dependent of the family
3	An individual in an institution.	Separate Economic unit
4	A client who requests "confidential services", regardless of age.	Family of 1
5	If a Family Planning client presents for a service and is considered to be a minor or is covered by a parent's medical insurance policy, interview questions may include the following: 1) <i>Ask the client if their parents are aware of their visit?</i> 2) <i>Ask if "both" parents are aware of their visit, since sometimes the mother may be present with the client, however, the father may not be aware of the visit.</i> 3) <i>Ask if you can send a bill to the home, to both parents.</i>	<p>If the client states both parents are aware and it is not a confidential visit, you should treat as such and use all family members in the economic unit.</p> <p>If both parents are not aware, treat this as a confidential visit and use the income of the individual, counting the individual as a family of 1.</p>

Determining Gross Income

Gross income is the total of all cash income before deductions for income taxes, employee's social security taxes, insurance premiums, bonds, etc. For self-employed applicants (both farm and non-farm) this means net income after business expenses.

1. Alimony
2. Bank Statement
3. Cash (any cash earnings, contributions received)
4. Check Stub (includes regular wages, overtime, etc.)
5. Child Support (cannot consider as income for Family Planning)
6. Client Statement
7. Disability
8. Dividends
9. Employment Security Commission
10. Income Tax Return (annual, not quarterly)
11. Letter of Verification from Employer
12. Military Earnings Statement
13. NC Unemployment
14. Pensions
15. Social Security
16. SSI
17. Tips

Exceptions

1. Payments to volunteers under Title I (VISTA) and Title II (RSVP, foster grandparents, and others) of the Domestic Volunteer Service Act of 1973
2. Payments received under the Job Training Partnership Act
3. Payments under the Low-Income Energy Assistance Act
4. the value of assistance to children or families under the National School Lunch Act, the Child Nutrition Act of 1966 and the Food Stamp Act of 1977
5. Veteran's Disability payments

No client will be refused services when presenting for care based on lack of income documentation. With the exception of Family Planning clients*, each client will be billed at 100% until proof of income and family size is provided to the agency. The client will have 15 days to present this documentation in order to adjust the previous 100% charge to the sliding fee scale. If no documentation is produced in 15 days, then the charge stands at 100% for that visit. This does not apply to non-sliding fee scale services which should be paid in full on the date of service.

*For Family Planning clients, the agency may use information from other Health Department programs to which the agency has legal access to verify income, but the agency may not charge clients at 100% simply because the client has not provided proof of income. In cases where the agency has no access to income reported in another program and the client does not provide proof of income, eligibility for discounts must be determined based on the client's verbal attestation of income. Reasonable attempts to verify income include only asking the client for proof of income at the initial and all subsequent Family Planning visits. Under no circumstance should measures to verify income burden clients from low-income families.

Computation of Income

Income will be based on a twelve (12) month period. If the client is working the day they present for a service, income will be calculated weekly, bi-weekly, monthly or annually, depending on the documentation obtained.

If the client is unemployed the day they present for their service, their "employment only" income will be calculated at zero (0), however the client should be required to provide "their mechanism", in regard to their paying for food, clothing, shelter, utility bills, etc. Refer to "sources of income" counted and apply all sources, as appropriate. "Regular contributions received from other sources outside of the home" is most often considered one of those sources. If the client is receiving unemployment or other "sources" of income, as designated above, all of those sources should be counted.

	The client's income will be determined by the following:
Regular Income Formula: (Based on 12 month Period)	Use Gross Income or for self-employed income after business expenses. Weekly = pay x 52 Biweekly = pay x 26 Twice a month = pay x 24
Unemployment or Irregular Income Formula:	
Six months' formula (Based on 12 month Period)	<ul style="list-style-type: none"> • Unemployed today = last 6 months income + projected unemployment (if applicable) or zero if client won't receive unemployment. This will give you income for the client for a 12 month period. <ul style="list-style-type: none"> ○ If no unemployment compensation – ask how the client is going to support themselves. • Employed today but unemployed last 6 months – Did the client receive unemployment the last 6 months? In no, record as zero and then project 6 months forward at current income. This will give you income for the client for a 12 month period.

Healthy Mothers Healthy Children (HMHC)/Title V (Well-Child Funding)

Title V policy on applying sliding fee scale: any client whose income is less than the federal poverty level will not be charged for a service if that service is partly or wholly supported by Title V funds. For clients having income above the federal poverty level, the sliding fee scale of the Cumberland County Health Department will be used to determine the percent of client participation in the cost of the service.

The guidance regarding Title V funding and sliding Child Health services to zero is as follows: Any Maternal and Child Health services (even outside of Child Health Clinics) must use a sliding fee scale that slides to "0" at 100% of the Federal Poverty Level per the NC Administrative Code – 10A NCAC 43B.0109 Client and Third-Party Fees.

The NC Administrative Code goes beyond the Title V/351 AA requirements, that all child health services, whether sick or well, no matter where delivered, must be billed on a sliding fee scale that slides to zero.

10A NCAC 43B .0109 CLIENT AND THIRD-PARTY FEES

- (1) If a local provider imposes any charges on clients for maternal and child health services, such charges:
 - (a) Will be applied according to a public schedule of charges;
 - (b) Will not be imposed on low-income individuals or their families;
 - (c) Will be adjusted to reflect the income, resources, and family size of the individual receiving the services.

- (2) If client fees are charged, providers must make reasonable efforts to collect from third party payors.
- (3) Client and third-party fees collected by the local provider for the provision of maternal and child health services must be used, upon approval of the program, to expand, maintain, or enhance these services. No person shall be denied services because of an inability to pay.

History Note: Authority G.S. 130A-124; Eff. April 1, 1985; Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. October 3, 2017

Child Health funds may not be used to supplement Medicaid services, support services or activities supported by other Agreement Addenda, and may not support services and activities that have not been approved by the Child & Youth Branch.

Title X Requirements Related to Income Collection for Confidential Clients

Title X requires that any client seeking confidential services be considered a family of one and that only their income would be used in assessing their percent pay on the sliding fee scale.

A copy of the Income and Eligibility Statement should be maintained for future reference. The number in the household, annual gross income and percentage of pay should be reflected on the financial documentation. The documentation should be signed and dated by the interviewer and client. Use of electronic signatures is acceptable.

Income is re-assessed annually unless there has been a change in financial status. Following the initial financial eligibility determination, the client will be asked at each visit if there has been a change in their financial status. Income will always be based on the "actual date" of service. If there has been a change or it is time for their annual review the income determination process should take place.

Client fees are assessed according to the rules and regulations of each program and the recommended Program's Poverty Level Scale (Sliding Fee Scale) will be used to determine fees. All third-party providers will be billed, without discount, where applicable.

Clients presenting with third party health insurance coverage where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients the copay may not exceed the amount they would have paid for services based on sliding fee scale.

Income information reported during the financial eligibility screening for one program can be used through other programs offered in the agency, rather than to re-verify income or rely solely on the client's self-report. Exception to the rule, effective November 8, 2021, for family planning, if income was not provided and the client was charged at 100% previously, clients will **not** automatically be charged at 100% in family planning.

Child Health/Health Check

Well child exams (Health Check) conducted by Physician Assistant or Nurse Practitioner; exam includes medical, social, development, nutritional history, lab work, physical exam and immunizations as needed.

Primary Care (Child Health) for sick children provided by Physician Assistant or Nurse Practitioner.

Eligibility: Cumberland County resident; birth to 20 years; 101 to 200% Sliding Fee Scale is Applied. Medicaid and Private Insurance is accepted.

Maternal Health

Prenatal care for eligible pregnant women.

Eligibility: Cumberland County resident; Presumptive Medicaid, Medicaid and Private Insurance accepted. 101 to 200% Sliding Fee Scale is Applied.

Family Planning or Women's Health Services

Clinic designed to assist women, including adolescents, with their family planning needs; services include, but are not limited to detailed history, lab work, physical exam, counseling and education given by appropriate provider.

All family planning services must be client centered, culturally and linguistically appropriate, inclusive, and trauma informed.

Eligibility: Women of childbearing age regardless of residency; 101-250% Sliding Fee Scale is Applied; Medicaid, or Insurance

The following shall apply to Family Planning clients:

- (1) Clients may not be coerced to use contraception, or to use any particular method of contraception or service.
- (2) If a client, including adolescents, is seeking confidential services, they will be considered "confidential" and it will be documented on the Financial Eligibility form. Charges to clients seeking confidential services will be based solely on the individual's income.
- (3) The use of NC Debt Setoff is acceptable for collecting past due amounts for Family Planning clients.
- (4) Confidential clients should NOT be referred to Debt Set-off.
- (5) The "Bad Debt Write-Off" method of aging accounts will be strictly followed. The list of bad debts will be approved by the Health Director, prior to submission to the Board of Health and Board of County Commissioners. Bad debts will not be written off until the approval of the Board of Health and Board of County Commissioners has been acquired. Board of Health and Board of County Commissioners minutes will serve as documentation that the write-offs have been approved.
- (6) Bills/receipts will be given to clients at the time of service show total charges, as well as any allowable discounts.

- (7) Where a third party is responsible, bills are submitted to that party. Bills to third parties show total charges, without discounts, unless there is a contracted reimbursement rate that must be billed per the third-party agreement.
- (8) Verifying a Family Planning client's income should not burden patients with low incomes or impede access to care. If a Family Planning client's income cannot be verified through access to enrollment in another program within your agency, and the Family Planning client has not provided proof of income, then you must charge the client based on the client's self-reported income.
- (9) If a Family Planning client refuses to provide a verbal declaration of income, and income cannot be verified through access to enrollment in another program within your agency, then you may charge 100% of the cost of services after informing the client that failure to declare income will result in the client owing 100% of the fee.
- (10) Family Planning clients will pay the lesser of the copay and additional fees or where they fall on Sliding Fee Scale as required by Title X.

Communicable Disease Control

This program deals with the investigation and follow-up of all reportable communicable and/or sexually transmitted diseases, to include testing, diagnosis, treatment, and referring as appropriate. It also provides follow-up and treatment of TB cases and their contacts.

Eligibility: No residency requirements. No fees charged to the client for these services as stated in program rules. Medicaid and Insurance can be billed.

Breast and Cervical Cancer Control Program (BCCCP)

Provides pap smears, breast exams and screening mammograms, assists women with abnormal breast examinations/mammograms, or abnormal cervical screenings to obtain additional diagnostic examinations.

Eligibility: No residency requirements; determined by specific policies and procedures including income guidelines defined by the Breast and Cervical Cancer Control Program (BCCCP). 101-250% Sliding Fee Scale Applied.

Immunizations

Provides adult and child immunizations. International Travel vaccines are also provided.

Eligibility: No residency requirements; no sliding scale applied; Medicaid and private insurance accepted.

Women's, Infants and Children's Nutrition (WIC)

Supplemental nutrition and education program to provide specific nutritional foods and education services to improve health status of target groups.

Eligibility: WIC is available to pregnant, breastfeeding, and postpartum women as well as infants and children up to age 5. The following criteria must also be met: 1) be at medical and/or

nutritional risk; 2) have a family income less than 185% of the US Federal Poverty Level; Medicaid, AFDC, or food stamps automatically meet the income eligibility requirement.

Billing & Revenue

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

Charging for Services

1. There shall be no minimum fee requirement or surcharge that is indiscriminately applied to all clients.
2. Persons requesting program services will be encouraged to apply for Medicaid.
3. Charges will not be assessed when income falls below 100% of Federal Poverty Guidelines, for Child Health, Family Planning and Maternity programs.
4. There shall be a consistent applied method of "aging" accounts.
5. No one shall be denied services based solely on the inability to pay.
6. Clients shall be given a receipt each time a payment is collected
7. Donations shall be accepted, regardless of income status if they are truly voluntary. The client account will not be reduced due to a donation. There shall be no "schedule of donations", bills for donations, or implied or overt coercion.
8. Provider will use best efforts to continue to provide services to clients at or below 150% of Federal Poverty Level.

Fee Collection

1. Charges in all programs will be determined by a fee scale based on Federal Poverty with the exception of any services deemed as non-sliding fees. (i.e. TB skin test, Non-programmatic pregnancy tests, Adult Health services).
2. Upon each clinic visit, Management Support staff will determine the income and sliding fee scale status of each client. Staff will be responsible for documentation of financial eligibility in the Electronic Health Records system. Proof of income will be scanned or documented. With the exception of family planning, clients without required verification will be charged at 100% until income documentation is received.
3. Payment is due and expected at the time services are rendered. If a balance remains, a payment agreement and schedule will be established and signed by the client. (See Attachment C)
4. There is a mechanism in place for waiving fees of individuals who, for good cause, are unable to pay. This process is approved by the Health Director or their designee, and

- each instance of fee waiver shall be documented in agency records and communicated to the client according to protocol.
5. Enrollment under Title XIX (Medicaid) shall be presumed to constitute full payment for billable services to Medicaid.
 6. The Accounts Receivable System will be balanced daily.
 7. Emergency services will never be denied.
 8. Monthly statements will be mailed to the client/responsible party as long as confidentiality is not jeopardized.

Billing Medicaid and Third-Party Insurance

1. Clients presenting with third party health insurance coverage where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients, the copay/deductible may not exceed the amount they would have paid for services based on the sliding fee scale.
2. Clients will sign on paper to be scanned or electronically sign a consent allowing the Health Department to file insurance and a copy of the insurance card will be scanned at that time into the client's medical record.
3. Third party is billed the total amount of the service provided they will not receive the benefit of the sliding fee scale. The charge and any remaining balance with the exception of copayments, is billed to the client based on the sliding fee scale. Copayments are not subject to the sliding fee scale, except that Family Planning clients may not be charged more in copayments and deductibles than they would have been responsible for on the sliding fee scale.
4. Claims are filed electronically.
5. Payments are posted electronically/manually to client accounts. If applicable, secondary insurance is filed.
6. Denials are researched using the Remittance Advice (RA) for Medicaid and Explanation of Benefits' for private insurance. Any denials deemed incorrect are resubmitted as quickly as possible. Any remittance or final denial is posted to the client's account. Remaining balance for Medicaid clients are adjusted off. (unless it was for a non-covered service that the client was made aware of prior to the service being rendered.)
 - a. If a client has any form of third-party reimbursement, that payer must be billed with the patient's consent, unless confidentiality is a barrier*. Medicaid will be billed as the payer of last resort. Clients should be made aware that they will be responsible for any balance remaining after the claim has been processed. This may include copays, coinsurance, deductibles and non-allowed charges. As required by Title X, Family Planning clients whose family income is between 101%-250% FPL will not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.
7. If an encounter with a client is found to be coded incorrectly, the provider may make corrections by appending the provider's note and e-superbill within the client's medical record and notifying the billing department's supervisor. The billing department will review the corrections and update the charges accordingly. If a client has been charged and have received a monthly statement and the addition or correction of the service made by the provider will increase the client's balance, the correction will be made with no additional cost to the client, unless, the client was over charged.

* Third party billing is processed in a manner that does not breach client confidentiality, particularly in sensitive cases (e.g., adolescents or young adults seeking confidential services, or individuals for whom billing the policy holder could result in interpersonal violence). The confidential client may give you their insurance card not thinking that the subscriber is not aware of the visit. Filing an insurance claim will result in an EOB (explanation of benefits) being sent to the subscriber which would violate confidentiality. Be certain to have the client sign/initial if they want insurance to be filed.

Overpayments and Refunds

Payment for copays, deductibles, coinsurance, account balances and non-sliding fees will be collected at the time of service. If an overpayment is made by the client, the client will be notified of the overpayment and given the option for refund, or application of the overpayment to another date of service balance or for an upcoming appointment. Overpayments that clients choose to have refunded, will be refunded based on county policy.

Overpayments paid by Medicaid, Medicare and insurance will be reviewed and refunded in accordance to the guidelines set forth in our network participatory agreement.

Bad Debt Write Off and NC Debt Setoff

1. Bad Debt Write Off
 - a. Outstanding accounts having no activity in more than 2 months shall be written off as bad debts, at least annually upon approval of the Cumberland County Board of Health and the Cumberland County Commissioners.
 - b. Once an account has been written off as a bad debt it should not be reinstated. Only if the client returns to the clinic and wants to make a payment should action be taken to reinstate only the payment amount, post the payment and leave the remaining balance that was initially written off as it stands.
2. NC Debt Setoff
 - a. Client accounts fulfilling the requirements of NC Debt Setoff will be submitted to the NC Debt Setoff Program, at least annually. The account balance must be 1) greater than \$50.00, and 2) must be 60 days delinquent before it is eligible for Debt Set Off. After being delinquent for a minimum of 60 days, the client/guarantor will be notified of the process of debt setoff, via letter. The client/guarantor has 30 days to make payment or request a payment plan or the debt will be submitted to NC Debt Setoff.
 - b. Debt Setoff should not be used for Family Planning clients for whom confidentiality may be breached.

Bankruptcy

When legal notification is received from Bankruptcy court, there is no further collection of the outstanding account unless a payment schedule is set up by the Bankruptcy court.

- The client's account is notated/flagged with bankruptcy information, such as the time frame to which the bankruptcy references.
- The account maybe written off if mandated by court.
- The client may volunteer to pay.
- Additional visits to which are not included in the bankruptcy time frame, will be the client's responsibility.

Limiting or Restricting services

- Women's Health: The Title X guidelines do not distinguish between "inability" and "unwillingness" to pay. For Family Planning clients who do not pay, the agency can use debt set-off. Even if a client establishes a payment plan but then refuses to honor the plan services cannot be denied or restricted.
- In Maternal Health, denying or restricting services would constitute client abandonment. Therefore, services for Maternal Health may not be denied because a client is unwilling or unable to pay.
- Child Health may not restrict Child Health services due to an outstanding bill. Title V funds are used to prevent barriers to care for clients that are Non-Medicaid, non-insured as well.

No Mail Policy for Confidential Clients

1. When a client requests no mail, discussion of payment of outstanding debts shall occur at the time service is rendered.
2. If the client is unable to pay in full at the time of service rendered, a receipt will be given to the client reflecting the partial payment and the client will sign a payment agreement.
3. Medical record is flagged reflecting-- **"NO MAIL" and every precaution should be taken to ensure bills are "not" sent to clients, requesting "NO MAIL"**.
4. Client is reminded every visit of the amount they still owe.
5. No letters or correspondence concerning insurance, past due accounts or other billing issues will be sent to any client that requests "NO MAIL".



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 8/23/2022

SUBJECT: APPROVAL OF TEMPORARY DISPLAY SPA FEE

BACKGROUND

North Carolina Law, G.S. 130-A-39(g), allows local health departments to implement fees for services rendered, with the approval of the Cumberland County Board of Health and the Cumberland County Board of Commissioners.

In 2021, the North Carolina General Assembly passed Session Law 2021-77, which amended G.S. 130A-280 to include "spas operating for display at temporary events" in the definition of public swimming pools. This amendment requires local health departments to permit display spas at temporary events effective, July 1, 2022. The rules for Display Spas at Temporary Events (DSTE) have been incorporated into the Rules Governing Public Swimming Pools, 15A NCAC 18A .2500.

The newly adopted rule, 15A NCAC 18A .2545, requires DSTE's, as defined in Rule .2508, to obtain a permit from the local health department (LHD) prior to operating. The applicant will be required to submit a permit application to the LHD that serves the county in which the temporary event is located at least 15 days before commencing operation of the DSTE. The applicant will be required to pay the permitting fee, established by the LHD, at the time the application is submitted. The proposed fee, based on similar services provided by the Environmental Health staff, is \$75.

During the Board of Health Meeting on August 16, 2022 the Board of Health approved the proposed fee for Temporary Display spas.

RECOMMENDATION / PROPOSED ACTION

Establish and Approve the Temporary Display fee for Environmental Health.

ATTACHMENTS:

Description

Temporary Display Spa Fees

Spa Fees and Flu Fees

Type

Backup Material

Backup Material



Department of Public Health

Fiscal Year 2023- Fee Changes

Board of Health- 8/16/2022

Fee Addition

<i>Environmental Health Fees</i>	Current Fee	Proposed Fee
Temporary Display Spas	\$0	\$75

Temporary display spas are set up in conjunction with temporary events such as fairs, home and garden shows, festivals, etc.

Cumberland County Board of
Commissioners

Fee Updates

Jennifer Green

Cumberland County Department of Public
Health

September 6, 2022



Public Health Department FY22 Fee Schedule

- G.S. 130-A-29(g) allows LHDs to implement fees for services rendered with approval of the Board of Health and Cumberland County Board of Commissioners
- Fees are set based on
 - Acquisition cost of the vaccine
 - Medicaid rate
 - 3rd Party rates
 - Type of vaccine/service being administered

Waiving of Administration Fee for Flu

- Based on the Medicaid Rate and third-party rate, fees for the cost of the vaccine did not change for FY 23
 - Vaccines are free for children through the Vaccines for Children Programs
 - Vaccines are free for uninsured pregnant women through the Be Smart Family Planning Program
 - CCDPH has received COVID-19 funds, which will offset the cost of flu vaccines for the uninsured and underinsured adults
- The cost to administered a single vaccine is \$24

Waiving of Administration Fee for Flu

- Waiving the administration fee allows flu shots (vaccines + administration fee) to be free for those that are uninsured and underinsured
- Board of Health approved the waiving the administration fee at their August 16, 2022 meeting
- Recommendation/Proposed Action
 - Move to approve a waiving the flu administration fee for underinsured and uninsured adults

Temporary Display Spa Fees

- NC General Assembly amended G.S. 130A-280 to include “spas operating for display at temporary events” in the definition of public swimming pools, incorporated into Rules for Swimming Pools
- Requires local health departments to permit display spas at temporary events effective, July 1, 2022
- Submit a permit application 15 days before the event and pay fee established by the local health department

Temporary Display Spa Fees

- Proposed fee is \$75 based on similar services provided
- Board of Health approved the proposed fee at their August 16, 2022 meeting
- Recommendation/Proposed Action
 - Move to approve a \$75 permitting fee for Display Spas at Temporary Events



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 8/23/2022

**SUBJECT: APPROVAL OF HEALTH DEPARTMENT DELINQUENT ACCOUNTS TO
BE TURNED OVER TO THE NC DEBT SET-OFF PROGRAM**

BACKGROUND

All bad debt accounts with balances of \$50.00 or higher, will be sent to the North Carolina Debt Set-Off Program, which can attach a debtor's State Income Tax Refund for payment of bad debts. The attached accounts are 90 days old or older as of 3/31/2022.

The Board of Health recommended to turn these accounts over for collection at their last meeting held on August 16, 2022.

RECOMMENDATION / PROPOSED ACTION

Approve the Health Department delinquent accounts to be turned over for collection.

ATTACHMENTS:

Description

Bad Debt Write-Off

Type

Backup Material

**CUMBERLAND COUNTY DEPARTMENT
OF PUBLIC HEALTH
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION
BAD DEBT WRITE OFF #68
June 30, 2022**

PROGRAM	AMOUNT
CHILD HEALTH CLINIC	\$2,040.60
FAMILY PLANNING CLINIC	\$6,083.50
IMMUNIZATIONS	\$490.01
MATERNAL HEALTH CLINIC	\$508.07
TOTAL	\$9,122.18

**All bad debt accounts with balances of \$50.00 or higher, will be sent to the North
Carolina Debt Set-Off Program, which can attach a debtor's State Income
Tax Refund for payment of bad debts.**

The above accounts are 90 days old or older as of 3/31/2022



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/30/2022

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
4210 SCARY CREEK ROAD, FAYETTEVILLE**

BACKGROUND

On June 6, 2022, the board adopted a resolution of its intent to accept the offer of Demond Hogan on behalf of Black Rose 72 LLC, to purchase property with PIN 0472-08-4858, being Lot 14 McNeill Sands, Section 1, Rev., Plat Book 93, Page 42, located at 4210 Scary Creek Road, Fayetteville, for \$5,614.39, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned A1 with a tax value of \$8,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on June 10, 2022. The proof of publication is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board accept this offer and authorize the chair or the county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

POP-4210 Scary Creek Rd

Type

Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631245 Cincinnati, OH 45263-1245

PROOF OF PUBLICATION

County Attorney's Office/Legal Dept.
Cumb Co Attorney's, Myra Brooks
Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/10/2022

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 06/10/2022

Melanie Verheijen

Legal Clerk

Sarah Bertelsen
7/27/23

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$143.88

Order No: 7394396

Customer No: 744407

of Copies:
-1

PO #:

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CUMBERLAND COUNTY BOARD OF COMMISSION- ERS NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269

Take notice that the board of commissioners finds the real property with PIN 0472-08-4858, being Lot 14 McNeill Sands, Section 1, Rev., Plat Book 93 at Page 42 located at 4210 Scary Creek Road, Fayetteville, described in Deed Book 7730, Page 859, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,614.39. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

June 6, 2022

Candice White,
Clerk to the Board
6/10 7394396



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/30/2022

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
6230 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

On June 20, 2022, the board adopted a resolution of its intent to accept the offer of Gladys Heredia to purchase property with PIN 0442-66-7545, being Lot 104 Twin Oaks, Section 4, Unit 11, Plat Book 82, Page 116, located at 6230 Canadian Avenue, Fayetteville, for \$3,505.63, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned RR with a tax value of \$10,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on June 27, 2022. The proof of publication is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board accept this offer and authorize the chair or the county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

POP-6230 Canadian Ave

Type

Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631245 Cincinnati, OH 45263-1245

PROOF OF PUBLICATION

County Attorney's Office/Legal Dept.
Cumb Co Attorney's, Myra Brooks
Po Box 1829

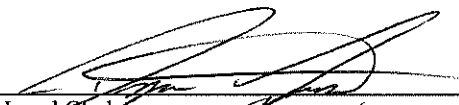
Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/27/2022

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 06/27/2022



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$143.88

Order No: 7449225

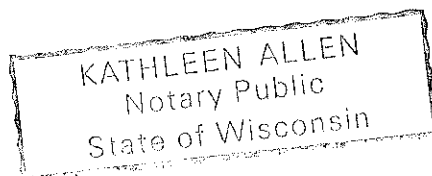
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CUMBERLAND COUNTY BOARD OF COMMISSIONERS NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269

Take notice that the board of commissioners finds the real property with PIN 0442-66-7545, being Lot 143, Twin Oaks, Section 4, Unit 11, Plat Book 82, Page 116, located at 6230 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,505.63.

Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

June 22, 2022

Candice White, Clerk to the
Board

6/27 7449225



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/30/2022

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY BEING 12.44
ACRES OF VACANT LAND LOCATED ADJACENT TO THE CAPE FEAR
RIVER, FAYETTEVILLE**

BACKGROUND

On June 6, 2022, the Board adopted a resolution of its intent to accept the offer of Elise Lamartiniere on behalf of Lugghome Corporation, to purchase property with PIN 0446-33-1463, being 12.44 acres of vacant land located adjacent to the Cape Fear River, in Fayetteville, for \$14,368.98, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF6 with a tax value of \$62,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on June 10, 2022. The proof of publication is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board accept this offer and authorize the chair or the county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

POP-12.44 ac vacant land

Type

Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631245 Cincinnati, OH 45263-1245

PROOF OF PUBLICATION

County Attorney's Office/Legal Dept.
Cumb Co Attorney's, Myra Brooks
Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/10/2022

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 06/10/2022

Maureen Verheugen

Legal Clerk

[Signature]
7/27/22

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$137.34

Order No: 7394453

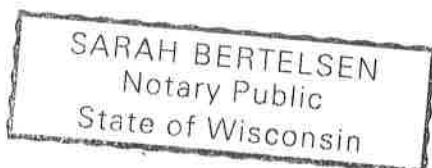
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CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
NOTICE OF INTENT
TO ACCEPT AN OFFER TO
PURCHASE CERTAIN
REAL PROPERTY
PURSUANT TO N.C.G.S. §
160A-269

Take notice that the board of commissioners finds the real property with PIN 0446-33-1463, being 12.44 acres of vacant land located adjacent to the Cape Fear River, in Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$14,368.98. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

June 6, 2022

Candice White,
Clerk to the Board
6/10 7394453



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/30/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 521 MARTIN ROAD, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0446-49-0036, being Part of Lots 88-90 Cedar Rose, Section 2, Plat Book 7 at Page 137, located at 521 Martin Road, Fayetteville, at a tax foreclosure sale in 2011 for a purchase price of \$5,206.75. The property is zoned R6 with a tax value of \$1,500.00. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county on June 23, 2022, by a quitclaim deed recorded in Book 11505 at Page 100. Lester L. McGuire and Tracey McGuire Whitted have made an offer to purchase the property for \$5,206.75. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Lester L. McGuire and Tracey McGuire Whitted. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0446-49-0036, being Part of

Lots 88-90 Cedar Rose, Section 2, Plat Book 7 at Page 137, located at 521 Martin Road, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,206.75. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

September ___, 2022 Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/30/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6341 RUTHERGLEN DRIVE, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 0406-35-4019, being Lot 1 Arran Hills, Section 3, Block J, Plat Book 31 at Page 10, located at 6341 Rutherglen Drive, Fayetteville, at a tax foreclosure sale in 2014 for a purchase price of \$8,038.11. The property is zoned SF10 with a tax value of \$8,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Najiyyah Hightower on behalf of Excellence Estates LLC has made an offer to purchase the property for \$8,039.00. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Najiyyah Hightower on behalf of Excellence Estates LLC. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0406-35-4019, being Lot 1 Arran Hills, Section 3, Block J, Plat Book 31 at Page 10, located at 6341 Rutherglen Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$8,039.00.

Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

September ____, 2022 Candice White, Clerk to the Board



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 8/30/2022

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
SEPTEMBER 6, 2022 BOARD OF COUNTY COMMISSIONERS'
AGENDA**

BACKGROUND

General Fund 101

1) Emergency Services Grants – Budget Ordinance Amendment B230749 to recognize the Tier II Competitive Grant in the amount of \$10,000

The Board is requested to accept and approve Budget Ordinance Amendment B230749 to recognize the Tier II Competitive Grant in the amount of \$10,000. This grant is from the North Carolina Department of Public Safety and will be used to support the hazardous material response activities of the Local Emergency Planning Committee (LEPC). The grant period is from January 1, 2022, through February 28, 2023.

Please note this amendment requires no additional county funds.

2) General Fund Departments – Budget Ordinance Amendment B230581 to appropriate general fund balance in the amount of \$2,844,677 and to recognize \$469,738 in Department of Social Services and \$78,420 in Child Support

The Board is requested to approve Budget Ordinance Amendment B230581 to appropriate general fund balance in the amount of \$2,844,677 and to recognize \$469,738 in Department of Social Services and \$78,420 in Child Support. The recognition of revenue in Department of Social Services and Child Support are the

reimbursements received from the state and federal government on salary expenses. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

3) Central Maintenance – Budget Ordinance Amendment B231266 to appropriate general fund balance in the amount of \$4,896.

The Board is requested to approve Budget Ordinance Amendment B231266 to appropriate general fund balance in the amount of \$4,896. These funds will be used to purchase a transport van for the Sheriff's Office. Insurance proceeds have already been recognized but the cost of the transport van is \$47,799, leaving a shortage of \$4,896.

Please note this amendment requires appropriation of general fund balance.

4) Innovation and Technology Services – Budget Ordinance Amendment B231374 to increase salary appropriations in the amount of \$743,456.

The Board is requested to approve Budget Ordinance Amendment B231374 to increase salary appropriations in the amount of \$743,456. This revision can be supported based on ad valorem FY22 year-end projections in the amount of \$169,103,007 and actuals for FY22 being \$169,937,874.

Please note this amendment requires appropriation of general fund balance

Inmate Welfare Fund 207/General Fund 101

5) Inmate Welfare Fund/General Fund – Budget Ordinance Amendment B230631 to appropriate general fund balance in the amount of \$3,719

The Board is requested to approve Budget Ordinance Amendment B230631 to appropriate general fund balance in the amount of \$3,719 and transfer this amount to the Inmate Welfare Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

American Rescue Plan Act Fund 240/General Fund 101

6) American Rescue Plan Act Fund/General Fund – Budget Ordinance Amendment B230632 to appropriate general fund balance in the amount of \$872

The Board is requested to approve Budget Ordinance Amendment B230632 to appropriate general fund balance in the amount of \$872 and transfer this amount to the American Rescue Plan Act Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Juvenile Prevention Fund 245/General Fund 101

7) Juvenile Prevention Fund/General Fund – Budget Ordinance Amendment B230633 to appropriate general fund balance in the amount of \$15,913

The Board is requested to approve Budget Ordinance Amendment B230633 to appropriate general fund balance in the amount of \$15,913 and transfer this amount to the Juvenile Prevention Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Community Development Fund 265/General Fund 101

8) Community Development Fund/General Fund – Budget Ordinance Amendment B230634 to appropriate general fund balance in the amount of \$14,420

The Board is requested to approve Budget Ordinance Amendment B230634 to appropriate general fund balance in the amount of \$14,420 and transfer this amount to the Community Development Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Community Development Home Administration Fund 266/General Fund 101

9) Community Development Home Administration Fund/General Fund – Budget Ordinance Amendment B230636 to appropriate general fund balance in the amount of \$563

The Board is requested to approve Budget Ordinance Amendment B230636 to appropriate general fund balance in the amount of \$563 and transfer this amount to the Community Development Home Administration Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Community Development Supportive Housing Grant Fund 267/General Fund 101

10) Community Development Supportive Housing Grant Fund/General Fund – Budget Ordinance Amendment B230637 to appropriate general fund balance in the amount of \$1,873

The Board is requested to approve Budget Ordinance Amendment B230637 to appropriate general fund balance in the amount of \$1,873 and to transfer this amount to the Community Development Supportive Housing Grant Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Emergency Rental Assistance Fund 269/General Fund 101

11) Emergency Rental Assistance Fund/General Fund – Budget Ordinance Amendment B230638 to appropriate general fund balance in the amount of \$20,592

The Board is requested to approve Budget Ordinance Amendment B230638 to appropriate general fund balance in the amount of \$20,592 and to transfer this amount to the Emergency Rental Assistance Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

MPO Administration Fund 273/General Fund 101

12) MPO Administration Fund/General Fund – Budget Ordinance Amendment B230639 to appropriate general fund balance in the amount of \$5,617

The Board is requested to approve Budget Ordinance Amendment B230639 to appropriate general fund balance in the amount of \$5,617 and to transfer this amount to the MPO Administration Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

NC Elderly Handicap Transportation Fund 277/General Fund 101

13) Community Transportation Program/General Fund – Budget Ordinance Amendment B230640 to appropriate general fund balance in the amount of \$5,491

The Board is requested to approve Budget Ordinance Amendment B230640 to appropriate general fund balance in the amount of \$5,491 and to transfer this amount to the NC Elderly Handicap Transportation Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Solid Waste Fund 625/General Fund 101

14) Solid Waste Fund/General Fund – Budget Ordinance Amendment B230641 to appropriate general fund balance in the amount of \$107,602

The Board is requested to approve Budget Ordinance Amendment B230641 to appropriate general fund balance in the amount of \$107,602 and to transfer this amount to the Solid Waste Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Workers Compensation Fund 800/General Fund 101

15) Workers Compensation Fund/General Fund – Budget Ordinance Amendment B230642 to appropriate general fund balance in the amount of \$6,546

The Board is requested to approve Budget Ordinance Amendment B230642 to appropriate general fund balance in the amount of \$6,546 and to transfer this amount to the Workers Compensation Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

16) Workers Compensation/Finance – Budget Ordinance Amendment B230211 to increase salary appropriation in the workers compensation fund in the amount of \$30,950

The Board is requested to approve Budget Ordinance Amendment B230211 which increases salary and benefits costs in the Workers Comp fund (benefits positions) totaling \$30,950. There is a decrease in the same amount within the general fund, finance department. There is a business need to create depth of knowledge and a succession plan within the Benefits section of Risk Management.

Please note this amendment requires the appropriation of general fund balance.

Group Insurance Fund 801/General Fund 101

17) Group Insurance Fund/General Fund – Budget Ordinance Amendment B230643 to appropriate general fund balance in the amount of \$10,528

The Board is requested to approve Budget Ordinance Amendment B230643 to appropriate general fund balance in the amount of \$10,528 and to transfer this amount to the Group Insurance Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

E911 Emergency Telephone Fund 260

18) Emergency Telephone – Budget Ordinance Amendment B230321 to appropriate E911 emergency telephone fund balance in the amount of \$23,616

The Board is requested to approve Budget Ordinance Amendment B230321 to appropriate E911 emergency telephone fund balance in the amount of \$23,616. This is for the purchase of the new Emergency Operations Center chairs for dispatch and has been approved by the E911 board.

Please note this amendment requires appropriation of E911 emergency telephone fund balance.

REGARDING THE FOLLOWING ITEMS #'s 19-31 PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/22) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2022 budget; however, the money was not spent by June 30, 2022.

The following amendments seek to bring those funds forward from FY 2022 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY22 funds in FY23.

General Fund 101

19) Facilities Maintenance – Budget Ordinance Amendment B231123 to re-appropriate FY22 funds in the amount of \$40,000

The Board is requested to approve Budget Ordinance Amendment B231123 to re-appropriate FY22 funds in the amount of \$40,000. These funds are for the electrical upgrades at the Judge E. Maurice Braswell Courthouse that were approved in FY22 but will not be completed until FY23.

20) Central Maintenance – Budget Ordinance Amendment B231278 to re-appropriate FY22 funds in the amount of \$7,976

The Board is requested to approve Budget Ordinance Amendment B231278 to re-appropriate FY22 funds in the amount of \$7,976. These funds are for the consulting services for the fleet management handbook that was started in FY22 but will not be completed until FY23. This revision also includes a transfer from the capital investment fund to the general fund where the FY23 fleet has been budgeted.

21) Tax Administration – Budget Ordinance Amendment B231293 to re-appropriate FY22 funds in the amount of \$96,600

The Board is requested to approve Budget Ordinance Amendment B231293 to re-appropriate FY22 funds in the amount of \$96,600. These funds are for the renewal of audit services that were started in FY22 but will not be completed until FY23.

22) Sheriff's Office – Budget Ordinance Amendment B230795 to re-appropriate FY22 funds in the amount of \$3,042,935.

The Board is requested to approve Budget Ordinance Amendment B230795 to re-appropriate FY22 funds in the amount of \$3,042,935. These funds are for goods and services that were purchased in FY22 but not received until FY23.

23) Sheriff's Office – Budget Ordinance Amendment B230838 to re-appropriate FY22 funds in the amount of \$61,000.

The Board is requested to approve Budget Ordinance Amendment B230838 to re-appropriate FY22 funds in the amount of \$61,000. These funds are for the concrete pad for the mobile modular training house project that was started in FY22 but will not be completed until FY23.

24) Animal Services – Budget Ordinance Amendment B230329 to re-appropriate FY22 funds in the amount of \$48,951

The Board is requested to approve Budget Ordinance Amendment B230329 to re-appropriate FY22 funds in the amount of \$48,951. These funds are for the cat suites that were purchased in FY22 but not received until FY23.

25) Animal Services – Budget Ordinance Amendment B230331 to re-appropriate FY22 funds in the amount of \$15,894

The Board is requested to approve Budget Ordinance Amendment B230331 to re-appropriate FY22 funds in the amount of \$15,894. These funds are for a commercial laundry machine that was to be ordered in FY22.

26) Water and Sewer – Budget Ordinance Amendment B231009 to re-appropriate FY22 funds in the amount of \$2,411

The Board is requested to approve Budget Ordinance Amendment B231009 to re-appropriate FY22 funds in the amount of \$2,411. This amount represents engineering services for the new Emergency Management Center that were started during FY22 and will not be completed until FY23.

Capital Investment Fund 107

27) Capital Investment Fund – Budget Ordinance Amendment B230768 to re-appropriate FY22 funds in the amount of \$1,970,507

The Board is requested to approve Budget Ordinance Amendment B230768 to re-appropriate \$1,970,507. This amount represents unspent funds for FTCC Capital Outlay.

28) Capital Investment Fund – Budget Ordinance Amendment B231007 to re-appropriate FY22 funds in the amount of \$9,857,474

The Board is requested to approve Budget Ordinance Amendment B231007 to re-appropriate FY22 funds in the amount of \$9,857,474. These funds are needed to complete the General Services Building and Grays Creek Water projects. These projects were approved during the FY22 budget process.

29) Capital Investment Fund – Budget Ordinance Amendment B230013 to re-appropriate FY22 funds in the amount of \$124,935

The Board is requested to approve Budget Ordinance Amendment B230013 to re-appropriate FY22 funds in the amount of \$124,935. These funds are needed to complete projects that were started in FY22 and will not be completed until FY23.

Inmate Welfare Fund 207

30) Inmate Welfare Fund – Budget Ordinance Amendment B230796 to re-appropriate FY22 funds in the amount of \$141,162.

The Board is requested to approve Budget Ordinance Amendment B230796 to re-appropriate FY22 funds in the amount of \$141,162. These funds are for a Detention Center body scanner that was purchased in FY22 but not received until FY23.

E911 Emergency Telephone Fund 260

31) Emergency Telephone – Budget Ordinance Amendment B230772 to re-appropriate FY22 funds in the amount of \$321,856

The Board is requested to approve Budget Ordinance Amendment B230772 to re-appropriate FY22 funds in the amount of \$321,856. These funds are for furniture, paging system and digital logging recorder that were ordered in FY22 for the new 911 Center but will not be received until FY23.

Contingency Funds Report – General Fund 101

The County Manager approved the following use of contingency funds totaling \$19,182.

- Contingency funds of \$19,182 were used for the replacement of the stolen street signs.

RECOMMENDATION / PROPOSED ACTION

Approval of Budget Ordinance Amendments



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/29/2022

**SUBJECT: CONSIDERATION OF CROWN EVENT CENTER COMMITTEE
RECOMMENDATIONS**

BACKGROUND

The Crown Event Center Committee met on August 16, 2022 to receive an update from MBP, who serves as the Owner's Representative. MBP presented the Guiding Principles which provide the foundation for development of the Crown Event Center. The Guiding Principles were first presented to the committee in May 2022 and then were further refined and revised based upon a community engagement process held on July 15 and 16, 2022.

The Crown Event Center Committee approved the revised Guiding Principles at their August 16, 2022 meeting. Also at the meeting, the committee directed MBP to prepare a Request for Qualifications (RFQ) for Architectural services for consideration by the Board of Commissioners at the September 6, 2022 meeting.

Attached you will find the Guiding Principles and a draft of the RFQ for architectural services.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the Crown Event Center Guiding Principles and approval of the RFQ to solicit responses for Architectural services.

ATTACHMENTS:

Description	Type
Proposed Guiding Principles	Backup Material
RFQ - Crown Event Center Architectural Services	Backup Material

Crown Event Center Project Update

September 6, 2022

Agenda



Community Engagement/Guiding Principles Update



Board of Commissioners Actions



Project Next Steps



Questions

Action Items



Guiding Principles | Vote to approve project Guiding Principles



Architect RFQ | Vote to approve RFQ and proceed with solicitation

Guiding Principles Workshop Participation

44* individuals and organization representatives invited

- *Not including the County, Spectra, and MBP
- Multiple emails sent and phone calls made to committee members who did not respond via email



13* Community Engagement Committee members attended the two workshops

- *Not including the County, Spectra, and MBP
- Committee members not able to attend workshops invited to provide feedback via phone call or email.
- **5 Committee Members provided additional comments**



8* Community Engagement Committee members attended summary meeting to discuss comments from both workshops

- *Not including the County, Spectra, and MBP

Guiding Principles Workshop Participation

Workshop #1 Participants

- Carolina Convention Services and Rentals – Darren Thompson
- Cool Springs District/Downtown Alliance – Bianca Shoneman
- Cumberland County Arts Council – Kennon Jackson
- Cumberland County Schools – Carlan Crenshaw
- Partnership for Children of Cumberland County – Sharon Moyer
- National Association for the Advancement of Orthotics and Prosthetics - George Breece
- Tony Chavonne
- The Brandon Group - Vikki Andrews

Workshop #2 Participants

- Cumberland Community Foundation – Mary Holmes
- Fayetteville Technical Community College – Katanya Foust
- Haymont Homes, LLC – Casey Benander
- Stericycle – Elyse Carver
- Vision Resource Center – Terri Thomas

Additional comments provided by:

- Fayetteville Cumberland County Economic Development Corporation – Rob Patton
- City of Fayetteville – Adam Lindsay
- Fayetteville Area Convention and Visitors Bureau – Randy Fiveash
- The Greater Fayetteville Chamber – Tonette Johnson
- H&H Homes - Ralph Huff

Workshop Feedback

“Many thanks...for facilitating such a productive conversation on Thursday and Friday. I was heartened to see such a diverse representation of community partners at the table...We are thankful that we were provided the opportunity to provide insight and feedback on such a meaningful process that will shape the multipurpose event center.”

“We look forward to continuing to be a part of the dialogue in the future.”

“Thanks to everyone...who continue to work on this great project. Our community is poised for even greater success when this new venue is built and operating.”

Guiding Principles | What Are They?

Definition

- Project-specific set of values or statements
- Formalized by Board based on input from Community Engagement Committee and public

Purpose

- Establish a common direction for the project
- High-level goals to inform future project decisions

Guiding Principles | Recommended by Crown Event Center Committee

A local and regional asset that builds upon existing economic development infrastructure and is a catalyst for existing and new businesses to flourish.

A venue that enhances and elevates our community as a premier destination for entertainment, events, and gatherings.

A quality, evolving, and efficient venue that provides a first-class experience with a lasting impression.

Premier, welcoming, and accessible experience available to **all patrons**.

Flexible and functional venue with multiple spaces to accommodate a variety of programming.

- Capitalize on market gap for 500-3,000 capacity
- Diverse programming that appeals to broad ranges of interests
- Affordable spaces to accommodate local and regional cultural programs hosted by schools, universities, arts organizations, and community organizations

An engaging community amenity that is financially self-sustaining.

Site Selection Process | Next Steps

Board of Commissioners reviews recommendation from Crown Event Center Committee and selects 2 sites for further analysis at 9/6/22 Board Meeting



Site Review Committee prepares further analysis on final two sites



Crown Event Center Committee reviews analysis and provides recommendation for a final site



Board of Commissioners reviews recommendation and selects final site

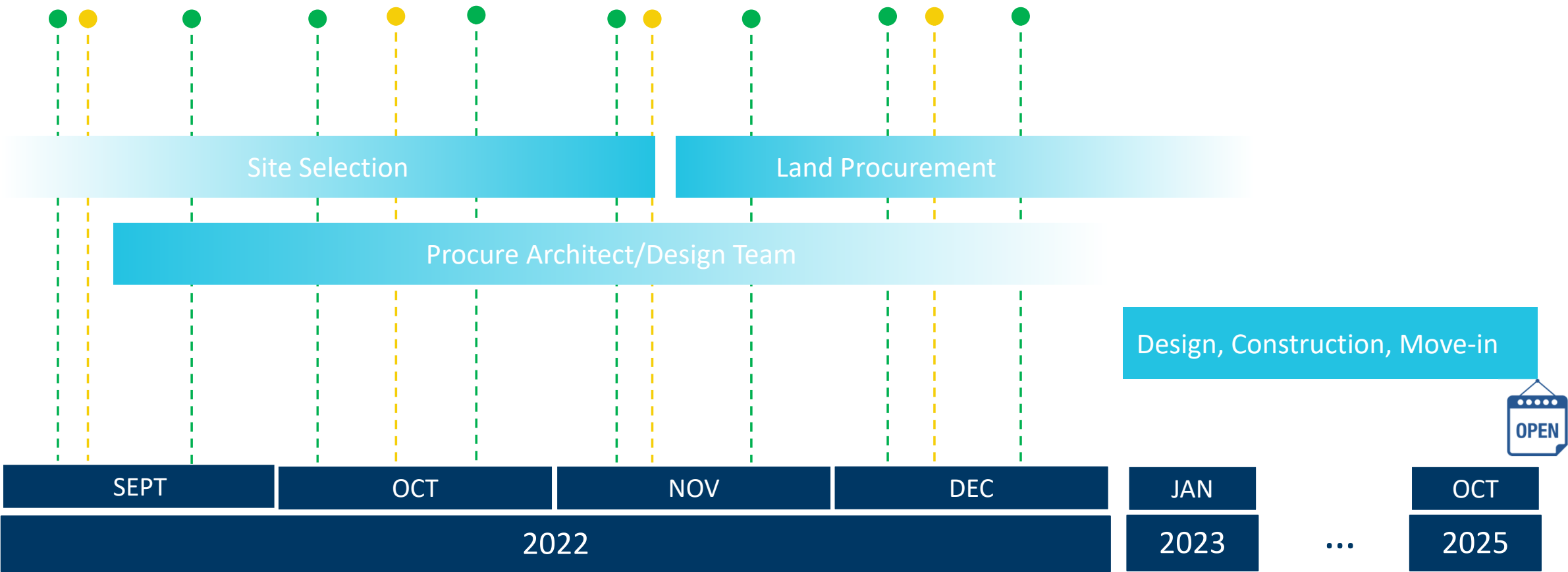
Design and Construction Information Session

- September 8, 2022 @ 10:00am
- Location: Cumberland County DSS building
- Public information session
- Opportunity for connections
 - Design firms and subconsultants
 - Contractors and subcontractors
 - Local and regional/national



Project Schedule

- Board of Commissioners Regular Meeting
- Board of Commissioners Agenda Session



Action Items



Guiding Principles | Vote to approve project Guiding Principles



Architect RFQ | Vote to approve RFQ and proceed with solicitation

Next Steps



Architect/Engineer/Contractor Information Session



Continue in-depth analysis for site selection process



Public procurement process for design/construction Q3-Q4 2022

Cumberland County, NC
Cumberland County Engineering and Infrastructure Department
130 Gillespie Street, Suite 214
Fayetteville, NC 28301
910-321-6602
E-mail: jwalker@cumberlandcountync.gov
E-mail: mdesilver@mbpce.com
Website: Crown Event Center Website

REQUEST FOR QUALIFICATION

Issue Date: September 12, 2022

Crown Event Center - Professional Services, Programming, Design Services and Construction Administration

You are invited to submit a Qualifications for Professional Services for the Crown Event Center Program ("Crown Event Center"), Design Services and Construction Oversight in accordance with the RFQ document.

Cumberland County is soliciting Qualifications from professional firms to provide full architectural and engineering services to design, develop bid documents and provide construction administration for the construction of a new Crown Event Center. All services required to secure land development approvals from governing municipalities will also be required.

The County encourages responses from local and minority owned, women-owned, veteran owned, disabled veterans owned firms and firms which have not previously performed work for the County.

Additional Supporting Documents are available for download at the Cumberland County Construction Procurement website,
<https://www.cumberlandcountync.gov/departments/commissioners-group/commissioners/crown-event-center-committee>. These documents include:

- September 13, 2021 CSL Market & Financial Feasibility Study
- Proposed Multi-Purpose Event Center Market & Financial Feasibility presentation
- Crown Event Center Committee Agenda and Meeting Minutes
- Crown Event Center approved Guiding Principles

Questions must be in writing and directed to Matthew DeSilver and Jermaine Walker via e-mail, no later than **5:00 p.m. EST September 23, 2022, per the clock located at the Cumberland County Engineering Department.** All questions received will be answered in writing via a published Addendum to the RFQ pursuant to Paragraph 1.5 of the Request for Qualifications.

Qualifications Due: Five (5) hard copies of the submittal, and one (1) portable document format (.pdf) version (Single .pdf containing total document) of the submittal on flash drive must be submitted to the Issuing Office in a sealed package, no later than: **3:00 p.m. EST October 11, 2022, per the clock in the Issuing Office.** Clearly mark the package with: (1) firm name, (2) the RFQ title, and (3) the due date. **Responses to this RFQ will not be accepted electronically. Any submittal received after the submittal deadline will be rejected.**

Issuing Office:

Cumberland County Engineering and Infrastructure Department
130 Gillespie St., Suite 214
Fayetteville, NC 28301

Contacts:

Jermaine Walker, Director, Engineering and Infrastructure
Phone: 910-321-6602
E-mail: jwalker@cumberlandcountync.gov

Matthew DeSilver, PE, CCM, CM-Lean
MBP Carolinas
Phone: 443-896-6833
E-mail: mdesilver@mbpce.com

**REQUEST FOR QUALIFICATIONS
CROWN EVENT CENTER
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Terms and Conditions

ATTACHMENTS

- Exhibit A –

REQUEST FOR QUALIFICATIONS

CROWN EVENT CENTER

PART I

General Information

I.1 PURPOSE and SCOPE OF RFQ:

Cumberland County, North Carolina, ("County" or "Owner") through the Department of Engineering and Infrastructure, intends to contract with a professional firm specializing in design services and construction oversight.

This Request for Qualifications (RFQ) contains instructions governing the response to be submitted and the material to be included in the submittal response; a description of the service to be provided; selection criteria; and other requirements which must be met by the proposer to be eligible for consideration.

This project will be one of the largest by Cumberland County and will be a source of pride and community for the County. The County also encourages responses including partnerships with local businesses and Small Diverse Businesses (SDB) including minority, women, veteran, service-disabled veteran business enterprises.

A. Additional Information:

- a. A pre-submittal meeting will not be scheduled for this RFQ.
- b. The approved project budget for the Crown Event Center is \$82,500,000.
- c. The project needs to be available for **use** no later than October 31, 2025. This will require the project to be completed and the setup, move-in, and startup of all building and tenant use functions to occur prior to the October 31, 2025, date. The intention is to start the design process immediately upon issuance of contract.

I.2 PROBLEM STATEMENT:

The Theater located at the Crown Complex in Fayetteville, North Carolina has serviced the area as a location for live events since 1967. This 2,440-seat venue has hosted a variety of concerts, theater productions, family shows, civic events, and community and special events. Over the past several decades as the theater has been going through capital improvement programs, the ability to meet ADA compliance continues as an issue. Due to this, the Cumberland County Commissioners have announced the Theater will be closing November 1, 2025.

Cumberland County engaged outside support to provide a comprehensive market and financial feasibility study related to the construction of a new Crown Event Center. This center will need the ability to host events similar to the current Theater complex, in addition have the capabilities to host current and future events including concerts, comedy shows, family shows, touring theater / Broadway events, local and regional performances, and local banquet events. The center will require acoustics, stage configurations, rigging capacities, technology, seating availability and configuration changes, concessions, amenities, and back of house requirements and space to attract attendees, vendors, and entertainment to this venue.

A feasibility study and market analysis can be found at the Crown Event Center website for consideration in providing the Crown Event Center Programming. The Guiding Principles as established by the Community Engagement Committee and approved by the Board of Commissioners can also be found at the Crown Event Center website.

Crown Event Center website:

<https://www.cumberlandcountync.gov/departments/commissioners-group/commissioners/crown-event-center-committee>

The County is still considering the site location. The site location is going through an extensive review and will be decided during the Architect procurement process. The responsive firm will need to demonstrate the ability to design a stand-alone center in an urban and suburban setting.

The County is anticipating the facility to be approximately 89,000 sf with the capacity for an event between 2,500 and 3,000 seats and for a banquet event 250 to 500 seats. The center will include VIP boxes and membership seating to allow for an enhanced experience.

I.3 ISSUING OFFICE:

Point of Contact: Cumberland County Engineering Department, 130 Gillespie Street, Suite 214, Fayetteville, NC 28301. Jermaine Walker, Director, Engineering and Infrastructure, is the County contact for this RFQ. Contact information provided in the cover letter of this RFQ. MBP Carolinas will be the Owner Representative for the Project.

I.4 RESPONSE DATE:

To be considered, the submittal must be delivered to the Issuing Office on or before the time and date specified in the cover letter. All responses must be "time and date stamped when received by County Engineering".

All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the professional. It is the sole responsibility of the professional to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

Responses to this RFQ will not be accepted electronically.

I.5 ADDENDUM TO THE RFQ:

If it becomes necessary to revise any part of this RFQ, an Addendum will be published on the Cumberland County Procurement website. It is the responsibility of the proposing firm to check the website for Addenda to the RFQ for the most current information prior to submitting a Qualifications. The professional firm must acknowledge receipt of all published Addenda in its Qualifications.

In addition, only questions submitted in accordance with the requirements of the cover letter (written and received by the deadline) will be addressed in the Addenda. Verbal questions and responses are not official and in no way change the requirements of this RFQ.

I.6 QUALIFICATIONS SUBMISSION: To be considered, the Professional must:

- A. Submit a complete response to this RFQ, using the format provided in Part II.
- B. Each submittal must be submitted in five (5) hard copies and one (1) portable document format (.pdf) version on a flash drive to the Issuing Office. No other distribution of submittal will be made by the firm.
- C. Submissions must be signed by an official authorized to bind the firm to its provisions.
- D. All submittal(s) must be submitted to the Issuing Office, in a **sealed envelope** prior to the time and date stated in the cover letter of this RFQ, in a clearly marked package with: (1) firm name, (2) the RFQ title, and (3) the due date.
- E. The firm(s) whose submittal is selected for award will be required to provide his/her Contract Template in Microsoft Word or compatible to enable prompt and accurate transcription of acceptable terms and conditions into a final contract document.

I.7 REJECTION OF SUBMITTALS:

The County reserves the right to reject any and all responses received as a result of this RFQ, or to negotiate with any or all responding Professional firms. In addition, the County, in its sole discretion, has the right to cancel the RFQ and re-issue the RFQ at any time prior to a fully executed contract

I.8 INCURRING COSTS

The County is not liable for any costs incurred by Professional prior to the issuance of a fully executed contract.

I.9 ECONOMY OF PREPARATION

Submittals shall be prepared simply and economically, providing straightforward, concise descriptions of the professional's ability to meet the requirements of the RFQ. Not to exceed 25 pages double sided or 50 pages one side.

I.10 ORAL PRESENTATION

An oral presentation will be required by those firms short listed by the evaluation committee. A presentation is intended to provide an opportunity for the professional firm to clarify their Submitted qualifications to ensure a thorough and mutual understanding. The Issuing Office will schedule a presentation after the committee's evaluation process is complete. The County anticipates oral presentations to occur within two weeks of short list notification.

I.11 PRIME PROFESSIONAL RESPONSIBILITIES:

The selected Professional will be required to assume responsibility for all services offered in his/her submittal including those of his/her firm and all subcontracted Professional. Further, the County will consider the selected prime professional to be the sole point of contact with the County in regard to contractual matters. The County reserves the right to approve or disapprove selection of sub consultants listed in the RFQ, or subsequently selected for any project.

1.12 DISCLOSURE OF QUALIFICATIONS CONTENTS:

The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act")

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

I.13 DEBRIEFING ON UNSUCCESSFUL QUALIFICATIONS:

If a letter of selection is not received within 120 days of the RFQ closing date (or any written extension thereof), the Professional may assume that they were not awarded a contract. Upon written request, the firm will be debriefed (orally) as to the basis for their non-selection. Requests for oral debriefing must be made in writing to the attention of the "point of contact" person within 150 days after the closing date cited for receipt of responses to the RFQ. The County will set the time and location of the debriefing.

I.14 NEWS RELEASES:

News releases pertaining to the selection of the Professional shall not be made without prior written permission of the issuing office.

I.15 NON-DISCRIMINATION:

AFFIRMATIVE ACTION: The professional will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

Each professional submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Engineering Department as designated in this **RFQ**. Any professional who does not comply with this provision may be disqualified from contract award.

I.16 NEGOTIATION OF FEES:

Negotiations and submission of cost data **will only be required from firm(s) chosen by the Selection Committee**, based on the selection criteria cited in this RFQ. Should negotiations fail with the selected firm(s), the County shall move to the next selected firm(s).

END OF PART I

**REQUEST FOR
QUALIFICATIONS
PART II
INFORMATION REQUIRED FROM THE PROFESSIONAL**

The Professional shall submit a response to the RFQ, to include the following information, in the format specified. Any response that does not meet the conditions listed herein will be considered to be non-responsive to the requirements of the RFQ and shall not be evaluated further.

As directed in I.7 B, each submittal must be delivered to the Issuing Office by the date and time indicated in the cover letter, and includes the following:

II.1 LETTER OF INTEREST

The letter of interest shall be concisely presented and include, at a minimum, the following information that shall be clearly delineated and be quickly identified by a reviewer of the Qualifications. Responses shall be either 25 pages double sided or 50 pages one side excluding the cover page, cover letter, and table of contents.

- A. **Strongest Asset:** A statement (not greater in length than one single-sided 8 ½" x 11 " page) which details the strongest asset (service) offered by your firm, (i.e. "Our firm is a full service Architectural and Engineering firm; however, our strongest asset or service offered is in the field of environmental work as detailed here:.....") - (i.e. "Our firm is limited to only mechanical work but we do it better than anyone else in the area and here are the reasons why:") - (e.g. "Our firm offers various services but our specialty is").
- B. **Geographical Location:** A statement as to the **number** of geographical miles from the office that will provide professional services to the County. It is in the best interest of the County to contract with Professional who can provide timely service and be available for meetings and resolve issues on site, if needed. Include in the statement the teaming partners that can be available.
- C. **Electronic Document Transfer:** A statement as to the capability to send and receive electronic distribution and the compatibility with the County's software (Microsoft Office 365). The firm(s) whose submittals (s) is selected for award will be required to provide his/her Qualifications in an electronic document version compatible with the current version of Microsoft Word being utilized by the County to enable prompt and accurate transcription of acceptable terms and conditions into a final contract document. The County requires that the awarded professional reviews with the County industry best standards for format of file transport and communications, be it Portable Document Format (PDF) or approved other. The firm(s) whose Qualifications(s) is selected for award will be required at the start of contract to provide File Transfer Protocol (FTP) or similar

County approved site (can be web based) for the management and transfer of project files, including but not limited to all drawing files.

- D. **Addenda:** Acknowledge receipt of any addenda issued during the solicitation period, including the addenda number and issue date. The Professional agrees that said addenda shall become a part of any contract issued as a result of the RFQ.
- E. **Qualifications Validity Timeline:** A statement confirming I.7 D of this RFQ
- F. **Official Signatures:** Signature(s) as required by I.7 C

II.2 STATEMENT AND UNDERSTANDING OF PROBLEM:

State in succinct terms (not greater in length than two one sided 8 ½" by 11" pages) your understanding of the services your professional team will provide based on this RFQ, as well as your understanding of the County's needs that generated the RFQ, of the County's objectives in asking for the services, and of the nature and scope of the work involved.

II.3 Submission:

The proposer shall include:

- A. Key Personnel of Prime Professional / Joint Venture firms, include only those key employees that your firm anticipates will be assigned to this project. In particular, identify the individual anticipated to be assigned as the Project Manager and liaison to the County for the duration of the project. Attach resume information on key employee's professional experience, listing those projects similar in nature to the project described herein. This should include the project name, dates of completion and their specific work assignments.
- B. Key Personnel of Subcontracted Firms (if your firm anticipates using consultants) list only those key employees that your consultant(s) anticipates will be assigned to this project. Provide resume information as requested in item A above.
- C. Work Performed by Firm; provide as much information as possible so that the reviewers can form an opinion on your firm's experience and capabilities.

List only those projects which your current organization is, or has provided design services that are similar in nature to the Problem Statement in Part I of the RFQ. Include if possible and as a priority specific example of experience in (a) Multi-Purpose Event Center Buildings; (b) Large theater spaces to include concert performance spaces and Broadway / travelling theater; (c) Site planning including integrated design of exterior and interior gathering spaces; and pedestrian and vehicular traffic flow.

Each project identified must include size, base cost, change order costs, owner name/address, and contractor name/address, date of completion and extent of services provided by the respondent. Include summary of any litigation which the project experienced, if any, and its outcome.

- D. List any additional information the firm may wish to provide.

In addition, list those projects which your consultants are or have provided design services that are similar in nature to the Problem Statement recorded in Part I of the RFQ. Include the project name, the actual or estimated date the construction will be completed, project costs, name of owner and name of representative familiar with your work on the project. Each project shall include a specific delineation of the services provided by the consultant and summary of any litigation which the project experienced.

- E. Provide at least three (3) references for projects of similar size and scope, for Event Centers that were completed in the last ten (10) years. Projects referred to should include the name of the client with the address, telephone number, name of the contact person who is knowledgeable about the firm's performance on the project and his/her e-mail address.

II.4 RESPONSIBLE CONTACT PERSON – THIS RFQ

The Respondent shall provide in the cover page the name, title, address, telephone number and e-mail address of the individual who is responsible for preparing this RFQ and responding to questions concerning the submittal.

Home Office, Branch Offices & Subcontracted Services: The Respondent shall explain how the firm's main office, any branch offices and any subcontracted services will assign staff and meet the needs of this project.

II.5 ADDITIONAL EXPERIENCE:

Provide evidence of experience for the Professional firm's or sub-consultant's employees who will be assigned to this project as it relates to the work required under this RFQ. This project requires experience in specific aspects and areas of design that include, but not limited to:

- A. Design and construction oversight of a multi-purpose event centers.
- B. Workshops and presentation to neighborhood groups, local governing bodies, and County administration.
- C. Land Development preparation, presentation, and procurement of necessary approvals.
- D. Ability to solve difficult site conditions and experience in site master planning.
- E. Experience with exterior layouts: landscaping, traffic flow (both pedestrian and vehicular) and parking
- F. Site work engineering in general, specifically: storm water, sewage, all other necessary utilities, and ties into campus infrastructure.
- G. Ability to meet sustainable requirements in design and function.

**FAILURE TO PROVIDE THE PROJECT REFERENCES AND EXPERIENCE REQUIRED ABOVE
WILL BE SUFFICIENT CAUSE FOR REJECTION OF THE QUALIFICATIONS.**

II.6 REGISTRATION:

Provide evidence (a copy of the seal showing the current license or registration number) of professional registration in the State of North Carolina for the Architect and P.E.'s who will be affixing his/her seal to drawings completed under this contract.

II.7 SCHEDULE:

Provide a milestone schedule outlining the timeline deemed necessary for the professional to accomplish the scope of work described.

II.8 APPENDIX:

The professional team may provide other information deemed relevant to the type of work that the firm desires to offer. Please note that elaborate brochures and other representations beyond those sufficient for presenting a complete and effective qualifications submittal are neither required nor desired.

II.9 FINANCIAL RESPONSIBILITY:

Professional warrants that it has the financial capacity to perform and to continue perform its obligations under the contract.

NO INFORMATION ABOUT FEES, LABOR RATES, DIRECT COSTS, REIMBURSABLES, OVERHEAD OR PROFIT SHALL BE INCLUDED WITH THIS SUBMITTAL

END OF PART II

**REQUEST FOR
QUALIFICATIONS
PART III
SELECTION OF PROFESSIONAL FIRM**

III.1 MINIMUM REQUIREMENTS:

Qualifications received that do not meet all the requirements listed in Part II, INFORMATION REQUIRED FROM THE PROFESSIONAL, will be considered to be non-responsive to the requirements of the RFQ, and shall not be evaluated any further. At a minimum, the Professional must comply with the following:

- A. In order to ensure responsiveness of firms, and in the best interests of the County, it is necessary to have professional(s) (including all sub-consultants) who can provide timely service and be available for meetings and resolve issues on site if needed. All Professional (and sub-consultants) must be available for an on-site meeting within 24 hours of the County's request for such meeting.
- B. Firms responding to this RFQ must confirm their capability of meeting Section II.1.B.
- C. Firms responding to this RFQ must confirm their capability of meeting Section II.1.D of this RFQ
- D. Signature(s) as required by I.7.C and reiterated in II.1.G of this RFQ.
- E. A statement confirming valid terms as defined in I.7.D and reiterated in II.1.F
- F. Provide submittal in the quantity and format stated in Part I.1.7.B

Qualifications that do not meet these minimum requirements will not be considered for evaluation.

Responses shall be either 25 pages double sided or 50 pages one side excluding the cover page, cover letter, and table of contents.

III.2 SELECTION PROCESS:

All submittals are subject to review by the County Selection Committee and System representatives. The County disclaims any liability whatsoever as to their review of the submittals and in formulating their recommendations for selection. All recommendations for selection made by the committee shall be final.

- A. The Selection Committee shall review the qualifications of interested Professional and identify in ranking order, based upon the selection criteria established and published by the County in this RFQ. The professional firm that is deemed to be the most highly qualified to provide the services required will be contacted by the Negotiation Committee.

- B. The Negotiation Committee shall then negotiate fair and reasonable billable rates in order of preference, opening negotiations with firms of a lower preference only if fair and reasonable billable rates cannot be established with the firms of higher preference.

RFP Issued, September 12, 2022

Due date for all questions 5:00pm EST, September 23, 2022

Submissions Due 3:00pm EST, October 11, 2022 – ELECTRONIC and 5 x HARD COPY

Interviews to be held the week of October 24, 2022

Date for Notification of Selection week of November 7, 2022

Evaluation Criteria

No.	Evaluation Criteria	Weight	Score
1	Understanding of the project and proposed strategies.	20	
2	Team approach.	30	
3	Qualifications of personnel, approach to deliverables, and quality of recommendations.	20	
4	Relevant experience in undertaking projects of similar scope, complexity, importance and value, and lessons learned to be applied to this project.	40	
5	Presentation and Interview.	20	
6	Quality and clarity of proposal.	20	
	Final Criteria Ratings (out of a total of 150 points)		

III.3 SELECTION CRITERIA:

A. Capability to perform the services being considered:

1. This refers to the Professional Firm's previous experience and competence in accomplishing work. Particular attention shall be paid to the work experience on similar projects as that identified in the Problem Statement in Part I of this RFQ, and to the responding firm's stated strong assets.
2. The experience of any consultants (or joint ventures) shall be evaluated in the same manner as the prime professional. The experience of any consultant (or joint ventures) shall be counted as though that experience was that of the prime professional unless instructions to the contrary are given in other parts of this RFQ.

B. Geographic Proximity:

This refers to the location of the responding firm's office that will provide the professional services, in relation to the location of the County. In order to ensure responsiveness of firms, and in the best interests of the County, it is necessary to have professional(s) (including all sub consultants) who can provide timely service and be available for meetings and resolve issues on site if needed. All Professional (and sub consultants) must be able to reach the County within a timely manner.

- C. Ability of the firm to furnish the necessary set of individuals who make up the workforce to perform as required by the contract:
1. This refers to the competence of professional personnel who would be assigned by the Professional Firm. Qualifications of professional personnel will be measured by their experience, with particular emphasis on experience on similar services as those required by the project identified in the Problem Statement in Part I of this RFQ.
 2. Competence of the personnel of any consultants (or joint ventures) is to be evaluated in the same manner. The experience of the personnel of any consultant (or joint ventures) shall be counted as though that experience was that of the prime professional unless instructions to the contrary are given in other parts of this RFQ.
- D. Electronic Distribution:
This refers to the Professional's ability to distribute and receive electronic documents. Refer to sections II.1.B and II.1.D of this RFQ.
- E. Statement and Understanding of the Problem:
This refers to the Professional's understanding of the services to be provided and of the County's needs that generated the RFQ, of the County's objectives in asking for the services, and of the nature and scope of the work involved.
- F. Quality.
This refers to the quality of the submittal presented and the quality of the services that may be anticipated from the Professional.
- G. Responsiveness
This refers to the overall content of this submittal responding completely to the requisites of this RFQ.
- H. References
Professionals shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

END OF PART III

**REQUEST FOR
QUALIFICATIONS
PART IV
WORK STATEMENT**

IV.1 OBJECTIVES

- A. **General:** Provide Architectural/Engineering Services, specializing in multi-purpose event centers, specifically for Broadway / travelling theaters, concerts, performance acts, and banquets; Urban and suburban site planning, specifically contextual integration; Proactive civil and land development work; Confirmation of concepts as outlined in Section **IV.2** Nature and Scope of Project; Ability to focus on building function and flexibility; and provide full professional Architectural and Engineering Services for pre-design program confirmation, land development and entitlements, detailed conceptual, schematic, developmental and construction design, participation in bid/award and construction administration of this County funded project to provide Professional Services, Programming, Design Services and Construction Oversight for the Crown Event Center.
- B. **Specific:** Provide required architectural and engineering services to include but not limited to: architectural, civil, landscape, structural, mechanical, electrical, plumbing, fire protection, food service, equipment, security, telephone and internet technology, acoustical requirements including for shows and mitigating the surrounding environment, and applicable State, County and local regulations and building codes; Utilization of completed feasibility study (only available to contracted A/E team) to confirm programmatic analysis as well as County's desired program, site location and preliminary layout; Design for quality, evolving, efficient, state-of-the-art venue and experience remaining budget conscious and sustainably aware; Preparation of documentation required by governing bodies for land development; Preparation of preliminary design and details, to be implemented into contract documents (drawings and specifications); Preparation of preliminary and pre-final construction cost and time estimates; Interface with established facilities team, contracted project management firm and designated County departments/agencies; Potential use of County approved technical documentation means, i.e. Building Information Modeling (BIM) etc.; Preparation of final contract documents with applied professional seal; Solicitation of approvals from applicable governing agencies at State, County and local levels; Participation in evaluation of contractor bid Qualifications Preparation of final cost and time estimates; Participation in construction administration which includes but is not limited to review and approval of construction shop drawings and material/sample submittals, Preparation of potential three dimensional and possible "fly- through" marketing materials for County use; Preparation of responses to Request for Information (RFI); Participation with and recommendations of change order request; Evaluation of progress payment applications; Attendance and administration of bi-weekly construction job conferences; Participate in project progress inspections and project completion inspections; Develop timely punch lists; Collection and preparation of as-built drawings in electronic version for turn over to the County files; Participation in construction contractor performance evaluations.

IV.2 NATURE AND SCOPE OF THE WORK

- A. Architectural/Engineering specialized services for the Crown Event Center, including multipurpose performance spaces of to accommodate Broadway / travelling theaters, concerts, performance acts, and banquets, site development/construction (including access drives, loading dock, parking layouts, and pedestrian and vehicular traffic flow). Services for the project will include but are not limited to: initial site analysis, replacement as required any and all parking displacement as part of this building's siting and, determination of surrounding site amenities.

High pedestrian and vehicle traffic will be expected adjacent and near to this site. Coordination of this Crown Event Center will need to conform to County standards and with existing County operations.

The types of spaces which may be programmed into the building may include but are not limited to:

- 2,500 to 3,000 seating capacity for events
- 250 to 500 seating capacity for banquets
- VIP Boxes
- Membership seating
- Grand lobby entrance
- Meeting rooms / classrooms
- Ability for food service for banquets and concessions
- Concessions points of service
- Dressing rooms
- Loading dock with two truck bays
- "Back of house" components typical to multi-purpose centers
- MEP, Equipment and Custodial spaces typical to multi-purpose centers
- ADA Accessibility and access similar to a multi-purpose center

A cost estimate and project schedule will be required as part of the preliminary design submission and updated at each phase of the project.

- B. The professional team selected must be prepared to present the final program to County constituents shortly after contracted. This program presentation will serve as a basis for decisions and work of the design and documentation phases.

IV.3 TASKS

Required general architectural and engineering services to include, but not to be limited to:

- feasibility of proposed construction
- structural building component analysis
- Location of final building site layout and site analysis
- review of applicable regulations and building codes
- preparation of preliminary sketches, construction costs and time estimates

- preparation of preliminary and final land development documents including presentation materials for Planning Commission and Borough Council presentations
- preparation of preliminary contract drawings, specifications, and preliminary cost estimates
- preparation of final project construction requirements and material specifications, final cost estimates and schedules
- preparation of final bid documents with professional seal
- Submission to North Carolina Labor and Industry for plan and building permit approvals
- participation and recommendation of construction bid Qualifications
- review and approval of construction shop drawings and material samples submittals
- construction administration
- evaluation and recommendations of RFI's and C.O.'s in a timely manner
- participate in all job conference issues/items and responsive in a timely manner
- maintain job progression and promote ease of project flow
- compile punch list as work progresses and as final
- project completion items, close out documentation

Specialized professional services are to be made available on an as-needed basis to the County. Cumberland County must comply with all review and permitting procedures required by local, state, and federal authorities which may affect the project. The Professional will be required, in cooperation with both a contracted project manager as well as the County staff, to assist in determining the extent of the review and permitting procedures and will be responsible for code analysis and code-complying documentation. The Professional will assist the County through the review and approval processes in order to obtain necessary land development, zoning and building permits.

IV.4 REQUIREMENTS

- Refer to Sections II.1.B and II.1.D of this RFQ.
- Submittals should be prepared simply and economically, providing a straightforward, concise description of the professional team's capabilities of satisfying the requirements of this RFQ. Emphasis should be on completeness and clarity of content.
- Regarding specifications: the design of this building is focused on County needs and function. The County values sustainable options. When setting schedule, the professional must present for approval a submittal and review timeline that has significant time allowance for thoughtful decisions.

IV.5 COUNTY PARTICIPATION

An individual from the County will be assigned, to act as the Project Manager and will work with the Professional during all phases of the work. This project will also have a contracted project management firm for schedule and cost review as well as project progress oversight. A Project Delivery Team including County officials, the facility management firm and the contracted project management firm will be an integral part of all phases and will continue as needed during construction. Other members of the County may participate in review of the design and documentation. When setting schedule, the professional must allow for a minimum of two

weeks review period at each major review stages for the County. This schedule must be pre-approved by the County. With the approved schedule, the professional and the County must adhere to the submittal deadlines and these review time allowances.

The County will participate in review of the specification prior to publication. The submittal approval process shall be outlined and reviewed with the County project manager and interior designer. The distribution thread of samples submitted by general contractor and number of samples required for approval shall be decided in conjunction with the County project manager, the contracted project manager and the professional, to allow for County final acceptance.

At completion of each stage of contracted service identified, the professional must secure signatory approval of the County before proceeding to the next stage. During construction, the County may assign one or more construction inspectors.

Responses shall be either 25 pages double sided or 50 pages single side excluding the cover page, cover letter, and table of contents.

END OF PART IV

TERMS AND CONDITIONS

IRAN DIVESTMENT ACT

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

E-VERIFY

Professional shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if professional utilizes a subcontractor, the professional shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The Professional certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each Professional to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the Professional and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Professional shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Professional shall not be interpreted as limiting the Professionals’ liability and obligations under the Contract. During the term of the Contract, the Professional at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract



CLERK TO THE BOARD OF COMMISSIONERS

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, DEPUTY CLERK

DATE: 9/6/2022

SUBJECT: BOARD OF ADJUSTMENT (2 VACANCIES)

BACKGROUND

The Board of Adjustment has the following two (2) vacancies.

Alternate Member

Stacey Long. Completed 2nd term. Not eligible for reappointment. The Board of Adjustment recommends **Cathy Dickens.**

Regular Member

Marva Lucas-Moore. Completed first term. Eligible for reappointment. The Board of Adjustment recommends **Marva Lucas-Moore.**

The applicant list, membership roster and recommendation for the Board of Adjustment are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the two (2) vacancies on the Board of Adjustment.

ATTACHMENTS:

Description

Board of Adjustment Recommendation

Board of Adjustment Membership Roster

Type

Backup Material

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager





Rawls Howard
Director

David Moon
Deputy Director

MEMORANDUM

To: Candice White, County Clerk

Through: Rawls Howard, Director 

From: David Moon, Deputy Director/BOA Secretary 

Date: August 10, 2022

Subject: Board of Adjustment (BOA) Appointments and Re-Appointments

The Board of Adjustment at its July 21, 2022 meeting took action to recommend the appointment of Cathy Dickens as an Alternate Member to the BOA. This appointment will fill the Alternate seat vacated by Stacy Long, whose second term expires on August 31, 2022.

Further, the first term as a Regular BOA Member expires for Marva Lucas-Moore on September 30, 2022. Action by the Board of County Commissioners is necessary to re-appoint Ms. Lucas-Moore for a second term as Regular BOA members. After contacting Ms. Lucas-Moore to serve a second term, she has agreed to do so. She has maintained a strong record of attendance at BOA meetings.

BOARD OF ADJUSTMENT
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/21	1st	Aug/24 8/31/24	Yes
Linda Amos (B/F) Vice-Chair 917 Bashlot Place Fayetteville, NC 28303 910-261-4003	6/22 (serving unexpired term; eligible for two additional terms)	2nd	June/25 6/30/25	No
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	6/20 (serving unexpired term; eligible for one additional term)	1st	Sept/22 9/30/22	Yes
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 Girlimon1@aol.com	10/21	1st	Oct/24 10/31/24	Yes
Gregory Parks (W/M) Chair 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	9/21	2nd	Sept/24 9/30/24	No
<u>Alternate Members:</u>				
VACANT (Vacated by R. Davis)	8/19	2nd	Aug/22 8/31/22	No
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/19	2nd	Aug/22 8/31/22	No
VACANT (vacated by V.Mullins)	2/21	1st	June/22 6/30/22 (Serving unexpired term; eligible for two additional terms)	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Kenneth Turner (W/M) 2009 Rock Ave Fayetteville, NC 28303 484-0042/797-1896 kturneri@hotmail.com	8/21	1st	Aug/24 8/31/24	Yes
VACANT (Vacated by L. Amos)	10/19	1st	May/22 5/31/22	Yes

Meets 3rd Thursday of each month at 6:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room #3

Contact: Yolanda Bennett/David Moon - Planning & Inspections Department, 678-7608

**APPLICANTS FOR
BOARD OF ADJUSTMENT**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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BROOKS, DONALD (B/M)
301 SOUTHLAND DRIVE
FAYETTEVILLE NC 28311
910-826-6078

RETIRED

BACHELORS

DONALDBROOKS959@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: YES

Graduate-other leadership academy: GRADUATE EXECUTIVE LEADERSHIP PROGRAM

CATEGORY: GENERAL PUBLIC

Currently appointed to Cumberland County Industrial Facilities and Pollution Control Financing

BUSH-MCMANUS, PATRICIA (B/F)
3472 THORNDIKE DRIVE
FAYETTEVILLE NC 28311
488-1314/202-468-3065

CONSULTANT AND PROFESSOR

EDS/MA

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

DICKENS, CATHY (-/F)
1426 COBRA DRIVE
FAYETTEVILLE NC 28303
910-286-0157

DISTRICT SUPERVISOR
SOIL AND WATER

HIGH SCHOOL

MAXINEDICKENS69@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

REEVES, IAN (-/M)
415 FAIRFAX AVE
FAYETTEVILLE NC 28303
910-364-4362

PARALEGAL
ARMY

COLLEGE

IAN.B.REEVES@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: ARMY BASIC AND ADVANCED LEADERSHIP COURSE

CATEGORY: ALTERNATE MEMBER

APPLICANTS FOR
BOARD OF ADJUSTMENT PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
RHODES, EVA P. (-/F) 301 DUNLEITH PLACE FAYETTEVILLE NC 28311 443-326-2924 EVAPHR1161@COMCAST.NET 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 <i>CATEGORY: GENERAL PUBLIC</i>	RETIRED FEDERAL EMPLOYEE	COLLEGE LISTED
SILVERMAN, GARY A (W/M) 1174 DERBYSHIRE ROAD FAYETTEVILLE NC 28314 910-574-9952 GSILVERMAN001@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: US ARMY LEADERSHIP COURSES <i>CATEGORY: GENERAL PUBLIC</i>	LT COLONEL US ARMY RETIRED/PT INSTRUCTOR	BS, AS
TWITTY, MARTELLE (B/F) 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014 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 <i>CATEGORY: GENERAL PUBLIC</i>	DENTAL HYGIENIST DAY AND NIGHT FAMILY DENTAL	DENTAL HYGIENE, BS
WALTERS, JAIMIE (/F) 4829 MURPHY ROAD FAYETTEVILLE NC 28312 910-461-8873 JAIMIEMELTON@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: ALTERNATE MEMBER</i>	SENIOR PLANNER MOORE COUNTY	BA HISTORY/MPA



CLERK TO THE BOARD OF COMMISSIONERS

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 6,
2022**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, DEPUTY CLERK

DATE: 9/6/2022

**SUBJECT: FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF
TRUSTEES (1 VACANCY)**

BACKGROUND

The Fayetteville Technical Community College Board of Trustees has the following one (1) vacancy.

David Williford: Completed first term. Eligible for reappointment. The Fayetteville Technical Community College Board of Trustees recommends **David Williford**.

The applicant list, membership roster and recommendation are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individual to fill the one (1) vacancy on the Fayetteville Technical Community College Board of Trustees.

ATTACHMENTS:

Description	Type
Fayetteville Technical Community College Board of Trustees Applicant List	Backup Material
Fayetteville Technical College Board of Trustees Membership Roster	Backup Material
Fayetteville Technical College Board of Trustees Recommendation	Backup Material

APPLICANTS FOR
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DRIVE FAYETTEVILLE, NC 28304 364-2345 (H) MBOSTIC19@ICLOUD.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <i>CATEGORY: GENERAL PUBLIC</i>	HR MANAGER, MOUTAIRE FARMS	MBA/PHD BUSINESS ADMINISTRATION
BRADSHAW, BETSY M. 2816 MILLBROOK ROAD FAYETTEVILLE, NC 28303 824-1510/486-1605 BETSY.BRADHSAW@DHHS.NC.GOV 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 <i>CATEGORY: GENERAL PUBLIC & REGISTERED NURSE</i>	FAMILY NURSE PRACTITIONER CHILDREN'S DEVELOPMENTAL SVC AGENCY	BS/FNP
DEBERRY, AN-QUE (-/F) 1405 E YELLOW RIBBON DRIVE FAYETTEVILLE NC 28314 702-978-0960 ANQUEDEBERRY@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 <i>CATEGORY: GENERAL PUBLIC</i>	SOCIAL WORKER MAGELLAN HEALTH	BA-POLITICAL SCIENCE MASTERS-SOCIAL WORK
JAMES, JAVONTE (B/M) 5936 MCDUGAL DRIVE FAYETTEVILLE, NC 28304 JAMESJAVONTE7@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 <i>CATEGORY: GENERAL PUBLIC</i>	CAR WASH/PART-TIME	HS

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,
PAGE 2**

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HINSON, MARY (B/F) 3470 THAMESFORD RD FAYETTEVILLE NC 28311 919-491-3299 MHINSONLPC@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 <i>CATEGORY: GENERAL PUBLIC</i>	MENTAL THERAPIST PRIVATE PRACTICE	PHD, MA
HOLLOMAN, GWEN (B/F) 721 EDGEHILL ROAD FAYETTEVILLE NC 28314 868-1691/261-7813 GHOLL80180@AOL.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 <i>CATEGORY: GENERAL PUBLIC</i>	HEALTH CARE ADMINISTRATOR RETIRED	BS-HEALTH CARE ADMIN.
JENKINS, JR. LYNDEL RAY (W/M) 1523 EPIC WAY HOPE MILLS NC 28348 910-423-2805/910-3667551 RAYJENKINSJR@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 <i>CATEGORY: GENERAL PUBLIC</i>	CORPORATE TECHNICAL OFFICER CAPE FEAR VALLEY HEALTH SYSTEM	BACHELORS
LAHUFFMAN, DONALD W. (B/M) 616 MCALPHIN DRIVE FAYETTEVILLE NC 28301 488-8130(H)/489-5030(M) DLAHUFFMAN@YAHOO.CON 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: N/A <i>CATEGORY: GENERAL PUBLIC</i>	RETIRED FTCC ADMINISTRATOR	BA/MA

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,
PAGE 3**

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
MARIHUGH, SCOTT (W/M) 1640 WOODFIELD RD FAYETTEVILLE NC 28303 253-948-8849 SMARIHUGH@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	FINANCIAL MANAGEMENT US ARMY	BS/MBA
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILLE NC 28312 910-308-2409 VOTE4MILLS@AOL.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	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS
OATMAN, LEWIS S. (-/M) 5575 HALLWOOD DRIVE FAYETTEVILLE, NC 28348 884/5020 LEWIS_OATMAN@MSN.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	ADJUNCT PROFESSOR HEALTH CARE EXECUTIVE	PHD HEALTH SCIENCES GLOBAL HEALTH
PATTERSON, DENNIS (W/M) 6080 CEDAR CREEK RD FAYETTEVILLE, NC 28312 910-224-2182 RANGERPAT1@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 <i>Currently serving on the Animal Services Board</i>	SPECIAL FORCES COMMUNICATIONS INSTRUCTOR DEPT OF DEFENSE	BS/MS

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,
PAGE 4**

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
PHILLIPS, ANDREA JENKINS (W/F) 2816 TRENTWOOD CT FAYETTEVILLE NC 28304 *SERVES ON THE EQUALIZATION AND REVIEW BOARD* 910-977-4528 ANDREAJENKINSPHILLIPS@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	TEACHER CC SCHOOLS	MASTERS
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: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC	PRESIDENT BUSINESS OWNER EXTENSION ENTERPRISE GROUP	MBA, MS
REEVES, IAN (-/M) 415 FAIRFAX AVE FAYETTEVILLE NC 28303 910-364-4362 IAN.B.REEVES@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: ARMY BASIC AND ADVANCED LEADERSHIP COURSE CATEGORY: GENERAL PUBLIC	PARALEGAL TRANSITIONING OUT OF ARMY	SOME COLLEGE
SHORT, JOSEPH (WM) 2628 ELMHURST DRIVE FAYETTEVILLE, NC 28304 910-263-1316 Jlshort11791@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	FARMER/SWINE PRODUCTION	BS IN AGRICULTURE NC STATE

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,
PAGE 5**

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SIMMONS, RENATA (B/F) 2057 WOOD DUCK DRIVE FAYETTEVILLE NC 28304 627-1332/678-9799 SIMMONSRENATA02@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CAREER DEVELOPMENT CENTER TECH FTCC	BA-SOCIOLOGY MA-SOCIOLOGY
THOMPSON, ESTHER (PI/F) 511 FOREST LAKE RD FAYETTEVILLE NC 28305 910-670-5515 ETHOM874@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	RETIRED	BS
TWITTY, MARTELLE (B/F) 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014 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	DENTAL HYGIENIST DAY AND NIGHT FAMILY DENTAL	DENTAL HYGIENE, BS
WILLIAMS, AMANDA 674 BAYWOOD ROAD FAYETTEVILLE, NC 28312 435-0960(H)/658-7541(M)/907-7029(W) AMANDAW67@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	TRAINING-DEFENSE HEALTH AGENCY	NC AGRICULTURAL & TECHNICAL STATE UNIV

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
BOARD OF TRUSTEES
(County Appointees)
4 Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
David Williford (W/M) 2539 Mirror Lake Dr Fayetteville, NC 28303 323-1200/987-0548/483-2500 Dwillif363@aol.com	8/18	1st	Aug/22 8/31/22	Yes
Dr. Linwood Powell (W/M) 6032 Iverleigh Circle Fayetteville, NC 28311 488-1616/273-7178	6/19	2nd	June/23 6/30/23	No
Charles Harrell (W/M) 2016 Winterlochen Road Fayetteville, NC 28305 910-624-8842 charrell@harrellsauto.com	5/20	2nd	June/24 6/30/24	No
Esther Thompson (PI/F) 511 Forest Lake Rd Fayetteville NC 28305 910-670-5515 ethom874@gmail.com	9/21	1st	Sept/25 9/30/25	Yes

§ 155D-12(b1) – No person who has been employed full time by the community college within the prior five (5) years and no spouse or child of a person currently employed full time by the community college shall serve on the board of trustees of that college. (See file.)

Contact person: Monika Morris, morrism@faytechcc.edu
PO Box 35236
Fayetteville, NC 28303
Phone: 678-8222
Fax: 678-8269

Meetings: Board has been meeting the 3rd Monday of each month at 10 a.m. – Tony Rand Student Center Board Room 2201 Hull Rd. Fayetteville, NC. No meetings in July or December. (Bylaws require one meeting per month.) Written notification is sent for all regularly-called meetings.

* Terms extended by the General Assembly.



FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
P.O. BOX 35236 • FAYETTEVILLE, NORTH CAROLINA 28303-0236

Dr. J. Larry Keen, President

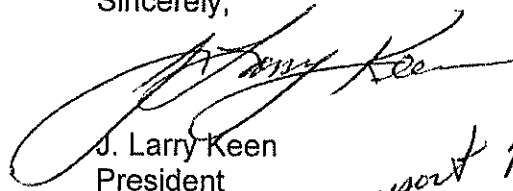
August 11, 2022


Cumberland Board of Commissioners
Post Office Box 1829
Fayetteville, NC 28302

Dear Commissioners:

I understand that Mr. David Williford has asked the Cumberland County Board of Commissioners to reappoint him to a four year term to the Trustees of Fayetteville Technical Community College. The County Commission first appointed Mr. Williford to the Board in 2018. Since that time, Mr. Williford has been an active participant in Board meetings and in 2021 was elected to serve as Board Chair. I commend Mr. Williford's record of service to you as you consider his request to be reappointed.

Sincerely,


J. Larry Keen
President

I support Mr. Williford's reappointment.


BOARD OF TRUSTEES

Board Chair Mr. David R. Williford • Vice-Chair Mr. William L. Hedgepeth, II • Secretary Mr. Chandan Y. Shankar
Members Mrs. Elaina L. Ball, Mr. Ronald C. Crosby, Jr., Mr. Charles J. Harrell, Mrs. Delores P. Ingram, Mr. Charles E. Koonce,
Dr. Linwood Powell, Mr. W. Lockett Tally, Mrs. Esther R. Thompson, Mr. William S. Wellons, Jr.

FAYETTEVILLE CAMPUS: PHONE (910) 678-8400 • FAX (910) 484-6600
SPRING LAKE CAMPUS: PHONE (910) 678-1000 • FAX (910) 436-5184
www.faytechcc.edu

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