
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blauser - Sheriff's Office

Patricia Carruthers - Department of Social Services

Melissa Kampe - Finance

Nydia Johnson - Library

Anntoinette Wright-Harris - Department of Social Services

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

3. CONSENT AGENDA

A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest

B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.

C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

D. Approval of Formal Bid Award for Library Books and Audiovisual Materials

E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake

F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville

G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of

Commissioners' Agenda

- I. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Financial Policies Policy Revision and Budget Ordinance Amendment #B230001 to Transfer Funds to the Capital Investment Fund
 2. Fiscal Year 2023 Audit Contract Amendment
 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
 4. Bid Award for Corporation Drive Outfall Project
 5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects
 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
 7. Request for Qualifications (RFQ) for Transfer Station Construction
 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9
4. PUBLIC HEARINGS
 - A. Street Naming Case - SN0501

Rezoning Cases

 - B. Case # ZON-22-0067
5. ITEMS OF BUSINESS
 - A. Consideration of ARP Committee Recommendations
 - B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353
 - C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
 - D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
 - E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
 - F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub
6. NOMINATIONS
 - A. Cumberland County Animal Services Board (2) Vacancies
 - B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy
7. APPOINTMENTS
 - A. Cumberland County Juvenile Crime Prevention Council
 - B. Joint Fort Liberty and Cumberland County Food Policy Council

- C. Fayetteville-Cumberland Parks and Recreation Advisory Board
 - D. Local Firefighter's Relief Fund Board (1) Vacancy
8. CLOSED SESSION
- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
 - B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

****There are No Meetings in July****

August 7, 2023 (Monday) 9:00 AM

August 21, 2023 (Monday) 6:45 PM

September 5, 2023 (Tuesday) 9:00 AM



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/19/2023

SUBJECT: RETIRED CUMBERLAND COUNTY EMPLOYEES



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/13/2023

SUBJECT: COLISEUM INN ABATEMENT AND INJUNCTION UPDATE

BACKGROUND

Chief Deputy Jack Broadus will give an update on the Coliseum Inn Abatement and Injunction.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/19/2023

**SUBJECT: APPROVAL OF PROCLAMATION PROCLAIMING JUNE 24, 2023 IN
HONOR OF FAYETTEVILLE PRIDE FEST**

BACKGROUND

A request was received for a proclamation recognizing Fayetteville Pride's Annual Fest.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of proclamation.

ATTACHMENTS:

Description

Fayetteville Pride Fest In Cumberland County

Type

Backup Material

Proclamation

- WHEREAS the United States was founded on the ideals of equality, inclusion, and respect for all, but the realization of these ideals has been long delayed and often obtained after years of struggle, culminating in civil rights legislations or rulings for Lesbians, Gay, Bisexual, Transgender, and Queer or Questioning (LGBTQ*) Americans; AND*
- WHEREAS, the month of June 2023 marks 54 years since the Stonewall uprising, wherein LGBTQ* citizens of a variety of ages and racial and ethnic backgrounds, rose up against oppressive laws and policing tactics that have since been found to be unconstitutional; AND*
- WHEREAS the Stonewall uprising is widely considered the beginnings of the modern LGBTQ* civil rights movement. LGBTQ* Pride celebrations have occurred in June, which is nationally recognized as Pride month, all around the country every year since then; AND*
- WHEREAS, Cumberland County has a diverse LGBTQ* population with a rich and varied history that includes people of all ethnicities, languages, religions, and professions; AND*
- WHEREAS everyone should be able to live a life free from fear, hatred, or discrimination, whether that it be based on race, religion, gender identity, sexual orientation, age, national origin, or veteran status; AND*
- WHEREAS the achievements of the LGBTQ* community will be celebrated in Cumberland County at Fayetteville Pride's Annual Fest on Saturday, June 24, 2023.*
- NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim Saturday, June 24, 2023, to be in honor of Fayetteville Pride Fest in Cumberland County.*

Adopted the 19th day of June 2023.

*Dr. Toni Stewart, Chairwoman
Cumberland County Board of Commissioners*



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 6/6/2023

SUBJECT: APPROVAL OF CONTRACT AMENDMENTS FOR TEMPORARY EMPLOYMENT SERVICES WITH 22ND CENTURY TECHNOLOGIES, INC., BELFLEX STAFFING NETWORK, LLC, MANPOWERGROUP US, INC. AND THE MEGA FORCE STAFFING GROUP, INC.

BACKGROUND

Contracts with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc., and the Mega Force Staffing Group, Inc. were executed in fiscal year 2020 as the result of a formal Request for Proposal (RFP) #19-9-CTY that was conducted for temporary employment services for various County departments and divisions on an as needed basis. The original contract term was through June 30, 2021 with the option to renew for two additional one year terms. This contract amendment is to extend the contract through December 31, 2023. Staff are currently working with departments to identify needs and market changes and will be issuing the RFP during the fall.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners approve the contract amendments with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc., and the Mega Force Staffing Group, Inc. to extend the contract terms through December 31, 2023.

ATTACHMENTS:

Description	Type
22nd Century Technologies, Inc. Contract Amendment	Backup Material
Belflex Staffing Network, LLC Contract Amendment	Backup Material
Manpowergroup US, Inc. Contract Amendment	Backup Material
The Mega Force Staffing Group, Inc. Contract Amendment	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT TO
SERVICE CONTRACT 2020058

This amendment to the service contract dated July 1, 2019 by and between 22nd Century Technologies, Inc. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective June 30, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through December 31, 2023.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the _____ day of _____ 2023.

CONTRACTOR SIGNATURES

22nd Century Technologies, Inc.

Isha Sharma Isha Sharma

Authorized Signature

Contracts Manager

Title

COUNTY OF CUMBERLAND SIGNATURES

BY:

Chairman to the Board of
Commissioners

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

BY:

P. H. [Signature]
County Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties

BY:

[Signature] 6/6/23
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT TO
SERVICE CONTRACT 2020057

This amendment to the service contract dated July 1, 2019 by and between Belflex Staffing Network, LLC ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

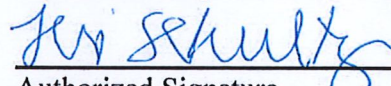
1. Effective June 30, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through December 31, 2023.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 22nd day of May 2023.

CONTRACTOR SIGNATURES

Belflex Staffing Network, LLC



Authorized Signature

Branch Manager

Title

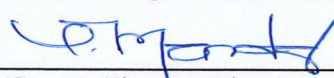
COUNTY OF CUMBERLAND SIGNATURES

BY:

Chairman to the Board of
Commissioners

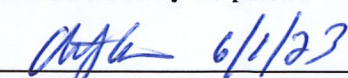
This instrument has been pre-audited in
the manner required by the Local
Government Budget and Fiscal Control Act.

BY:


County Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties

BY:

 6/1/23
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT TO
SERVICE CONTRACT 2020088
2023470 (New contract)
#

This amendment to the service contract dated July 1, 2019 by and between ManpowerGroup US Inc ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

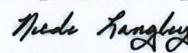
1. Effective June 30, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through December 31, 2023.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 23rd day of May 2023.

CONTRACTOR SIGNATURES

ManpowerGroup US Inc


0628F988B9B745B

Authorized Signature

Regional Vice President

Title

COUNTY OF CUMBERLAND SIGNATURES

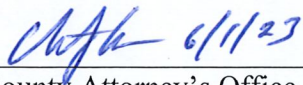
BY:

Chairman to the Board of
Commissioners

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

BY: 
County Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties

BY:  6/11/23
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT TO
SERVICE CONTRACT 2020056

This amendment to the service contract dated July 1, 2019 by and between The Mega Force Staffing Group, Inc. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective June 30, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through December 31, 2023.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 18th day of May 2023.

CONTRACTOR SIGNATURES

The Mega Force Staffing Group, Inc.

Josephine R Howard
Authorized Signature

General Manager
Title

COUNTY OF CUMBERLAND SIGNATURES

BY:

Chairman to the Board of
Commissioners

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

BY:

[Signature]
County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties

BY:

[Signature] 5/23/23
County Attorney's Office



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/8/2023

SUBJECT: CONSIDERATION OF APPROVAL OF PROPERTY TAX COLLECTION AGREEMENTS WITH THE CITY OF FAYETTEVILLE AND THE TOWN OF SPRING LAKE

BACKGROUND

As the County Attorney explained recently, it is important that the county renew its property tax collection agreements with its municipalities. Currently, Cumberland County collects taxes for all municipalities within its borders.

The following have approved the property tax collection agreements drafted by the County Attorney:

City of Fayetteville
Town of Spring Lake

RECOMMENDATION / PROPOSED ACTION

Move to approve the property tax collection agreements with the City of Fayetteville and the Town of Spring Lake.

ATTACHMENTS:

Description	Type
City of Fayetteville Agreement	Backup Material
Town of Spring Lake Agreement	Backup Material

**INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES
BETWEEN CUMBERLAND COUNTY AND THE CITY OF FAYETTEVILLE**

Approved by the Cumberland County Board of Commissioners _____

Approved by the Governing Board of the City of Fayetteville April 24, 2023

This contract is made and entered into _____, 2023, between Cumberland County, a political subdivision of the State of North Carolina, hereinafter referred to as the "County" and the City of Fayetteville, a North Carolina municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the governing bodies of the County and the City have found and determined that it is in the public benefit and interest to provide for the collection by the County of real and personal property taxes levied by the City as well as certain special assessments assessed by the City, gross receipts taxes on vehicle and equipment rentals and leases, fees authorized to be collected with property taxes, and motor vehicle license fees levied by the City; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, Part 1, provide that units of local government may enter into agreements in order to execute an undertaking providing for the contractual exercise by one unit of any power, function or right, including the collection of taxes, of another unit; and

WHEREAS, the governing bodies of the County and City have ratified this agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties agree as follows:

1. DEFINITIONS:

- A. Consolidated Tax Bill: A tax bill for both the County and the City prepared by the County in those situations where both County and City Revenues are due, i.e. where property lies both within the County and the City.
- B. Non-Consolidated Tax Bill: A tax bill for either the County only or the City only prepared by the County in those situations where only County or only City Revenues are due, i.e., where property lies within the County and outside the City, or within the City and outside of the County, or where property is annexed into the City at any time other than at the beginning of the fiscal year.

- C. Revenues: Any current or delinquent property taxes, gross receipts taxes on vehicle rentals and heavy equipment rentals, dog, license, privilege, and franchise taxes which are charged by the governing body of the County or the City including interest, penalties or costs; any current or delinquent fees such as stormwater and solid waste fees authorized to be collected with property taxes; and any special assessments due to the City or County on property being foreclosed on as a part of a tax foreclosure action and which are collectable by the Tax Administrator within the scope of this agreement.
 - D. Tax Collector: The person appointed by the Board of Commissioners of Cumberland County pursuant to N.C.G.S. §105-349, or its successor statute, by whatever title given, and currently known as the Cumberland County Tax Administrator. For all purposes of this agreement, the City confirms that the Tax Administrator as appointed hereunder shall be deemed to have also been appointed by the City as its Tax Collector pursuant to N.C.G.S. §105-349.
 - E. Tax Levy: The amount of County or City property taxes due for the then current fiscal year as determined by the Tax Administrator. That number is generally determined as the product of the County's and the City's tax rate multiplied by the total assessed value of all property listed in the County or the City respectively.
- 2. PURPOSE: The purpose of this agreement is to establish the undertakings, as provided in N.C.G.S. Chapter 160A, Article 20, Part 1, whereby the Tax Administrator collects for the County and the City all current and delinquent Revenues, as defined in Section 1.C of this agreement.
 - 3. METHODS AND PROCEDURES: The methods and procedures which shall be followed by the County, the City, and the Tax Administrator to implement this undertaking shall be as follows:
 - A. The Tax Administrator shall perform, on behalf of the City, those duties specified in N.C.G.S. §105-350, and for all Revenues, shall perform those duties prescribed by the City Charter with respect to the assessment, levy and collection of taxes, and any other duties specified herein.
 - B. The County shall provide the Tax Administrator with such assistants and employees as are necessary for the Tax Administrator to accomplish his or her duties to collect the Revenues as set forth herein.
 - C. The governing body of the County shall cause to be performed all actions pertaining to or ancillary to the collection of Revenues for the City, required by N.C.G.S. Chapter 105, including but not limited to the following:

1. Preparation of tax scrolls and tax books or a combined record as required by N.C.G.S. §105-319;
 2. Adoption of the Order to Collect Taxes as required by N.C.G.S. § 105-321;
 3. Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 4. Listing, appraising and assessing of property as required by N.C.G.S., Chapter 105, Subchapter II, Article 22;
 5. Delivery of tax receipts to the Tax Administrator as required by N.C.G.S., § 105-352;
 6. Execution of settlements as required by N.C.G.S., §105-373.
- D. The Tax Administrator shall follow the tax collection and settlement procedures set forth in N.C.G.S. Chapter 105, Subchapter II (the Machinery Act) and the administrative and accounting practices of Cumberland County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General Statutes:
1. The Tax Administrator, county manager and city manager may agree from time to time in writing as to how the Revenues collected for the City under this agreement shall be remitted to the City and about such other administrative matters as shall be necessary to effectuate this agreement. That understanding may be amended in writing from time to time as technological advancements are made. The County shall be responsible for the safeguarding of all Revenues collected on behalf of the City until such time as said Revenues are remitted to and received by the City.
 2. Records maintained by the Tax Administrator shall show separately the amount collected on behalf of each taxing unit and such records shall be available for inspection at any time to the City, either in written or digital form, as may be available .
 3. The Tax Administrator shall prepare and mail one Consolidated Tax Bill per parcel for each parcel on which both County and City taxes are owed, detailing all County and City taxes, and fees authorized to be collected with property taxes, due. In the event of a partial payment on such a Consolidated Tax Bill, where the taxpayer has not specifically designated how payment is to be applied, the amount of such payment shall first be applied in satisfaction of the taxes owed with the amount to be applied pro rata to each taxing unit's share of

the principal amount of the taxes which were the basis of said collection, then pro rata to each taxing unit's share of the principal amount of the fees which were the basis of said collection, then pro rata to any special assessments to be collected under this agreement. Any remaining monies shall then be applied to the motor vehicle license fees levied by the City, if any. The Tax Administrator shall prepare and mail one Non-Consolidated Tax Bill per parcel for each parcel on which either the County only or the City only taxes are owed.

4. COLLECTIONS: The Tax Administrator shall collect Revenues due the City in the same manner as the Tax Administrator collects revenues due the County. The Tax Administrator shall report delinquent Revenues due the City in the same manner as the Tax Administrator reports delinquent revenues due the County.
 - A. Where both County and City Revenues are delinquent, any action, including but not limited to a foreclosure action, to collect such Revenues shall be brought in the names of both taxing units.
 - B. Where special assessments are due the City on property which is the subject of a tax foreclosure action by the County, the Tax Administrator shall collect these special assessments as part of the tax foreclosure proceeding, regardless of whether the taxes due are paid subsequent to the institution of the tax foreclosure proceeding. This shall be the only circumstance in which the Tax Administrator shall have the duty to collect special assessments owing to the City.
 - C. The County's governing board has determined that if the County becomes the purchaser of any property at a foreclosure sale, the County shall pay only that part of the purchase price that would not be distributed to it and other taxing units on account of taxes, penalties, interest, and such costs as accrued prior to the initiation of the foreclosure action under G.S. 105-374 or docketing of a judgment under G.S. 105-375, and thereafter hold and dispose of the property in accordance with the further provisions of G.S. 105-376(b). Any costs incurred by the County using its own employees or a contractor to maintain and safeguard any property acquired the County at foreclosure shall be allocated to the costs to be first recouped by the County upon sale of the property. The County shall provide an accounting to the City for such costs.
5. APPORTIONMENT: Penalties and interest collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the County and the City pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.
6. REPORTS: The Tax Administrator shall make an annual written report and a monthly written report to both governing bodies, which shall include:

- A. Current property tax collections on behalf of each taxing unit, stated in dollars and as a percentage of the levies;
 - B. Delinquent property tax collections on behalf of taxing unit, stated in dollars and as a percentage of the outstanding levies;
 - C. Collections of County and City Revenues other than property taxes by type, stated in dollars and as a percentage of the budget projections;
 - D. Significant policy changes and recommendations pertaining to the Office of the Tax Administrator; and
 - E. Significant operational changes and recommendations pertaining to the Office of the Tax Administrator.
7. DURATION: This agreement shall take effect July 1, 2023, and shall apply to all collections made by the Tax Administrator after that date and shall remain in place until terminated by either party in accordance with the termination provision stated herein.
8. FINANCES: The County shall retain a collection fee as a percentage of the amount of the actual Revenue collected for each tax year as follows:
- A. For collections made by the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to three-quarters of a percent (0.75%) of the actual Revenue collected for the City as consideration for this agreement.
 - B. For collections made after the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to one and three-quarters of a percent (1.75%) of the actual Revenue collected for the City as consideration for this agreement
9. APPOINTMENTS: The Tax Administrator shall be appointed by the Cumberland County Board of Commissioners for a term not to exceed four (4) years.
- A. The appointment of the Tax Administrator shall be made by the governing body of the County in accordance with the provisions of N.C.G.S. § 105-349. The appointment, approval, and acknowledgment thereof will be entered into the minutes of the appropriate proceedings of the governing body of the County.
 - B. Appointments of all assistants, consultants, attorneys or employees provided by the County to implement this undertaking shall be made by the appropriate County officials and shall not be subject to the approval of the City. Such appointees shall be employees, agents, consultants or contractors, as the case may be, of the County and not of the City.

10. GENERAL PROVISIONS:

- A. The participation of the Office of the Tax Administrator in this undertaking, except as otherwise provided by law or this agreement, shall be under the supervision of the Board of Commissioners of Cumberland County and the county manager, which officials shall have exclusive authority as provided by law to regulate and control the administration of said office. Any problems experienced by the City with regard to this undertaking shall be communicated to the county manager to be resolved as the county manager deems appropriate.
- B. A bond shall be given by the Tax Administrator, in his official capacity pursuant to N.C.G.S. § 105-349(c) in an amount set by the board of commissioners. Bonds shall also be given by such of said Tax Administrator's assistants and clerks as may be designated by the board of commissioners. Such bonds shall be subject to the approval of the board of commissioners for the County's and City's protection and the County shall pay the premiums required therefore. The County shall provide legal defense to the Tax Administrator to the same extent it does its employees under its applicable policies.
- C. The governing body of the City may, at its own expense, provide for an audit of the records relating to taxes owed the City and collected on its behalf by the Tax Administrator in addition to any audit required by law. The Tax Administrator shall cooperate in any audit provided by the City pursuant to this subsection.
- D. Tax settlements shall be made annually by the Tax Administrator to the Board of Commissioners pursuant to N.C.G.S. § 105-373, before tax records are delivered to him for the subsequent tax year. Copies of all tax settlement reports of the Tax Administrator shall be provided to the governing body of the City.
- E. TERMINATION: This agreement may be terminated by either party with at least six (6) months' prior written notice delivered to the other party's manager, administrator, or clerk; provided, however, termination shall be effective only at the end of a fiscal year.
- F. This agreement shall be recorded in the Office of the Clerk of both parties.
- G. Amendments to this agreement shall be effective only when reduced to writing and duly executed by the parties.
- H. With respect to all Revenues collected by the County under the terms of this agreement, the County shall have sole and absolute authority upon compliance with and subject to applicable law:

1. To set discount schedules after consultation with the city manager;
2. To determine the status and taxability of all property;
3. To prescribe the minimum amount or percentage of tax liability that may be accepted as a partial payment;
4. To designate the method or methods of collection to be employed, whether by garnishment, levy, foreclosure, or such other remedy or remedies, against any taxpayer, his or her real or personal property, as may be provided by law;
5. To employ such professional services, (legal, accounting, etc.) as may be required for the efficient collection of Revenues; and
6. To make any and all elections, decisions and determinations available to County or City under the Machinery Act (as now in existence or hereafter amended) with respect to the listing, appraisal, assessment of property, refunds and releases, and collection of taxes, except for establishment of City's tax rate, which shall remain City's sole responsibility.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed on the date indicated by their proper officials.



City of Fayetteville

By: _____

Mayor

Date: _____

May 22, 2023

ATTEST:

Pamela T. Megill
City Clerk

Cumberland County

By: _____

Toni Stewart, Chair
Board of Commissioners

Date: _____

ATTEST:

By: _____

Andrea Tebbe, Clerk to the Board

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL
ACT.

Vicki Evans, Finance Director

Draft by R. Moorefield, 2-9-23

APPROVED FOR LEGAL SUFFICIENCY

Rickey L. Moorefield, County Attorney

**INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES
BETWEEN CUMBERLAND COUNTY AND THE TOWN OF SPRING LAKE**

Approved by the Cumberland County Board of Commissioners _____

Approved by the Governing Board of the Town of Spring Lake June 12, 2023

This contract is made and entered into _____, 2023, between Cumberland County, a political subdivision of the State of North Carolina, hereinafter referred to as the "County" and the Town of Spring Lake, a North Carolina municipal corporation, hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the governing bodies of the County and the Town have found and determined that it is in the public benefit and interest to provide for the collection by the County of real and personal property taxes levied by the Town as well as certain special assessments assessed by the Town, gross receipts taxes on vehicle and equipment rentals and leases, fees authorized to be collected with property taxes, and motor vehicle license fees levied by the Town; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, Part 1, provide that units of local government may enter into agreements in order to execute an undertaking providing for the contractual exercise by one unit of any power, function or right, including the collection of taxes, of another unit; and

WHEREAS, the governing bodies of the County and Town have ratified this agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties agree as follows:

1. DEFINITIONS:

- A. Consolidated Tax Bill: A tax bill for both the County and the Town prepared by the County in those situations where both County and Town Revenues are due, i.e. where property lies both within the County and the Town.
- B. Non-Consolidated Tax Bill: A tax bill for either the County only or the Town only prepared by the County in those situations where only County or only Town Revenues are due, i.e., where property lies within the County and outside the Town, or within the Town and outside of the County, or where property is annexed into the Town at any time other than at the beginning of the fiscal year.

- C. Revenues: Any current or delinquent property taxes, gross receipts taxes on vehicle rentals and heavy equipment rentals, dog, license, privilege, and franchise taxes which are charged by the governing body of the County or the Town including interest, penalties or costs; any current or delinquent fees such as stormwater and solid waste fees authorized to be collected with property taxes; and any special assessments due to the Town or County on property being foreclosed on as a part of a tax foreclosure action and which are collectable by the Tax Administrator within the scope of this agreement.
 - D. Tax Collector: The person appointed by the Board of Commissioners of Cumberland County pursuant to N.C.G.S. §105-349, or its successor statute, by whatever title given, and currently known as the Cumberland County Tax Administrator. For all purposes of this agreement, the Town confirms that the Tax Administrator as appointed hereunder shall be deemed to have also been appointed by the Town as its Tax Collector pursuant to N.C.G.S. §105-349.
 - E. Tax Levy: The amount of County or Town property taxes due for the then current fiscal year as determined by the Tax Administrator. That number is generally determined as the product of the County's and the Town's tax rate multiplied by the total assessed value of all property listed in the County or the Town respectively.
- 2. PURPOSE: The purpose of this agreement is to establish the undertakings, as provided in N.C.G.S. Chapter 160A, Article 20, Part 1, whereby the Tax Administrator collects for the County and the Town all current and delinquent Revenues, as defined in Section 1.C of this agreement.
 - 3. METHODS AND PROCEDURES: The methods and procedures which shall be followed by the County, the Town, and the Tax Administrator to implement this undertaking shall be as follows:
 - A. The Tax Administrator shall perform, on behalf of the Town, those duties specified in N.C.G.S. §105-350, and for all Revenues, shall perform those duties prescribed by the Town Charter with respect to the assessment, levy and collection of taxes, and any other duties specified herein.
 - B. The County shall provide the Tax Administrator with such assistants and employees as are necessary for the Tax Administrator to accomplish his or her duties to collect the Revenues as set forth herein.
 - C. The governing body of the County shall cause to be performed all actions pertaining to or ancillary to the collection of Revenues for the Town, required by N.C.G.S. Chapter 105, including but not limited to the following:

1. Preparation of tax scrolls and tax books or a combined record as required by N.C.G.S. §105-319;
 2. Adoption of the Order to Collect Taxes as required by N.C.G.S. § 105-321;
 3. Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 4. Listing, appraising and assessing of property as required by N.C.G.S., Chapter 105, Subchapter II, Article 22;
 5. Delivery of tax receipts to the Tax Administrator as required by N.C.G.S., § 105-352;
 6. Execution of settlements as required by N.C.G.S., §105-373.
- D. The Tax Administrator shall follow the tax collection and settlement procedures set forth in N.C.G.S. Chapter 105, Subchapter II (the Machinery Act) and the administrative and accounting practices of Cumberland County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General Statutes:
1. The Tax Administrator, county manager, and town manager or administrator may agree from time to time in writing as to how the Revenues collected for the Town under this agreement shall be remitted to the Town and about such other administrative matters as shall be necessary to effectuate this agreement. That understanding may be amended in writing from time to time as technological advancements are made. The County shall be responsible for the safeguarding of all Revenues collected on behalf of the Town until such time as said Revenues are remitted to and received by the Town.
 2. Records maintained by the Tax Administrator shall show separately the amount collected on behalf of each taxing unit and such records shall be available for inspection at any time to the Town, either in written or digital form, as may be available .
 3. The Tax Administrator shall prepare and mail one Consolidated Tax Bill per parcel for each parcel on which both County and Town taxes are owed, detailing all County and Town taxes, and fees authorized to be collected with property taxes, due. In the event of a partial payment on such a Consolidated Tax Bill, where the taxpayer has not specifically designated how payment is to be applied, the amount of such payment shall first be applied in satisfaction of the taxes owed with the amount to be applied pro rata to each taxing unit's share of

the principal amount of the taxes which were the basis of said collection, then pro rata to each taxing unit's share of the principal amount of the fees which were the basis of said collection, then pro rata to any special assessments to be collected under this agreement. Any remaining monies shall then be applied to the motor vehicle license fees levied by the Town, if any. The Tax Administrator shall prepare and mail one Non-Consolidated Tax Bill per parcel for each parcel on which either the County only or the Town only taxes are owed.

4. **COLLECTIONS:** The Tax Administrator shall collect Revenues due the Town in the same manner as the Tax Administrator collects revenues due the County. The Tax Administrator shall report delinquent Revenues due the Town in the same manner as the Tax Administrator reports delinquent revenues due the County.
 - A. Where both County and Town Revenues are delinquent, any action, including but not limited to a foreclosure action, to collect such Revenues shall be brought in the names of both taxing units.
 - B. Where special assessments are due the Town on property which is the subject of a tax foreclosure action by the County, the Tax Administrator shall collect these special assessments as part of the tax foreclosure proceeding, regardless of whether the taxes due are paid subsequent to the institution of the tax foreclosure proceeding. This shall be the only circumstance in which the Tax Administrator shall have the duty to collect special assessments owing to the Town.
 - C. The County's governing board has determined that if the County becomes the purchaser of any property at a foreclosure sale, the County shall pay only that part of the purchase price that would not be distributed to it and other taxing units on account of taxes, penalties, interest, and such costs as accrued prior to the initiation of the foreclosure action under G.S. 105-374 or docketing of a judgment under G.S. 105-375, and thereafter hold and dispose of the property in accordance with the further provisions of G.S. 105-376(b). Any costs incurred by the County using its own employees or a contractor to maintain and safeguard any property acquired the County at foreclosure shall be allocated to the costs to be first recouped by the County upon sale of the property. The County shall provide an accounting to the Town for such costs.
5. **APPORTIONMENT:** Penalties and interest collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the County and the Town pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

6. **REPORTS:** The Tax Administrator shall make an annual written report and a monthly written report to both governing bodies, which shall include:
 - A. Current property tax collections on behalf of each taxing unit, stated in dollars and as a percentage of the levies;
 - B. Delinquent property tax collections on behalf of taxing unit, stated in dollars and as a percentage of the outstanding levies;
 - C. Collections of County and Town Revenues other than property taxes by type, stated in dollars and as a percentage of the budget projections;
 - D. Significant policy changes and recommendations pertaining to the Office of the Tax Administrator; and
 - E. Significant operational changes and recommendations pertaining to the Office of the Tax Administrator.
7. **DURATION:** This agreement shall take effect July1, 2023, and shall apply to all collections made by the Tax Administrator after that date and shall remain in place until terminated by either party in accordance with the termination provision stated herein.
8. **FINANCES:** The County shall retain a collection fee as a percentage of the amount of the actual Revenue collected for each tax year as follows:
 - A. For collections made by the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to three-quarters of a percent (0.75%) of the actual Revenue collected for the Town as consideration for this agreement.
 - B. For collections made after the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to one and three-quarters of a percent (1.75%) of the actual Revenue collected for the Town as consideration for this agreement
9. **APPOINTMENTS:** The Tax Administrator shall be appointed by the Cumberland County Board of Commissioners for a term not to exceed four (4) years.
 - A. The appointment of the Tax Administrator shall be made by the governing body of the County in accordance with the provisions of N.C.G.S. § 105-349. The appointment, approval, and acknowledgment thereof will be entered into the minutes of the appropriate proceedings of the governing body of the County.
 - B. Appointments of all assistants, consultants, attorneys or employees provided by the County to implement this undertaking shall be made by the appropriate County officials and shall not be subject to the approval of the Town. Such

appointees shall be employees, agents, consultants or contractors, as the case may be, of the County and not of the Town.

10. GENERAL PROVISIONS:

- A. The participation of the Office of the Tax Administrator in this undertaking, except as otherwise provided by law or this agreement, shall be under the supervision of the Board of Commissioners of Cumberland County and the county manager, which officials shall have exclusive authority as provided by law to regulate and control the administration of said office. Any problems experienced by the Town with regard to this undertaking shall be communicated to the county manager to be resolved as the county manager deems appropriate.
- B. A bond shall be given by the Tax Administrator, in his official capacity, pursuant to N.C.G.S. § 105-349(c) in an amount set by the board of commissioners. Bonds shall also be given by such of said Tax Administrator's assistants and clerks as may be designated by the board of commissioners. Such bonds shall be subject to the approval of the board of commissioners for the County's and Town's protection and the County shall pay the premiums required therefore. The County shall provide legal defense to the Tax Administrator to the same extent it does its employees under its applicable policies.
- C. The governing body of the Town may, at its own expense, provide for an audit of the records relating to taxes owed the Town and collected on its behalf by the Tax Administrator in addition to any audit required by law. The Tax Administrator shall cooperate in any audit provided by the Town pursuant to this subsection.
- D. Tax settlements shall be made annually by the Tax Administrator to the Board of Commissioners pursuant to N.C.G.S. § 105-373, before tax records are delivered to him for the subsequent tax year. Copies of all tax settlement reports of the Tax Administrator shall be provided to the governing body of the Town.
- E. TERMINATION: This agreement may be terminated by either party with at least six (6) months' prior written notice delivered to the other party's manager, administrator, or clerk; provided, however, termination shall be effective only at the end of a fiscal year.
- F. This agreement shall be recorded in the Office of the Clerk of both parties.
- G. Amendments to this agreement shall be effective only when reduced to writing and duly executed by the parties.

- H. With respect to all Revenues collected by the County under the terms of this agreement, the County shall have sole and absolute authority upon compliance with and subject to applicable law:
1. To set discount schedules after consultation with the town manager or administrator;
 2. To determine the status and taxability of all property;
 3. To prescribe the minimum amount or percentage of tax liability that may be accepted as a partial payment;
 4. To designate the method or methods of collection to be employed, whether by garnishment, levy, foreclosure, or such other remedy or remedies, against any taxpayer, his or her real or personal property, as may be provided by law;
 5. To employ such professional services, (legal, accounting, etc.) as may be required for the efficient collection of Revenues; and
 6. To make any and all elections, decisions and determinations available to County or Town under the Machinery Act (as now in existence or hereafter amended) with respect to the listing, appraisal, assessment of property, refunds and releases, and collection of taxes, except for establishment of Town's tax rate, which shall remain Town's sole responsibility.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed on the date indicated by their proper officials.

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Dan Cron

Finance Director

Date: 6/12/23



ATTEST:

Carly Luty
Town Clerk

ATTEST:

By:

Andrea Tebbe, Clerk to the Board

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL
ACT.

Vicki Evans, Finance Director

Draft by R. Moorefield, 2-9-23

Town of Spring Lake

By:

[Signature]

Mayor

Date: 6/12/23

[Signature]
Town Attorney

Date: 6/10/23

Cumberland County

By:

Toni Stewart, Chair
Board of Commissioners

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

Rickey L. Moorefield, County Attorney



MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 6/8/2023

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR LIBRARY BOOKS AND AUDIOVISUAL MATERIALS

BACKGROUND

Funds in the amount of \$695,061 are being requested in the fiscal year 2024 budget for Library books and audiovisual materials. A formal bid request was issued for these items, for a new contract to begin in fiscal year 2024. Due to the volume of items needed throughout the year, the objective was to contract with primary and secondary vendors.

Bids were received and evaluated. The evaluation results are as follows: Baker & Taylor, LLC offers the highest average discount for books and audiovisual materials, the largest number of publishers represented, and a large volume of juvenile materials. Secondary to Baker and Taylor, Ingram Library Services, LLC offers slightly less of a discount for books, but the third best competitive discount for DVDs and ties Baker & Taylor with the highest discount for spoken word. Also secondary to Baker and Taylor, Midwest Tape, LLC offers the most competitive discount for DVDs.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners:

1. Award IFB (Invitation for Bid) Number 23-23-LB, effective July 1, 2023, to:
 - a. Primary Vendor for Books and Audiovisual Materials (to include DVDs) - Baker and Taylor, LLC
 - b. Secondary Vendor for Books and Audiovisual Materials – Ingram Services, LLC
 - c. Secondary Vendor for DVDs – Midwest Tape, LLC
2. Delegate authority to the County Manager to sign the contracts with Baker and Taylor, LLC, Ingram Services, LLC, and Midwest Tape, LLC once approved for pre-audit and legal sufficiency.

ATTACHMENTS:

Description

Bid Award Request Form

Evaluation Summary

Bid Tab Summary

Type

Backup Material

Backup Material

Backup Material



CUMBERLAND COUNTY

NORTH CAROLINA

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

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

Date: 6/2/23 Department: Library

Bid Description (If additional space necessary, may attach a separate sheet): Books and Audiovisual Materials

Amount of Bid Award (or estimated contract amount): \$676,561 Baker & Taylor (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)
\$11,000 Ingram
\$7,500 Midwest Tape

Budgeted Amount for Project: \$695,061 **Original Budget (Y/N):** FY24 **or Budget Revision #:** _____

Budget Line: Org. 1014402 **Object Code:** 522430 **Project Code:** _____

Department Bid Award Recommendation (specify the vendor):

Primary Vendor: Baker & Taylor; Secondary Vendors: Ingram for Books and Audiovisual Materials, Midwest Tape for DVDs

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

Baker & Taylor had the highest overall score based on evaluation criteria, the best overall average discount for materials, and the largest number of publishers represented along with a ratio of adult/juvenile titles in stock to fit the Library's ordering needs. Ingram had the second highest overall score based on evaluation criteria, third best discount for DVDs and ties Baker & Taylor with the best discount for spoken word. Midwest Tape had the best discount for DVDs and the second highest overall score based on evaluation criteria, when Cataloging is not factored in (as they only bid on DVDs, which do not require cataloging). Brodart had a slightly higher book discount than Ingram, but only had a 40% filled shipment on first order percentage compared to 91-92% for Ingram and 91-100% for Midwest Tape.
Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? _____ If so, which committee? _____ on what date? _____ (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Faith B. Phillips
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Wendy Evans Date: 6/8/23
Finance Director (Please see question below)

Clarence Jones Date: 6/8/23
County Manager (Please see question below)

Should this bid be submitted to the Agenda Session?
Yes _____ No ☒ (June 17th mtg)
Jessica Hullender Date: 6/8/23
County Purchasing Manager

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee: _____

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ☒
DOA CHECKED ☒
IRAN CHECKED ☒

**23-22-LB Public Library Books and Audiovisual Materials
Evaluation Summary**

Category/Comments	Weight #	Baker & Taylor, LLC	Barnes & Noble Booksellers, Inc	Blackstone Publishing	Brodart Co.	Ingram Library Services LLC	Midwest Tape, LLC	The Reading Warehouse
	Max	Points	Points	Points	Points	Points	Points	Points
Items That Vendor Bid On:		All	PB w/out processing/AV Only	AV Only	Books Only	All	DVDs Only	All
Price of Materials: Best cost options for the County.	45 points	44	25	35	42	40	40	25
Order Fulfillment: Prompt fulfillment as close to release date as possible, especially important with new materials, best sellers, and unexpected hot titles.	15 points	14	8	13	6	13	14	10
Cataloging/Processing: Based on responses to Section 4.2 C <i>Cataloging/Processing</i> . Demonstration to perform as required.	15 points	14	0 ¹	0 ¹	10	15	0 ¹	5
Customer Service: Must be available to contact via phone as well as email. Meet expectation to provide timely communication as to cancelled publications/changes in publication dates and other issues. Provide curated ordering/selection suggestion lists--especially with AV materials.	8 points	8	6	8	8	6	8	3
Electronic Ordering System: For selectors: Must be easy to use, able to easily view and alter selections in carts. For Tech Services: Ability to track status of orders & to cancel orders.	10 points	10	5	7	8	5	8	3
References: Demonstration of ability to perform in accordance with specifications.	2 points	2	1	2	2	2	2	1
Additional Criteria: Specialty services offered, previous experience with company.	5 points	5	2	3	3	5	4	0
Total Points	100 points	97	47	68	79	86	76	47
Total Points Minus Cataloging/Processing²	85 points	83	47	68	69	71	76	42

¹ Zero points were given for Cataloging and Processing because these vendors only bid on AV materials.

² This allows for a better comparison of vendors to those that only bid on AV materials.

**23-22-LB Public Library Books and Audiovisual Materials
Bid Tabulation Summary**

	Baker & Taylor, LLC	Barnes & Noble Booksellers, Inc (PB w/out proc/DVD/SW/CA UD only)	Blackstone Publishing (SW/CAUD only)	Brodart Co. (Books Only)	Ingram Library Services LLC	Midwest Tape, LLC (DVD/SW/ CAUD only)	The Reading Warehouse
Cataloging and Processing Fees for Books							
Full Book Processing Costs per Book	\$3.89	Does Not Offer	NA	\$3.97	\$2.97	NA	\$2.50
Customized Cataloging Price per Book	\$2,500 annual fee ¹	Does Not Offer	NA	Included in Above	\$10.00	NA	\$0.99
Price per Book for Mylar Cover Only	\$0.99	Does Not Offer	NA	\$0.70	\$0.99	NA	\$0.99
Total Average Book Discount							
Book Discount (Trade Books/Non-Trade Books/ Library Bindings/Mass Market Paperbacks)	30.63%	0-35.00% ²	NA	29.75%	26.25%	NA	27-36.00% ³
Total Average Audiovisual Discount							
DVD Discount (Feature Films/Information-Documentary Films)	30.10%	0-25.00% ⁴	NA	NA	25.00%	32.00%	10-15.00% ⁴
Children/Adult/Teen Spoken Word (CD) Discount	45.00%	0-25.00% ⁴	40.00% for Recorded Books / 20.00% for all other publishers	NA	45.00%	0.00%	10-15.00% ⁴

¹ \$2,500 annual fee is approximately \$0.05 per book based on number of items ordered processed in FY23 (49,500).

² Only bid on Paperbacks Without Processing - Discount depends on order cost - Up to \$999.99: 20%; \$1,000-4,999.99 or >100 units: 30%; \$5,000+ or >100 units: 35%

³ Discount depends on number of copies of title ordered - 1-24: 27%; 25-99: 33%; 100+: 36%

⁴ Did not state what discount range depends on.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/14/2023

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 116 RAINBOW COURT, SPRING LAKE**

BACKGROUND

The county acquired the real property with PIN 0501-67-8537, being Lots 51 & 52 B. P. Sandlin Property, Plat Book 9 at Page 70 located at 116 Rainbow Court, Spring Lake, described in Deed Book 9849, Page 721, at a tax foreclosure sale in 2016 for a purchase price of \$5,276.32. The property is zoned R6 with a tax value of \$3,250.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Lashawn J. Green, on behalf of Green's Outreach Services, a North Carolina non-profit corporation, made an offer to purchase the property for \$5,276.32. 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 Lashawn J. Green, on behalf of Green's Outreach Services. 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 0501-67-8537, being Lots 51 & 52 B. P. Sandlin Property, Plat Book 9 at Page 70, located at 116 Rainbow Court, Spring Lake, described in Deed Book 7730, Page 859, is not needed for governmental purposes and proposes to accept an offer to

purchase the property for \$5,276.32. 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 ____, 2023 Andrea Tebbe, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/14/2023

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 508 SCARBOROUGH STREET, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0437-81-5216, being Webb Place Lot Part 5, Plat Book 7, Page 5, located at 508 Scarborough Street, Fayetteville, at a tax foreclosure sale in 2019 for a purchase price of \$3,792.79. The property is zoned MR5 with a tax value of \$2,500.00. 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 May 31, 2023, by a quitclaim deed recorded in Book 11744 at Page 810. Lawrence Stubbs has made an offer to purchase the property for \$3,792.79. 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 Lawrence Stubbs. 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 0437-81-5216, being Webb Place Lot Part 5, Plat Book 7, Page 5, located at 508 Scarborough Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,792.79. 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 ____, 2023 Andrea Tebbe, Clerk to the Board



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/19/2023

**SUBJECT: APPROVAL OF ABC BOARD'S REQUEST TO ADOPT CUMBERLAND
COUNTY'S TRAVEL POLICY**

BACKGROUND

According to the attached correspondence from Harold Lee Boughman, Chairman of the Cumberland County ABC Board, the ABC Board is requesting approval from the Cumberland County Board of Commissioners to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy according to House Bill 1717: Modernization of the State ABC System; Section 13.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the ABC Board's request to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy No. 3-2: Travel Policy

ATTACHMENTS:

Description

Cumberland County Travel Policy

ABC Board Travel Policy Renewal

Type

Backup Material

Backup Material

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-2: Travel Policy

The travel policy was approved at the September 15, 2003 Board of Commissioners Meeting and revised on June 16, 2008 Board of Commissioners Meeting.

The policy was revised in December 2010 to comply with IRS Regulations regarding Meal Reimbursements associated with Daily Travel. See Item H of the policy.

1.0 PURPOSE

The purpose of this policy is to establish standards and guidelines to help ensure that public funds are expended for travel only when it serves a public purpose. It is the intent of this policy to establish a reference regarding the payment or reimbursement of travel expense pertaining to official travel and subsistence for the County of Cumberland. Article V, Section 2(1) of the Constitution of the State of North Carolina requires that funds generated by taxation be spent for public purposes only.

An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds.

2.0 SCOPE

The scope of this policy should include the following: 1) the parties covered by the policy; 2) the definition of travel; 3) the procedures for approval; and 4) the rates for reimbursement. In addition the following applies:

- An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, luxury accommodations, and services unnecessary in the performance of official business are not acceptable under this standard. Employees and board members will be responsible for unauthorized cost and any additional expenses incurred for personal preference or convenience.
- Non-employees (i.e. board members) traveling on County business shall be subject to the same policies and requirements as employees if the county is paying the expenses.

- Travel advances represent a payment of public funds to an employee or official for travel costs, which have not yet been incurred. Advances should be made for the minimum amount necessary, paid just prior to travel, and reconciled immediately at the conclusion of the travel. They are not to be used as interest-free loans.
- G.S. 14-247 states that it is illegal for a publicly owned vehicle to be used for a private purpose.
- G.S. 159-181 (a) states that any officer or employee of a local government or public authority who submits a written claim or approves a claim for funds that he/she knows to be false is guilty of a misdemeanor.

3.0 DEFINITIONS

A general term that will have a specific meaning within the context of the travel policy should be defined. Once the term is defined, that definition becomes part of the travel policy.

- A. Authorizing Party – An individual authorized by this policy to approve or disapprove requests for travel, cash advances, travel reimbursements, etc. (Usually a department head).
- B. Employee's Duty Station - "Duty Station" is defined as the job location at which the employee spends the majority of his or her working hours. For an employee in travel status, the duty station should be the point where traveling begins the majority of the time (home or office).
- C. Reimbursements – To pay back previously incurred expenses to requesting parties. All reimbursement requests shall be submitted to finance within ten working days after the travel.
- D. Requesting Party – The person who will be reimbursed for travel costs incurred while conducting County business.
- E. Subsistence (Meals and Lodging) – Subsistence is an allowance related to lodging, meal costs, incidental expenses, and gratuities thereon.
- F. Transportation Expenses – Transportation expenses include personal vehicle, county vehicle, taxi, bus, train, airplane, auto rentals, tolls, and parking fees. All transportation expenses must be incurred by and for employees, board members or other eligible travelers while conducting official County business in order to be eligible for reimbursement.

- G. Travel – Travel is defined as going to and from the normal duty station to a site located outside the County to conduct County business. Authorization of travel requests will be based upon need and cost/benefit of travel as determined by the authorizing party. All travel costs except airline tickets will be paid directly by the requesting party, and will be reimbursed by the County. The requesting party will be reimbursed for actual costs incurred only, subject to the limitations established in this policy.

4.0 GENERAL GUIDELINES

A. In-State/Out-of-State Travel

Travel is contingent upon the availability of funds in the departmental budget. Department heads are responsible for ensuring funds are available for travel within their departmental budgets and approving travel. Department heads shall ensure that all charges and expenses are in compliance with this policy.

B. Multiple Employees Traveling to the Same Destination

Two or more travelers traveling to the same destination are expected to make maximum use of joint transportation including taxicabs, County owned, leased, or privately owned vehicles.

5.0 PROCEDURES

Specific Guidelines Relating to Travel Advances, Registration, Transportation, and Subsistence:

A. Travel Advances

The requesting party must submit an approved Check Request (by the Department Head) to the County Finance Department (Finance) no later than the closing date of the check run with an issue date just prior to the start of travel. (Note: The Check Request should have supporting documentation such as a conference agenda.) The amount of the advance will not exceed eighty percent of the projected meals and the total cost of the lodging. The minimum advance will be \$50. After returning to work the employee shall submit an approved Travel Reimbursement form with appropriate receipts to Finance within ten working days. Excess travel advance funds will be repaid at this time. If the employee does not submit the Travel Reimbursement Form within ten working days then the advance amount will be deducted from the employee's next paycheck at the discretion of the Finance Director. If travel expenses exceed the travel advance, payment will be made on the next scheduled check run.

B. Registration

The County allows for registration fees to be reimbursed at the actual amount as shown by a valid receipt or invoice. They may be paid directly by the department or paid by the employee and then reimbursed. These fees are charged to a training line item. Charges resulting from the cancellation of conference registration shall be the County's obligation if the employee's registration has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to reimburse the County for registration fees paid. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the employee is not expected to reimburse the County.

C. Transportation

Air Line Travel – Tickets for airline travel will be purchased through the County approved travel agency. Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the County will be obligated to pay the penalties and charges.

Personal Vehicle – A requesting party may use his/her personal vehicle for travel and be reimbursed for actual mileage. The County reimburses mileage expenses at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile mileage rates in accordance with current IRS regulations. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request. Travel from your home to an out-of-town conference or training session is eligible for reimbursement from your home to the conference site and back home. See the section on **Daily Travel** for details on mileage reimbursement for daily travel.

Rental Vehicle – Must be authorized in advance by department head. Rental vehicles are to be used only in conjunction with approved transportation other than automobile, and a receipt is necessary for reimbursement.

County Vehicles – County vehicles may be used for any authorized travel. The requesting party must obey all laws of the jurisdiction in which the vehicle is being operated. The vehicle will be used in conducting County business only. A minimal amount of personal use, such as driving the vehicle to and from dinner, is permissible, when a County vehicle is utilized for overnight travel related to official County business.

D. Overnight Travel – Subsistence

The per diem rate for meals and incidentals for both in-state and out-of-state travel is based upon the standard rate or the rate specified by the primary destination. These rates are published by the US General Services Administration (GSA) for all destinations within the Continental United States (CONUS). Employees may be eligible for a higher per diem rate depending on the travel destination. A listing of the current rate is available on the County Intranet. If the travel destination has a rate above the standard rate, print the page that details the daily rate for that destination and attach it to the travel voucher.

The County will not require any receipts under the per diem method. The subsistence rate is inclusive of personal gratuities except baggage handling tips that may be claimed for porters at terminals and hotels, under the category of "other expenses".

Meals included as part of a conference **will not** be included in the daily meal reimbursement. For example, if dinner for one day of the conference is included in the conference registration fee the requesting party cannot claim the dinner reimbursement for that day. A breakout of the meals and incidentals for the various per diem rates is provided in the table below.

M&IE Total	\$39 Standard	\$44	\$49	\$54	\$59	\$64
Breakfast	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	\$11	\$12	\$13	\$15	\$16	\$18
Dinner	\$18	\$21	\$24	\$26	\$29	\$31
Incidentals	\$3	\$3	\$3	\$3	\$3	\$3

Partial Days of Travel - Employees may receive allowances for meals for partial days of travel when the partial day is the day of departure or the day of return.

For employees in an overnight travel status, the per diem will be reduced to 75% of the normal amount on the days of departure and return. For example, if the destination has a per diem of \$39.00, the employee will receive \$29.25 on the days of departure and return. As noted above, the \$29.25 will be reduced by any meals included as part of the conference registration fee.

E. Motel/ Hotel:

Employee will be reimbursed for actual cost of motel/hotel at single occupancy rate. Receipts are required.

F. Telephone:

Work Related Long Distance Phone Calls - Work related long distance phone calls are reimbursable if approved by the Department Head in advance. However, where possible a phone card should be obtained from the Information Services Department for official use instead of hotel room phones. Individual calls over \$3.00 must be identified as to point of origin and destination.

Personal - Personal calls are not reimbursable.

G. Internet Connection:

Internet connection charges may be incurred only if approved in advance by the Department Head and be deemed necessary in conducting County business while away from the office.

H. Daily Travel (Not Overnight)

There will not be Reimbursement for meals under daily travel.

I. Mileage Reimbursement

The County reimburses mileage expense at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile mileage rates in accordance with current IRS regulations. The IRS approved rate may change on a calendar year basis and generally becomes effective January 1 of each year. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request.

To the extent possible, trips should be planned out in advance so that mileage is minimized. In order for mileage to be reimbursed, it must be substantiated with enough detail that the mileage claimed can be verified.

Transportation expenses between your home and your regular place of work are personal commuting expenses and are not eligible for mileage reimbursement. Employees who are called back into work on the same day will be eligible for mileage reimbursement. If you are required to travel from your regular place of work to client or job sites during the day, that travel is eligible for mileage reimbursement.

County Office is Principal Place of Business	
Example	Eligible for Mileage Reimbursement
Home to office or first work site	NO
Office or last work site to home	NO
First work site to subsequent work sites	YES
Employee called back to work after regular work hours	YES
Employee is called into work on the weekend	NO

Home is Principal Place of Business	
Example	Eligible for Mileage Reimbursement
Home to office or first work site	NO
Office or last work site to home	NO
First work site to subsequent work sites	YES
Employee called back to work after regular work hours	YES
Employee is called into work on the weekend	NO

J. Processing and Approval of Reimbursement Requests

Submitting Expense Reports: The requesting party will submit an approved (by the Department Head) Travel Reimbursement Form with attached receipts for expenses requiring reimbursement to Finance within ten working days after returning from travel. Advances will be deducted from reimbursable costs. (Note: If the purpose of the travel was to attend a conference/seminar, the program for the conference/seminar should be attached to the Travel Reimbursement Form.)

Finance will determine that the reimbursement form has been properly approved, that it is mathematically correct, that the requested reimbursements agree with submitted receipts or per diem amounts, and are within the limits set by this policy. If an error in the reimbursement request is found, the requesting party will be informed and the error will be corrected before payment is made.

Before the reimbursement is made, Finance will determine that there is a sufficient unexpended appropriation in the expenditure line item to pay the request for payment. The Finance Director will immediately inform the authorizing party and requesting party if payment cannot be made.

Reimbursements to the requesting party will be made in the next scheduled check run after the Travel Reimbursement is filed.

The following items are **NOT** reimbursable:

- Any miscellaneous expense not supported by a receipt.
- Meals included as part of a conference.
- Travel to and from duty station.
- Non-employee expense. (Unless non-employee is traveling on official County business.)
- Laundry, newspaper, entertainment, alcoholic beverages and snacks.
- Paid room service, valet and personal gratuities (exclusive of baggage handling tips).
- Any traffic fines.
- Any item which is not deemed a necessary or reasonable business expense.

A requesting party submitting a falsified Travel Reimbursement form will be subject to disciplinary action and criminal prosecution. An authorizing party or Finance Director who approves a falsified reimbursement form that they know to be false will be subject to disciplinary action or criminal prosecution. Violations of the County's travel policy may result in dismissal from County employment.

K. Responsibilities of Travel Approvers

Although the Finance Director is statutorily charged with stewardship of all taxpayer dollars, the fiscal integrity and credibility of our organization is the responsibility of all County employees and supervisors.

If you are approving a travel reimbursement request, whether or not you are the traveling employee's direct supervisor, you are attesting to the following:

1. That you have reviewed the reimbursement request in its entirety;
2. That the reimbursement request is accurate; and
3. That the travel is for a public (County business-related) purpose.

L. Responsibilities of Finance Director

The Finance Director is responsible for implementing and enforcing this Travel Policy, and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to approve travel reimbursements not specifically set forth above when he or she determines on the basis of substantial evidence that such reimbursement is necessary or appropriate to accomplish business of the County and is warranted in the circumstances. He or she shall document all such reimbursements and the justification therefore.

<END>

ACKNOWLEDGEMENT
CUMBERLAND COUNTY TRAVEL POLICY

I, _____, an employee of Cumberland
County, _____ Agency / Department / Office, hereby
certify that I have received, read, and understand the Cumberland County Travel Policy
(_____ – Revision 2 – 12/15//2010).

Employee Name

Employee Signature

Employee Title

Date

Department Head / Register of Deeds / Sheriff

Date

CUMBERLAND COUNTY
ALCOHOLIC BEVERAGE CONTROL BOARD
1705 OWEN DRIVE P.O. BOX 64957
FAYETTEVILLE, N.C. 28306

June 13, 2023

Subject: Board Travel Policy

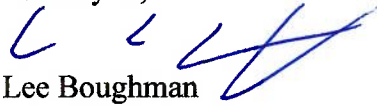
Chairman Dr. Toni Stewart:

The ABC Board voted at the June 12, 2023 meeting to request the permission and approval from the County Commissioners to adopt the County's Travel Policy according to House Bill 1717: Modernization of the State ABC System. The House Bill 1717 is a result of recommendations by a joint legislative study committee on Alcoholic Beverage Control issues. House Bill 1717, Section 13 (see below) requires that the local board annually submit a copy of the County's travel policy and the authorization to the ABC Board to be forwarded to the ABC Commission.

Section 13 of the bill provides for members and employees of local ABC boards to be reimbursed for travel on official business in accordance with the statutory travel allowances of State officers and employees. With approval of the appointing authority, a local board may adopt a travel policy that conforms to the travel policy of the appointing authority. The local board would be required to annually provide to the Commission a copy of its travel policy along with the appointing authority's written confirmation of its approval. Excess expenses not covered by the local board's travel policy would be paid only with written authorization of the appointing authority's finance officer, and the local board would be required to submit a copy of the authorization to the ABC Commission within 30 days of approval.

The Board would greatly appreciate the Commissioners support and appreciate in advance the approval of the bill. The Board is working hard to ensure that the ABC System is in high standards and is in compliance with the NC ABC Commission statutes.

Thank you,


Lee Boughman
Chairman



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/13/2023

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 19, 2023 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Emergency Services Grants – Budget Ordinance Amendment B230268 to recognize grant funds from the Duke Energy Foundation Resilience Accelerator Grant in the amount of \$27,650

The Board is requested to accept and approve Budget Ordinance Amendment B230268 to recognize grant funds from Duke Energy Foundation Resilience Accelerator Grant in the amount of \$27,650. These funds will be used to purchase stream gauges for Little River, Rockfish Creek, and South River in Cumberland County.

Please note this amendment requires no additional county funds.

2) General Fund Departments – Budget Ordinance Amendment B230109 to appropriate general fund balance in the amount of \$2,487,739 and to recognize \$411,145 in Department of Social Services and \$68,136 in Child Support

The Board is requested to approve Budget Ordinance Amendment B230109 to appropriate general fund balance in the amount of \$2,487,739 and to recognize \$411,145 in Department of Social Services and \$68,136 in Child Support. The recognition of revenue in Department of Social Services and Child Support is 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) Department of Social Services – Budget Ordinance Amendment B230076 to appropriate general fund balance in the amount of \$13,728

The Board is requested to approve Budget Ordinance Amendment B230076 to appropriate general fund balance in the amount of \$13,728. 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.

4) Sheriff's Office Grants – Budget Ordinance Amendment B230353 to recognize grant award funds from the United States Department of Justice in the amount of \$213,720

The Board is requested to accept and approve Budget Ordinance Amendment B230353 in the amount of \$213,720 as follows: \$106,860 for the Cumberland County Sheriff's Office and \$106,860 for the Fayetteville Police Department. The allocation of funds is determined by the United States Department of Justice. These funds will be used for retention and recruitment efforts, riot gear, ballistic shields, database subscriptions, and air card technology for North Carolina State Bureau of Investigation database.

Please note this amendment requires no additional county funds.

Inmate Welfare Fund 207/General Fund 101

5) Inmate Welfare Fund/General Fund – Budget Ordinance Amendment B230156 to appropriate general fund balance in the amount of \$3,718

The Board is requested to approve Budget Ordinance Amendment B230156 to appropriate general fund balance in the amount of \$3,718 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 B230157 to appropriate general fund balance in the amount of \$3,660

The Board is requested to approve Budget Ordinance Amendment B230157 to appropriate general fund balance in the amount of \$3,660 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 B230160 to appropriate general fund balance in the amount of \$15,525

The Board is requested to approve Budget Ordinance Amendment B230160 to appropriate general fund

balance in the amount of \$15,525 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 B230162 to appropriate general fund balance in the amount of \$8,943

The Board is requested to approve Budget Ordinance Amendment B230162 to appropriate general fund balance in the amount of \$8,943 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 B230165 to appropriate general fund balance in the amount of \$374

The Board is requested to approve Budget Ordinance Amendment B230165 to appropriate general fund balance in the amount of \$374 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 B230166 to appropriate general fund balance in the amount of \$1,872

The Board is requested to approve Budget Ordinance Amendment B230166 to appropriate general fund balance in the amount of \$1,872 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.

MPO Administration Fund 273/General Fund 101

11) MPO Administration Fund/General Fund – Budget Ordinance Amendment B230167 to appropriate general fund balance in the amount of \$6,142

The Board is requested to approve Budget Ordinance Amendment B230167 to appropriate general fund balance in the amount of \$6,142 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

12) Community Transportation Fund/General Fund – Budget Ordinance Amendment B230168 to appropriate general fund balance in the amount of \$3,660

The Board is requested to approve Budget Ordinance Amendment B230168 to appropriate general fund balance in the amount of \$3,660 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

13) Solid Waste Fund/General Fund – Budget Ordinance Amendment B230169 to appropriate general fund balance in the amount of \$93,856

The Board is requested to approve Budget Ordinance Amendment B230169 to appropriate general fund balance in the amount of \$93,856 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

14) Workers Compensation Fund/General Fund – Budget Ordinance Amendment B230170 to appropriate general fund balance in the amount of \$6,931

The Board is requested to approve Budget Ordinance Amendment B230170 to appropriate general fund balance in the amount of \$6,931 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.

Group Insurance Fund 801/General Fund 101

15) Group Insurance Fund/General Fund – Budget Ordinance Amendment B230171 to appropriate general fund balance in the amount of \$8,938

The Board is requested to approve Budget Ordinance Amendment B230171 to appropriate general fund balance in the amount of \$8,938 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.

Intergovernmental Fund 201

16) Excise Tax on Deeds– Budget Ordinance Amendment B230177, B230178, B230180, and B230181 to budget additional projected revenue in the amount of \$183,938

The Board is requested to approve Budget Ordinance Amendment B230177, B230178, B230180, and B230181 to budget additional projected revenue in the amount of \$183,938 representing the excise tax on deeds. This projection is through the remainder of Fiscal Year 2023.

Please note this amendment requires no additional county funds.

NORCRESS Water and Sewer Fund 605

17) NORCRESS Water and Sewer Fund – Budget Ordinance Amendment B230330 to appropriate NORCRESS fund balance in the amount of \$172,000

The Board is requested to approve Budget Ordinance Amendment B230330 to appropriate NORCRESS fund balance in the amount of \$172,000. These funds will be used to cover the expenses through the end of FY23.

Please note this amendment requires appropriation of NORCRESS fund balance.

NC Elderly Fund 277

18) Community Transportation Program - Budget Ordinance Amendment B230544 to recognize the extension of grant funds from the North Carolina Department of Transportation in the amount of 183,803

The Board is requested to accept and approve Budget Ordinance Amendment B230544 to recognize the extension of grant funds from the North Carolina Department of Transportation in the amount of \$183,803. These funds will be used for eligible operating expenses under Section 5311 of the CARES Act. These funds were initially awarded in FY21.

Please note this amendment requires no additional county funds.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/13/2023

**SUBJECT: FINANCIAL POLICIES POLICY REVISION AND BUDGET
ORDINANCE AMENDMENT #B230001 TO TRANSFER FUNDS TO THE
CAPITAL INVESTMENT FUND**

BACKGROUND

During the June 8, 2023 Agenda Session meeting, the information below was provided to the commissioners.

During the January 10, 2023 Board of Commissioners' meeting, the financial statement presentation included a recommendation to defer the consideration to transfer general fund balance in excess of 15% (minus adjustments) to the Capital Investment Fund as well as a revision to the Financial Policies. The Board took action to defer until June when more information about the Classification and Compensation Plan and the method of sales tax distribution would be known. Staff were directed to present this item to the Commissioners before June 15, 2023.

The fiscal year 2024 recommended budget has been presented and included information about the Classification and Compensation Plan implementation. An amended Interlocal Sales Tax Agreement has now been approved. Therefore, the recommended amount to be transferred is \$21,308,340 and has not changed from the January 10, 2023 presentation.

In addition, approval is being requested to modify the Financial Policies language to allow for adjustments to the calculation of the fund balance transfer based on known impacts to general fund balances. These changes are shown in red font in the attached DRAFT Financial Policies (see page 5, section 4.4.3).

For your reference, the original FY2022 fund balance presentation is included as an attachment to this memo. The fund balance calculations can be found on pages 6 and 7.

Commissioners unanimously approved placing these items on the consent agenda of the June 19, 2023

meeting.

RECOMMENDATION / PROPOSED ACTION

Approval of Budget Ordinance Amendment #B230001 which transfers \$21,308,340 from the general fund and into the capital investment fund. This budget revision requires the use of fund balance.

Approval of revisions to the Financial Policies, section 4.4.3, as shown in red font within the attachment.

ATTACHMENTS:

Description	Type
1-10-23 FY2022 Fund Balance Presentation	Backup Material
DRAFT Financial Policies update	Backup Material

FY2022 PRELIMINARY FUND BALANCES BY FUND

FY2022 GENERAL FUND COMBINED FUND BALANCE

FY2022 Total Expenditures	\$ 332,691,294
Unassigned Fund Balance as a Percentage of FY2022 Expenditures	22.77%

Nonspendable	
Inventories	\$ 220,740
Prepays	210
Leases	2,440
Restricted	
Stabilization by State Statute	44,546,143
Register of Deeds	1,018,697
Public health	7,451,692
County school capital	11,900,413
Committed	
Tax revaluation	2,431,671
Capital Investment Fund	126,983,896
Assigned	
Subsequent year's expenditures	8,071,721
Economic development incentives	2,000,000
Unassigned	75,747,920
Total fund balance	<u>\$ 280,375,543</u>

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$432,439,133	\$432,439,133
FY2022 Actual	\$356,804,187	\$382,012,870
% of Budget Utilized	83%	88%

GENERAL FUND - OPERATING

- FY2022 FUND BALANCE DECREASE OF \$25,208,683
- 6/30/2022 FUND BALANCE \$136,999,332

SCHOOL CAPITAL FUND

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$18,186,838	\$18,186,838
FY2022 Actual	\$20,834,871	\$15,900,560
% of Budget Utilized	115%	87%

- FY2022 FUND BALANCE INCREASE OF \$4,934,311
- 6/30/2022 FUND BALANCE \$16,263,770

CAPITAL INVESTMENT FUND

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$118,052,118	\$118,052,118
FY2022 Actual	\$94,987,990	\$29,260,766
% of Budget Utilized	80%	25%

- FY2022 FUND BALANCE
INCREASE OF \$65,727,224
- 6/30/2022 FUND BALANCE
\$127,112,441

Fund Balance Policy: Transfer

4.4.2: The County will maintain a General Fund unassigned fund balance between 12-15% of annual expenditures...

4.4.3: Any General Fund unassigned fund balance that exceeds 15% shall be transferred to the Capital Investment Fund to support future capital projects or debt service, authorized through an approved budget ordinance amendment after the annual financial audit presentation to the Board of Commissioners.

FY2022 Calculation in accordance with Financial Policies Section 4.4.3:

FY2022 General Fund Expenditures	\$ 296,059,055
times 15% per policy	15%
15% of GF Expenditures	<u>44,408,858</u>
FY2022 General Fund Unassigned Fund Balance	\$ 75,747,920
minus 15% amount requirement	<u>(44,408,858)</u>
Fund balance amount above 15%	<u>31,339,062</u>

Fund Balance Policy: Request for Consideration to Adjust and Defer Amount of Transfer

Known cost impacts to general fund balance:

Fund balance amount above 15%	<u>\$ 31,339,062</u>
Adjustments:	
ARP Revenue Replacement FY2022	
Portion set aside for generators & retention incentives	(5,039,034)
Fund balance reappropriations due to delayed delivery dates into FY2023	(4,991,688)
Proposed fund balance transfer amount to the Capital Investment Fund	<u>\$ 21,308,340</u>

Other cost impacts to consider:

Amounts unknown at this time:

- Implementation of the Classification and Compensation Study (FY2024 Budget process)
- Change in Method of Sales Tax Distribution (April)

PROPOSED Fund Balance Policy Revision & Recommended Action

Management and staff recommend the following actions be moved forward as approvals on the consent agenda of the January 17, 2023 Board of Commissioners' meeting:

1. Approve Subsection 3 Policy No. 3-1 Financial Policies update to section 4.4.3. as follows (changes shown in yellow font): Any General Fund unassigned fund balance that exceeds 15% (minus adjustments for the current year general fund balance reappropriations or other allocations of general fund balance previously approved by the Board of Commissioners to be set aside) shall be transferred to the Capital Investment Fund to support future capital projects or debt service, authorized through an approved budget ordinance amendment after the annual financial audit presentation to the Board of Commissioners.
2. Defer adopting the Budget Ordinance Amendment to transfer funds from the general fund to the capital investment fund until cost information is known specific to implementing the classification and compensation plan and the impact of a change to the method of sales tax distribution. Once known, reductions may be made from the \$21,308,340 currently available for the transfer. Staff are directed to present the proposed Budget Ordinance Amendment to transfer funds before June 15, 2023.

HEALTH INSURANCE FUND

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$33,907,675	\$33,907,675
FY2022 Actual	\$27,223,292	\$30,440,304
% of Budget Utilized	80%	90%

- FY2022 NET POSITION
DECREASE OF \$3,126,462
- 6/30/2022 NET POSITION
\$5,608,917

FY2022 Audit Status



CUMBERLAND COUNTY

NORTH CAROLINA

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-1: Financial Policies

1.0 PURPOSE

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

2.0 SCOPE

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

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

3.0 STATEMENT OF POLICIES

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

The Cumberland County Board of Commissioners (the "Board") is a seven-member board, with each member serving a four-year term. The Finance Committee serves as the Audit Committee of the County and makes recommendations to the full Board upon review of issues that have a fiscal impact upon the County. Periodically, the Finance Director updates the Board on the financial condition of the County as a part of their monthly reporting included in the agenda. The annual audit is presented in detail to the Board annually at a night meeting which is televised on a local

channel for the citizens of Cumberland County and is also available through multiple internet/web connections.

4.0 OPERATING BUDGET / FUND BALANCE POLICIES

4.1 Budget Guidelines

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

4.2 Revenue Policy

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

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

Emphasis on user fees results in the following benefits:

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

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

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

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

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- 4.3 Expenditure Policy – Expenditures will be processed in accordance with the requirements of G.S. 159-28, Budgetary Accounting for Appropriations.
- 4.3.1 Expenditure budgets shall be monitored throughout the fiscal year by department heads, the Budget Division, and the County Manager. Budget compliance is the responsibility of the department head and the Budget Division.
- 4.3.2 Budgeted funds will only be spent for categorical purposes for which they are intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. Appropriations of debt proceeds will be made only for the purpose for which such debt instrument was issued or for the payment of debt principal and interest. Donations will be spent only toward the intent for which they were given.
- 4.3.3 For continuing contracts, funds will be appropriated in the annual budget ordinance to meet current year obligations arising under the contract, in accordance with G.S. 160A-17.
- 4.3.4 Payroll will be processed in accordance with the requirements of the Fair Labor Standards Act. Overtime and benefit payments will be made in accordance with the County's Personnel Ordinance.
- 4.3.5 The County will fund current expenditures with current resources and will strive to avoid balancing budgets utilizing one-time revenues, in accordance with the Fund Balance Policy below.
- 4.3.6 The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, state funds, local fees, and then county funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the County.
- 4.4 Reserve / Fund Balance Policy
- 4.4.1 In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts.
- 4.4.2 The County will maintain a General Fund unassigned fund balance between 12-15% of annual expenditures. This percentage range exceeds the minimum eight percent (8%) recommended by the LGC and is a sufficient amount to sustain cash flows for operations in the event of natural disasters or unexpected downturns in the economy. The annual appropriation for subsequent years' expenditures should not exceed 3% of budgeted recurring general fund expenditures.

If the unassigned fund balance falls below 15% for two consecutive fiscal years, the County will replenish funds by direct appropriation beginning in the following fiscal year. In that instance, the County will annually appropriate 20% of the difference between the target percentage level and the actual balance until the target level is met.

- 4.4.3 Any General Fund unassigned fund balance that exceeds 15% (minus adjustments for the current year general fund balance reappropriations or other allocations of general fund balance previously approved by the Board of Commissioners to be set aside) shall be transferred to the Capital Investment Fund to support future capital projects or debt service, authorized through an approved budget ordinance amendment after the annual financial audit presentation to the Board of Commissioners.
- 4.4.4 The County will appropriate within the annual budget a General Fund Contingency appropriation each fiscal year of at least \$500,000.
- 4.4.5 The County shall maintain a School Capital Reserve account and all funds accumulated shall be used for debt service on school related debt and other school capital needs.
 - a. Based on the North Carolina Association of County Commissioner's methodology for calculating statutory Article 40 and 42 set asides for school construction, the Board has committed these sales tax funds to the purposes listed immediately above.
 - b. All Public School Building Capital Fund ("ADM money") and Lottery proceeds shall be budgeted within the School Capital Reserve account and shall be used for debt service for school related debt and for school construction needs as appropriate.
- 4.4.6 Assigned for subsequent years' expenditures is the portion of fund balance that has been approved by formal action of the Board of County Commissioners for appropriation into the next fiscal year. A modification of this amount requires action by the Board. The Board may at its discretion, make other assignments of fund balance. The Board authorizes the County Manager to amend these assigned amounts to comply with the County's fund balance percentage policies.

5.0 ASSET LIABILITY MANAGEMENT POLICIES

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

5.1.1 Capital Improvements Plan

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

5.1.2 Ten Year School Facilities Plan

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

5.1.3 Fixed Assets

The capitalization threshold for fixed assets shall be \$5,000 and \$7,500 for capital improvements. The threshold will be applied to individual fixed assets and not to groups of fixed assets. Fixed assets will be capitalized if they have a useful life of one year or more following the date of acquisition.

5.1.4 Debt Policy

- a. Debt will only be incurred for financing capital assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current or budgeted resources. Debt will not be used for operational needs. Debt financing can include general obligation bonds, revenue bonds, certificates of participation, lease/purchase agreements, special obligation bonds, or any other financing instrument allowed under North Carolina law.

- b. The County will seek to structure debt and to determine the best type of financing for each financing need based on the flexibility needed to meet project needs, the timing of the project, taxpayer or rate payer equity, and the structure that will provide the lowest interest cost in the circumstances. The following guidelines will be used when structuring debt:
 - 1) Debt will be amortized on a level principal or level principal and interest basis, depending upon the specific nature of the financing.
 - 2) Maximum term of amortization of principal will be twenty-five years, twenty years for general obligation debt. Average life of outstanding debt will not exceed fifteen years.
 - 3) For general obligation debt, fifty percent of the total outstanding debt will be amortized in the first ten years of total debt outstanding.
 - 4) Fixed rate will be the predominant interest rate for County issuance. Variable rate debt will be considered on a case-by-case basis and will not exceed fifteen percent of total outstanding debt of the County. Issuance of variable rate debt will be undertaken after considering interest rate risk, ability to hedge risk in the annual budget, internal levels of fund balance, and other elements of interest rate risk management.
- c. Debt financing will be considered in conjunction with the County's CIP. Debt financing will also be considered in the Board's review of facility plans presented by the Board of Education.
- d. Upon Board approval of a capital project and a determination that the project will be financed through issuance of debt, The Board will increase the property tax rate in an amount equivalent to the additional annual operating costs and principal and interest payments in the upcoming fiscal year, if deemed necessary.
- e. The County will strive to maintain a high level of pay-as-you-go financing for its capital improvements.
- f. Debt Affordability
 - 1) The net debt of the County, as defined in G.S. 159-55, is statutorily limited to eight percent of the assessed valuation of the taxable property within the County. The County will utilize a self-imposed ceiling of 4%.

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- 2) Total General Fund debt service will not exceed the limits imposed by the LGC. As a guide, formulas established by the LGC and rating agencies will be monitored and appropriately applied by the County. Debt service as a percentage of the general fund budget will be targeted not to exceed 15%.
- g. The County will seek to structure debt in the best and most appropriate manner to be consistent with Asset – Liability Management policies.
- h. The County will seek to employ the best and most appropriate strategy to respond to a declining interest rate environment. That strategy may include, but does not have to be limited to, delaying the planned issuance of fixed rate debt, examining the potential for refunding of outstanding fixed rate debt, and the issuance of variable rate debt. The County will seek to employ the best and most appropriate strategy to respond to an increasing interest rate environment. That strategy may include, but does not have to be limited to, the issuance of variable rate debt (a historically lower interest cost), or any other methodology deemed appropriate.
- i. The County will monitor the municipal bond market for opportunities to obtain interest rate savings by refunding on a current or advance basis for outstanding debt. The estimation of net present value savings for a traditional fixed rate refunding should be, at a minimum, in the range of 2.5% to 3% of the refunded maturities before a refunding process begins.
- j. The County will strive for the highest possible bond ratings in order to minimize the County's interest costs.
- k. The County will normally obtain at least two ratings (Moody's and Standard & Poor's) for all publicly sold debt issues.
- l. While some form of outstanding debt exists, the County will strive to have a portion of that debt in the form of general obligation debt.
- m. The County will provide annual information updates to each of the debt rating agencies.
- n. The County will use the Annual Comprehensive Financial Report (the "ACFR") as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories, including the Electronic Municipal Market Access (EMMA). The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12. In addition to annual reporting disclosure,

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disclosure is also to be made within ten days of encountering a material event, such as a bond rating change or a bond call.

5.2 Cash Management and Investment Policy

5.2.1 Receipts

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

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

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

5.2.3 Investment Policy

a. Policy

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

b. Scope

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

c. Prudence

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

d. Authorized Staff

- 1) G.S. 159-25(a)6 delegates management responsibility for the investment program to the Finance Director. The Finance Director will establish and maintain procedures for the operation of the investment program that are consistent with this policy. Such procedures will include delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director will be responsible for all transactions undertaken and will establish and maintain a system of controls to regulate the activities of subordinates.

- 2) In the absence of the Finance Director and those to which he or she has delegated investment authority, the County Manager or his or her designee is authorized to execute investment activities.

e. Objectives

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

- 1) Safety

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

- 2) Liquidity

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

- 3) Yield

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

f. Ethics and Conflicts of Interest

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

g. Authorized Financial Dealers and Financial Institutions

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

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

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

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

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

- 1) Internal Control

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

2) Collateralization

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

3) Delivery and Custody

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

4) Authorized Investments

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

- 1) Obligations of the United States or obligations fully guaranteed as to both principal and interest by the United States.
- 2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Federal

Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the United States Postal Service.

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

B. Prohibited Forms of Investments

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

5) Diversification

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

6) Maximum Maturities

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

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

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

7) Selection of Securities

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

8) Responses to Changes in Short Term Interest Rates

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

ownership of treasury bills relative to that of treasury notes.

9) Performance Standards

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

10) Active Trading of Securities

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

11) Pooled Cash and Allocation of Interest Income

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

12) Market to Market

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

6.0 ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

6.1 General Policy

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

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

7.0 SWAP POLICY

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

(Adopted 2-2-08) (Finance Cmte; 3-3-11; Adopted 3-21-11) (Finance Cmte. 6-7-18; Adopted 6-18-18)(ARPA committee 1-11-22; Agenda Session 1-13-22; Adopted 1-18-22) (Special Mtg 3-17-22) (Agenda Session 6-8-23; Adopted 6-19-23)

<END>



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/13/2023

SUBJECT: FISCAL YEAR 2023 AUDIT CONTRACT AMENDMENT

BACKGROUND

During the June 8, 2023 Agenda Session meeting, the information below was provided to the commissioners.

The fiscal year 2023 Contract to Audit Accounts was approved by the Board of Commissioners on April 17, 2023. Within that agenda item memo, the following was stated:

In an effort to better control the timeliness of issuing the report and provide a cost savings, finance staff are scheduled to begin working toward implementation of report writing software that will enable the county to internally produce all schedules of the annual report moving forward. This report writing function has been contracted to Cherry Bekaert LLP at \$20,000 per year in the past and is not included in the attached FY2023 audit contract.

It is projected that the report writing project would take at least three months to complete during a timeframe when finance staff are not working on audit items. The current status is that the project has not yet started and the vendor has not yet provided potential dates to begin the project. Staff start working heavily on audit items around mid-August and workload increases substantially from then until audit presentation. It is no longer feasible that this project will be completed in time to write the FY2023 financial report internally and meet the Local Government Commission's reporting deadline.

Staff reached out to Cherry Bekaert to request their assistance. Cherry Bekaert now houses a separate division that focuses exclusively on Annual Comprehensive Financial Statement report writing. The additional contracted cost is \$27,500 as shown in the attached contract amendment. This additional amount was not included within the fiscal year 2024 requested/recommended budget. To address this, the cost increase could be included as an amendment to the recommended budget within the budget ordinance being considered for adoption by the Board of Commissioners.

After fiscal year 2023 audit and financial statement presentation, it is anticipated that the report writing project will either begin or resume to completion to be in place for the fiscal year 2024 audit.

Commissioners unanimously approved placing this item on the consent agenda of the June 19, 2023 meeting.

RECOMMENDATION / PROPOSED ACTION

Approval of the fiscal year 2023 Contract to Audit Accounts Amendment with Cherry Bekaert LLP which adds an additional \$27,500, bringing the contract total amount to \$155,250.

ATTACHMENTS:

Description

Type

FY2023 Audit Contract Amendment

Backup Material

Whereas	Primary Government Unit County of Cumberland, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) Cumberland County Tourism Development Authority
and	Auditor Cherry Bekaert LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/23	and originally to be submitted to the LGC on	Date 10/31/23
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hereby agree that it is now necessary that the contract be modified as follows.

☐ Modification to date submitted to LGC

Original date 10/31/23	Modified date
Original fee \$ 127,750.00	Modified fee \$ 155,250.00

☒ Modification to fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|--------------------------|--|
| <input checked="" type="radio"/> | <input type="checkbox"/> | Change in scope |
| <input type="radio"/> | <input type="checkbox"/> | Issue with unit staff/turnover |
| <input type="radio"/> | <input type="checkbox"/> | Issue with auditor staff/workload |
| <input type="radio"/> | <input type="checkbox"/> | Third-party financial statements not prepared by agreed-upon date |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have bank reconciliations complete for the audit period |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have information required for audit complete by the agreed-upon time |
| <input type="radio"/> | <input type="checkbox"/> | Delay in component unit reports |
| <input type="radio"/> | <input type="checkbox"/> | Software - implementation issue |
| <input type="radio"/> | <input type="checkbox"/> | Software - system failure |
| <input type="radio"/> | <input type="checkbox"/> | Software - ransomware/cyberattack |
| <input type="radio"/> | <input type="checkbox"/> | Natural or other disaster |
| <input type="radio"/> | <input type="checkbox"/> | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

N/A

Additional Information

Please provide any additional explanation or details regarding the contract modification.

The County is requesting that Cherry Bekaert write the FY 2023 Annual Comprehensive Financial Report (ACFR). County staff worked with their financial software vendor to set up training and a timeline for County staff to write the ACFR. That timeline would not permit the County to meet the ACFR due date of 10/31/23.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative* (typed or printed)	Signature* <i>April Adams</i>
Date*	Email Address

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE***ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT****(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

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

May 24, 2023

Ms. Vicki Evans, General Manager of Financial Services
County of Cumberland, North Carolina and Cumberland County Tourism Development
Authority
Post Office Drawer 1829
Fayetteville, North Carolina 28302

Dear Ms. Evans:

This letter serves as an addendum to our engagement letter dated March 31, 2023, which described the nature and scope of services we will provide related to the preparation of the financial statements of County of Cumberland, North Carolina and Cumberland County Tourism Development Authority (the "County and the TDA") as of and for the year ending June 30, 2023.

The nature and scope of services we will provide has changed from that described in the engagement letter referred to above. In addition to the services we were engaged to perform, we also plan to provide certain additional services for the County and the TDA in connection with this engagement.

Financial statement preparation

We will advise you about the application of appropriate accounting principles, and may propose adjusting journal entries to the County and the TDA's financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the County and the TDA's financial statements. If, while reviewing the journal entries, you determine that a journal entry is inappropriate, it will be your responsibility to contact us to correct it.

We will assist in the preparation of the County and the TDA's financial statements and disclosures, based on information in the County and the TDA's accounting records. However, the responsibility for the County and the TDA's financial statements and disclosures remains with you. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for issuance the draft financial statements prepared with our assistance.

Nonattest services and independence

All nonattest services to be provided shall be provided pursuant to the American Institute of Certified Public Accountants ("AICPA") Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described in this letter.

You agree to assume all management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, and experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, you are responsible for:

**County of Cumberland, North Carolina and Cumberland County Tourism
Development Authority**

May 24, 2023

Page 2

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with all applicable laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by you. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance matters, and of the facts and circumstances as provided by you. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Fees

The following summarizes the additional services that we will provide as well as our estimate of the related fees:

Service	Estimate of fee
Financial statements preparation	<u>\$27,500</u>
Total	<u>\$27,500</u>

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

**COUNTY OF CUMBERLAND, NORTH CAROLINA AND
CUMBERLAND COUNTY TOURISM DEVELOPMENT AUTHORITY**

ACCEPTED BY: _____

TITLE: _____ DATE: _____



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 6/5/2023

**SUBJECT: FY24 COMMUNITY TRANSPORTATION PROGRAM (CTP) SERVICE
CONTRACT EXTENSIONS**

BACKGROUND

The current service providers for the Community Transportation Program (CTP) are B&W Transporting, Inc., Famiks Transport Inc., and Chapmans Management Company, whose original contracts were approved by the BOCC on May 16, 2022; and Squared LLC, whose contract was approved at the June 20, 2022 BOC meeting.

The original Request for Proposals (RFP) included the option to extend contracts up to two years for service delivery. We are seeking board approval to extend each agreement for an additional year. All terms and conditions of the original contracts apply, including the dollar amounts and per trip rates. The new term will be from July 1, 2023, through June 30, 2024.

The Cumberland County Transportation Advisory Board (TAB) unanimously approved recommending extending the existing contracts for FY24 at their April 11, 2023, meeting.

A FY24 contract extensions spreadsheet is attached along with the 16 original contracts and proposed contract extensions.

At the June 8, 2023, Agenda Session, the Board of Commissioners approved placing this item on the Consent Agenda for the June 19, 2023 Board of Commissioners' Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the FY24 Community Transportation Program (CTP) Service Contract Extensions.

ATTACHMENTS:

Description	Type
FY24 Contract Extensions Spreadsheet	Backup Material
FY24 CTP Program Contractors Table	Backup Material
FY24 B&W AAA-G 2023023 Contract Ext	Backup Material
FY23 B&W - AAA-G Original Contract	Backup Material
FY24 B&W 5310 2023021 Contract Ext	Backup Material
FY23 B&W 5310 Original Contract	Backup Material
FY23 B&W AAA-M Original Contract	Backup Material
FY24 B&W AAAM #2023022 Contract Ext	Backup Material
FY24 B&W EMPL #2023024 Contract Ext	Backup Material
FY23 B&W - EMPL Original Contract	Backup Material
FY24 B&W RGP 2023025 Contract Ext	Backup Material
FY23 B&W RGP Original Contract	Backup Material
FY24 Chapmans AAAG 2023027 Contract Ext	Backup Material
FY 23 Chapmans AAA-G Original Contract	Backup Material
FY24 Chapmans EDTAP 2023509 Contract Ext	Backup Material
FY23 Chapmans - EDTAP Original Contract	Backup Material
FY24 Chapmans EMPL 2023029 Contract Ext	Backup Material
FY23 Chapmans Contract - EMPL Original Contract	Backup Material
FY24 Chapmans RGP 2023030 Contract Ext	Backup Material
FY23 Chapmans - RGP Original Contract	Backup Material
FY24 Chapmans 5310 2023026 Contract Ext	Backup Material
FY23 Chapmans 5310 Original Contract	Backup Material
FY24 FAMIKS 5310 2023031 Contract Ext	Backup Material
FY23 FAMIKS 5310 Original Contract	Backup Material
FY24 FAMIKS AAA-M 2023032 Contract Ext	Backup Material
FY23 FAMIKS - AAA-M Original Contract	Backup Material
FY24 FAMIKS EDTAP Pending Contract Amendment	Backup Material
FY23 FAMIKS EDTAP Original Contract	Backup Material
FY24 FAMIKS RGP 2023034 Contract Ext	Backup Material
FY23 FAMIKS - RGP Original Contract	Backup Material
FY23 Squared - AAA-M Original Contract	Backup Material
FY24 Squared AAA-M 2023409 Contract Ext	Backup Material
FY23 Squared Contract - EDTAP Original Contract	Backup Material
FY24 Squared EDTAP 2023410 Contract Ext	Backup Material

		Community Transportation Program Contractors			
Budget Allocation(s)	Grant Funding Source(s)	B & W Transporting, Incorporated	Famiks Transport, Incorporated	Chapmans Management Company	Squared LLC
\$209,096.00	AAA/Medical	\$66,870.00	\$100,198.00		\$42,028.00
\$60,875.00	AAA/General	\$49,872.00		\$11,003.00	
\$250,000.00	5310	\$100,000.00	\$100,000.00	\$50,000.00	
\$179,334.00	EDTAP		\$67,000.00	\$50,000.00	\$19,859.00
\$88,780.00	RGP	\$62,590.00	\$7,686.00	\$10,288.00	
\$84,349.00	EMPL	\$73,347.00		\$5,828.00	

		Community Transportation Program Contractors			
Budget Allocation(s)	Grant Funding Source(s)	B & W Transporting, Incorporated	Famiks Transport, Incorporated	Chapmans Management Company	Squared LLC
\$209,096.00	AAA/Medical	\$66,870.00	\$100,198.00		\$42,028.00
\$60,875.00	AAA/General	\$49,872.00		\$11,003.00	
\$250,000.00	5310	\$100,000.00	\$100,000.00	\$50,000.00	
\$179,334.00	EDTAP		\$67,000.00	\$50,000.00	\$19,859.00
\$88,780.00	RGP	\$62,590.00	\$7,686.00	\$10,288.00	
\$84,349.00	EMPL	\$73,347.00		\$5,828.00	

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AMENDMENT TO
CONTRACT 2023023

#1

This amendment to extend Contract 2023023 for AAA General funding by and between **B & W Transporting, Incorporated**. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed FORTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS, AND ZERO CENTS (\$49,872.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

B & W Transporting, Incorporated.

Barton Canaday
Title: PRESIDENT

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT

Walter W. W.
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES
BY: Cheryl 5/31/23
County Attorney's Office

CONTRACT # 2023023

THIS AGREEMENT, hereinafter known as the AAA GENERAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W Transporting, Incorporated. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access Mid-Carolina Area on Aging registered nutrition sites within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FORTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS AND ZERO CENTS (\$49,873.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$49,873.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect

against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Incorporated
Barbara Canady
President
PO Box 40404
Fayetteville, NC 28309
(910) 309-3819

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

B & W Transporting, Incorporated

Contract #: 2023023

Amount: \$ 49,873.00

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

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

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

ATTEST

Candice N. White
Candice White
Clerk



COUNTY OF CUMBERLAND

BY: Glenn Adams
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: [Signature]
Witness

B & W Transporting, Incorporated

BY: Barbara Canady
Barbara Canady
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/15/20
County Attorney's Office

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AMENDMENT TO
CONTRACT 2023021

#1
This amendment extends Contract 2023021 for Section 5310 funding by and between **B & W Transporting, Incorporated**. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

B & W Transporting, Incorporated.


Title: PRESIDENT

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY: 

County Attorney's Office

CONTRACT #2023021

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, INCORPORATED. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$100,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as

are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Incorporated
Barbara Canady
President
PO Box 40404
Fayetteville, NC 28309
(910) 309-3819

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of

transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

B & W Transporting, Incorporated

Contract #: 2023021

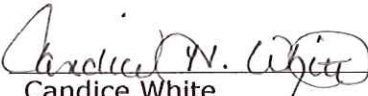
Amount: \$ 100,000.00

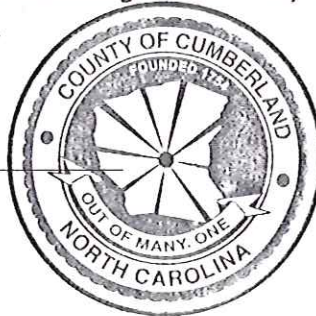
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

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

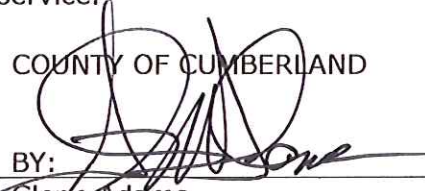
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate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

ATTEST


Candice White
Clerk



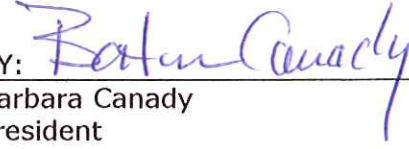
COUNTY OF CUMBERLAND

BY: 
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: 
Witness

B & W Transporting, Incorporated

BY: 
Barbara Canady
President

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

BY: 
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY:  8/15/22
County Attorney's Office

THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, INCORPORATED (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS AND ZERO CENTS (\$66,870.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$66,870.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as

authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins

providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Incorporated
Barbara Canady
President

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator

PO Box 40404
Fayetteville, NC 28309
(910) 309-3819

130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

B & W Transporting, Incorporated

Contract #: 2023022

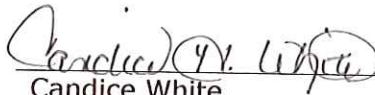
Amount: \$ 66,870.00

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

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

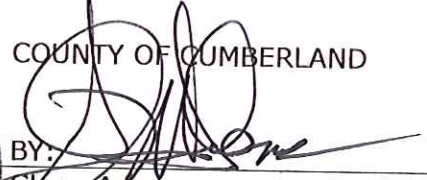
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate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

ATTEST


Candice White
Clerk



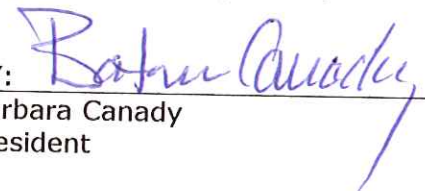
COUNTY OF CUMBERLAND

BY: 
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: 
Witness

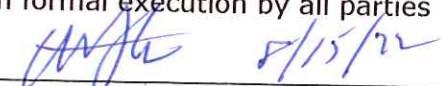
B & W Transporting, Incorporated

BY: 
Barbara Canady
President

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

BY: 
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY:  8/15/22
County Attorney's Office

AMENDMENT TO
CONTRACT 2023022

COUNTY OF CUMBERLAND

This amendment to extend Contract 2023022 for AAAM funding by and between **B&W TRANSPORTING, INCORPORATED**. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND ZERO CENTS. (\$66,870.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

B & W Transporting, Incorporated.

Title:

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT

Vicki Evans
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY:

County Attorney's Office

CONTRACT # 2023029

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AMENDMENT TO
CONTRACT 2023024

#2

This amendment to extend Contract 2023024 for EMPL funding by and between **B & W Transporting, Incorporated**. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023 the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed SEVENTY-THREE THOUSAND, THREE HUNDRED, FORTY-SEVEN DOLLARS, AND ZERO CENTS (\$73,347.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

B & W Transporting, Incorporated.

Kathleen Gaudin
Title: PRESIDENT

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT

Veronica Swann
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY:

CPH 5/31/23
County Attorney's Office

CONTRACT # 2023024

THIS AGREEMENT, hereinafter known as the EMPLOYMENT TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, INCORPORATED (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVENTY-THREE THOUSAND THREE HUNDRED AND FORTY-SEVEN DOLLARS AND ZERO CENTS (\$73,347.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$73,347.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

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14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

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All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation

Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

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B & W Transporting, Incorporated
Barbara Canady
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33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

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35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

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38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

B & W Transporting, Incorporated

Contract #: 2023024

Amount: \$ 73,347.00

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

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

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

ATTEST

Candice White
Candice White
Clerk



COUNTY OF CUMBERLAND

Glenn Adams
BY: Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: My ay
Witness

B & W Transporting, Incorporated

BY: Barbara Canady
Barbara Canady
President

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

BY: County Finance Director
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: 8/15/20
County Attorney's Office

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AMENDMENT TO
CONTRACT 2023025

This amendment to extend Contract 2023025 for RGP funding by and between **B & W Transporting, Incorporated**. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed SIXTY-TWO THOUSAND FIVE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$62,590.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

B & W Transporting, Incorporated.

Title: PRESIDENT

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT

Michaelmas
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY: 5/31/23

County Attorney's Office

CONTRACT # 2023025

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, INCORPORATED (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY TWO THOUSAND FIVE HUNDRED AND NINETY DOLLARS AND ZERO CENTS (\$62,590.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$62,590.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation

Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Incorporated
Barbara Canady
President

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
FISCAL YEAR 2023

PO Box 40404
Fayetteville, NC 28309
(910) 309-3819

130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

B & W Transporting, Incorporated

Contract #: 2023025

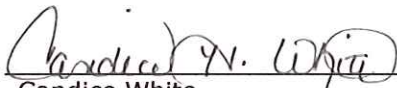
Amount: \$ 62,590.00

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

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

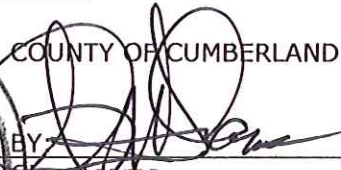
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate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

ATTEST

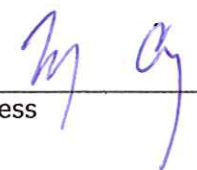

Candice White
Clerk



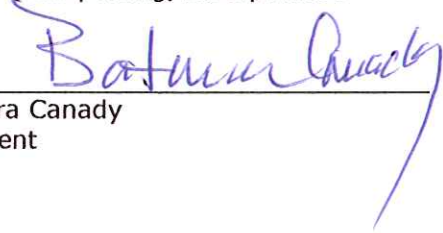
COUNTY OF CUMBERLAND


BY: Glen Adams
Chair, Board of Commissioners

ATTEST

BY: 
Witness

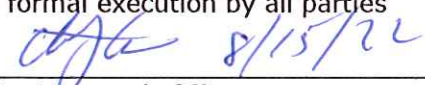
B & W Transporting, Incorporated

BY: 
Barbara Canady
President

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

BY: 
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY:  8/15/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023027

COUNTY OF CUMBERLAND

This amendment to extend Contract 2023027 for AAAG funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed ELEVEN THOUSAND THREE DOLLARS AND ZERO CENTS (\$11,003.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Chapmans Management Company

[Signature]
Title: Chairman

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT

[Signature]
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY UPON FORMAL EXECUTION BY ALL PARTIES
BY: <u><i>[Signature]</i> 5/31/23</u>
County Attorney's Office

CONTRACT # 2023027

THIS AGREEMENT, hereinafter known as the AAA GENERAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Chapmans Management Company. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access Mid-Carolina Area on Aging registered nutrition sites within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ELEVEN THOUSAND THREE DOLLARS AND ZERO CENTS (\$11,003.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$11,003.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

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15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect

against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

Chapmans Management Company
Barsheem Chapman
President
918 Hope Mills Road
Fayetteville, NC 28304
(910) 339-4987

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, CHAPMANS MANAGEMENT COMPANY PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Chapmans Management Company

Contract #: 2023027

Amount: \$ 11,003.00

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

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

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

ATTEST

Andrea Tebbe
Candice White Andrea Tebbe
Clerk Deputy Clerk



COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: _____
Witness

Chapmans Management Company

BY: [Signature]
Barsheem Chapman
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/17/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023509

COUNTY OF CUMBERLAND

#2

This amendment to extend Contract 2023509 for EDTAP funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:


1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Chapmans Management Company


Title: Chapman

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY: 

5/31/23
County Attorney's Office

CONTRACT # 2023509

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Chapmans Management Company (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$50,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

1. Preparation of tax scrolls and tax books or a combined record as required by N.C.G.S. §105-319;
 2. Adoption of the Order to Collect Taxes as required by N.C.G.S. § 105-321;
 3. Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 4. Listing, appraising and assessing of property as required by N.C.G.S., Chapter 105, Subchapter II, Article 22;
 5. Delivery of tax receipts to the Tax Administrator as required by N.C.G.S., § 105-352;
 6. Execution of settlements as required by N.C.G.S., §105-373.
- D. The Tax Administrator shall follow the tax collection and settlement procedures set forth in N.C.G.S. Chapter 105, Subchapter II (the Machinery Act) and the administrative and accounting practices of Cumberland County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General Statutes:
1. The Tax Administrator, county manager, and town manager or administrator may agree from time to time in writing as to how the Revenues collected for the Town under this agreement shall be remitted to the Town and about such other administrative matters as shall be necessary to effectuate this agreement. That understanding may be amended in writing from time to time as technological advancements are made. The County shall be responsible for the safeguarding of all Revenues collected on behalf of the Town until such time as said Revenues are remitted to and received by the Town.
 2. Records maintained by the Tax Administrator shall show separately the amount collected on behalf of each taxing unit and such records shall be available for inspection at any time to the City, either in written or digital form, as may be available.
 3. The Tax Administrator shall prepare and mail one Consolidated Tax Bill per parcel for each parcel on which both County and Town taxes are owed, detailing all County and Town taxes, and fees authorized to be collected with property taxes, due. In the event of a partial payment on such a Consolidated Tax Bill, where the taxpayer has not specifically designated how payment is to be applied, the amount of such payment shall first be applied in satisfaction of the taxes owed with the amount to be applied pro rata to each taxing unit's share of

subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

Chapmans Management Company
Barsheem Chapman

Community Transportation Program
Ifetayo Farrakhan

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
FISCAL YEAR 2023

Contract Signature Page

Chapmans Management Company

Contract #: 2023509

Amount: \$ 50,000.00

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

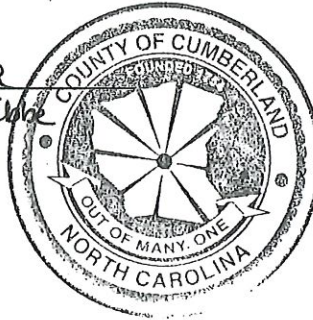
E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

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

ATTEST

COUNTY OF CUMBERLAND

Andrea Teske
~~Gandee White~~ Clerk



Dr. Toni Stewart
Dr. Toni Stewart, Board Chairman

ATTEST

CHAPMANS MANAGEMENT COMPANY

BY: _____
Witness

BY: Barsheem Chapman
Barsheem Chapman
President

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

BY: Vicki Evans
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: 4/24/23
County Attorney's Office

Approved by BOC
4/17/23

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023029

COUNTY OF CUMBERLAND

#2

This amendment to extend Contract 2023029 for EMPL funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

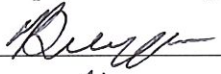
1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed FIVE THOUSAND EIGHT HUNDRED AND TWENTY-EIGHT DOLLARS AND ZERO CENTS (\$5,828.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Chapmans Management Company


Title: Chairman


County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY:  5/31/23
County Attorney's Office

CONTRACT # 2023029

THIS AGREEMENT, hereinafter known as the EMPLOYMENT TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and CHAPMANS MANAGEMENT COMPANY (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIVE THOUSAND EIGHT HUNDRED AND TWENTY-EIGHT DOLLARS AND ZERO CENTS (\$5,828.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$5,828.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

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27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

Chapmans Management Company
Barsheem Chapman
President
918 Hope Mills Road
Fayetteville, NC 28304
(910) 339-4987

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, CHAPMANS MANAGEMENT COMPANY PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Chapmans Management Company

Contract #: 2023029

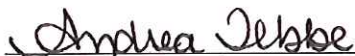
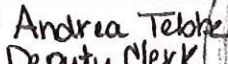
Amount: \$ 5,828.00

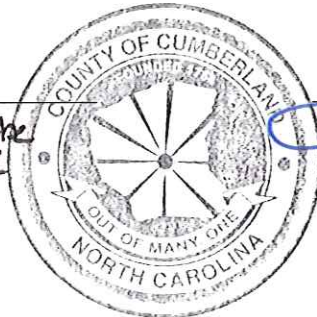
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

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

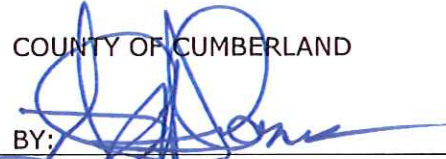
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate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

ATTEST


Candice White
Clerk

Andrea Tebbe
Deputy Clerk




COUNTY OF CUMBERLAND


BY: Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: _____
Witness

Chapmans Management Company


BY: Barsheem Chapman
President

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


BY: _____
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties


BY: 8/17/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023030

COUNTY OF CUMBERLAND

#1

This amendment to extend Contract 2023030 for RGP funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

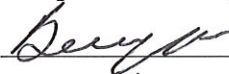
1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023 to June 30, 2024, shall not exceed TEN THOUSAND TWO HUNDRED AND EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$10,288.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Chapmans Management Company


Title: Chairman

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY: 
County Attorney's Office

CONTRACT # 2023030

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and CHAPMANS MANAGEMENT COMPANY (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed TEN THOUSAND TWO HUNDRED AND EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$10,288.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$10,288.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

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Chapmans Management Company
Barsheem Chapman
President
918 Hope Mills Road
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Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
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Contract Signature Page

Chapmans Management Company

Contract #: 2023030

Amount: \$ 10,288.00

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ATTEST

Andrea Tebbe
Candice White
Clerk
Andrea Tebbe
Deputy Clerk



COUNTY OF CUMBERLAND

BY: [Signature]
Glen Adams
Chair, Board of Commissioners

ATTEST

BY: _____
Witness

Chapmans Management Company

BY: [Signature]
Barsheem Chapman
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/17/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023026

COUNTY OF CUMBERLAND

#2

This amendment to extend Contract 2023026 for Section 5310 funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

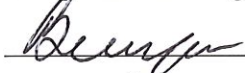
1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Chapmans Management Company



Title: Chairman

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES
BY:  5/31/23
County Attorney's Office

CONTRACT #2023026

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and CHAPMANS MANAGEMENT COMPANY . (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$50,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as

are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

Chapmans Management Company
Barsheem Chapman
President
918 Hope Mills Road
Fayetteville, NC 28304
(910) 339-4987

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of

transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, CHAPMANS MANAGEMENT COMPANY PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Chapmans Management Company

Contract #: 2023026

Amount: \$ 50,000.00

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

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

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

ATTEST

Andrea Tebbe
Gandice White
Clerk
Deputy Clerk



COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY:
Witness

Chapmans Management Company

BY: [Signature]
Barsheem Chapman
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/17/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023031

COUNTY OF CUMBERLAND

#2

This amendment to extend Contract 2023031 for 5310 funding by and between **Famiks Transport, Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st of July 2023.

Famiks Transport, Inc.

E. Sankar
Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT

W. Williams
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY: MAH 5/31/23
County Attorney's Office

CONTRACT # 2023031

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS TRANSPORT, INC. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY FOUR DOLLARS and ZERO CENTS (\$34.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$100,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
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5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

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If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

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11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

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14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

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16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

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- | | |
|--------------------------------------|-------------------------------------|
| - First Aid Training and CPR | - Drug & Alcohol Training |
| - OSHA Bloodborne Pathogens Training | - ADA Equipment and Safety Training |
| - ADA Sensitivity Training | - Defensive Driving Training |

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

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22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as

are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

FAMIKS Transport, Inc.
Ebou Sankareh
President
119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of

transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

FAMIKS Transport, Inc.

Contract #: 2023031

Amount: \$ 100,000.00

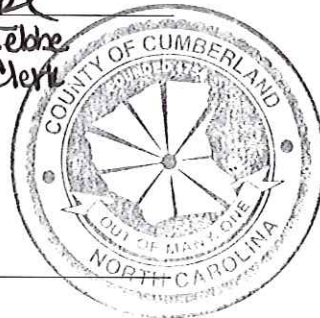
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

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

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

ATTEST

Andrea Tebbe
Candice White
Clerk
Deputy Clerk



ATTEST

BY: Kbah
Witness

COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

FAMIKS Transport, Inc.

BY: [Signature]
Ebou Sankareh
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/16/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023032

COUNTY OF CUMBERLAND

#2

This amendment to extend Contract 2023032 for AAA Medical funding by and between **Famiks Transport, Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed ONE HUNDRED THOUSAND ONE HUNDRED AND NINETY-EIGHT DOLLARS AND ZERO CENTS (\$100,198.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Famiks Transport, Inc.

E. Sander
Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT

W. Evans
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY:

5/31/23

County Attorney's Office

CONTRACT # 2023032

THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-FOUR DOLLARS and ZERO CENTS (\$34.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED THOUSAND ONE HUNDRED AND NINETY-EIGHT DOLLARS AND ZERO CENTS (\$100,198.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$100,198.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips

one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- | | |
|--------------------------------------|-------------------------------------|
| - First Aid Training and CPR | - Drug & Alcohol Training |
| - OSHA Bloodborne Pathogens Training | - ADA Equipment and Safety Training |
| - ADA Sensitivity Training | - Defensive Driving Training |

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the

state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

FAMIKS Transport, Inc.
Ebou Sankareh
President
119 Harvest Lane

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street

Raeford, NC 28376
(910) 322-1427

Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

FAMIKS Transport, Inc.

Contract #: 2023032

Amount: \$ 100,198.00

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

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

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


ATTEST


Candice White
Clerk

Andrea Tebbe
Deputy Clerk



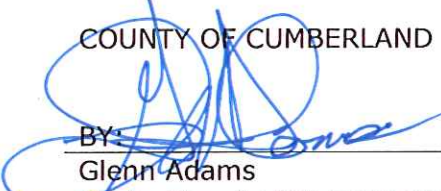
ATTEST

BY: 
Witness


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

BY: 
County Finance Director

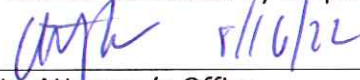
COUNTY OF CUMBERLAND

BY: 
Glenn Adams
Chair, Board of Commissioners

FAMIKS Transport, Inc.

BY: 
Ebou Sankareh
President

Approved for Legal Sufficiency
upon formal execution by all parties

BY:  5/16/22
County Attorney's Office

AMENDMENT TO
CONTRACT 2023033

This amendment to extend Contract 2023033 for EDTAP funding by and between **Famiks Transport Inc.** (“CONTRACTOR”) and County of Cumberland (“COUNTY”).

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed SIXTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$67,000.00) as approved by the Cumberland County Transportation Advisory Board.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

Famiks Transport Inc.

Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Famiks Transport, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-FOUR DOLLARS and ZERO CENTS (\$34.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$67,000.00) as approved by the Cumberland County Transportation Advisory Board.. VENDOR is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$67,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the appropriate AGENCY and/or the Transportation Program Coordinator. AGENCIES will notify VENDOR of reservations for demand-response trips and changes to

subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

Famiks Transport, Inc.
Ebou Sankareh

Community Transportation Program
Ifetayo Farrakhan

President
119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2023033

Amount: \$ 67,000.00

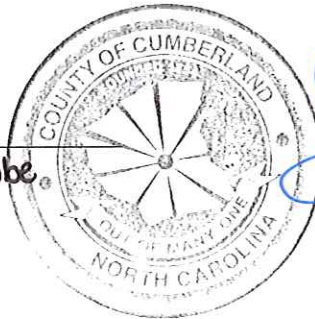
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

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

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

ATTEST

Andrea Tebbe
Candice White
Clerk Deputy Clerk



COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: [Signature]
Witness

FAMIKS TRANSPORT, INC.

BY: [Signature]
Ebou Sankareh
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/16/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023034

COUNTY OF CUMBERLAND

This amendment to extend Contract 2023034 for RGP funding by and between **Famiks Transport, Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed SEVEN THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS (\$7,686.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 1st day of July 2023.

Famiks Transport, Inc.

E. Santorci
Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON
TROL ACT

William Swann
FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY: CMH 5/31/23

County Attorney's Office

CONTRACT # 2023034

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-FOUR DOLLARS and ZERO CENTS (\$34.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY-SIX DOLLARS AND ZERO CENTS (\$7,686.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$7,686.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

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8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

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Ebou Sankareh
President
119 Harvest Lane
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Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
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38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2023034

Amount: \$ 7,686

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

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

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

ATTEST

Andrea Tebbe
Candice White Andrea Tebbe
Clerk Deputy Clerk

COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: [Signature]
Witness



FAMIKS TRANSPORT, INC.

BY: [Signature]
Ebou Sankareh
President

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/16/22
County Attorney's Office

THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and SQUARED LLC (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-THREE DOLLARS and ZERO CENTS (\$33.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FORTY-TWO THOUSAND TWENTY-SEVEN DOLLARS AND ZERO CENTS (\$42,027.00). VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$42,027.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips

one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the

state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

SQUARED LLC
Daniel Garrett
Chief Executive Officer
1421 Deal Street

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
FISCAL YEAR 2023

Fayetteville, NC 28306
(910) 429-4052

Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, SQUARED LLC PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

SQUARED LLC

Contract #: 2023409

Amount: \$ 42,027.00

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

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

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

ATTEST

COUNTY OF CUMBERLAND

Andrea K. Sebke
Candice White
Clerk

BY: Toni Stewart
Dr. Toni Stewart
Chair, Board of Commissioners

ATTEST

SQUARED LLC

BY:

Witness

BY:

Daniel Garrett
Daniel Garrett
Chief Executive Officer

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

BY: Wicki Evans
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: 1/25/2023
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023409

COUNTY OF CUMBERLAND

#1

This amendment to extend Contract 2023409 for AAA Medical funding by and between **SQUARED, LLC**. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed FORTY-TWO THOUSAND TWENTY-EIGHT DOLLARS AND ZERO CENTS. (\$42,028.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

SQUARED, LLC.



Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY:  5/31/23
County Attorney's Office

CONTRACT # 2023409

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Squared LLC (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-THREE DOLLARS and ZERO CENTS (\$33.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed NINETEEN THOUSAND EIGHT HUNDRED AND FIFTY-NINE DOLLARS AND ZERO CENTS (\$19,859.00). VENDOR is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$19,859.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the appropriate AGENCY and/or the Transportation Program Coordinator. AGENCIES will notify VENDOR of reservations for demand-response trips and changes to

subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- | | |
|--------------------------------------|-------------------------------------|
| - First Aid Training and CPR | - Drug & Alcohol Training |
| - OSHA Bloodborne Pathogens Training | - ADA Equipment and Safety Training |
| - ADA Sensitivity Training | - Defensive Driving Training |

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR' name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
FISCAL YEAR 2023

SQUARED LLC
Daniel Garrett
Chief Executive Officer
1421 Deal Street
Fayetteville, NC 28306
(910) 429-4052

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, SQUARED LLC TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Squared LLC

Contract #: 2023410

Amount: \$ 19,859.00

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

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

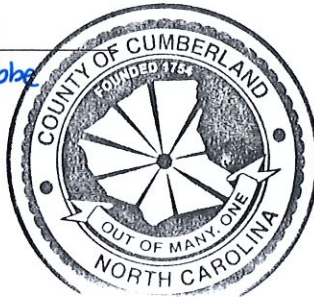
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate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

ATTEST

COUNTY OF CUMBERLAND

Andrea K. Tebbe
~~Candice White~~
Clerk

BY: Toni Stewart
Dr. Toni Stewart
Chair, Board of Commissioners



ATTEST

SQUARED LLC

BY:
Witness

BY: [Signature]
Daniel Garrett
Chief Executive Officer

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

BY: Wickie Evans
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 1/25/2023
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023410

COUNTY OF CUMBERLAND

#1

This amendment to extend Contract 2023410 for EDTAP funding by and between **SQUARED, LLC.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional one-year term, to June 30, 2024.
2. Effective July 1, 2023, the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023, to June 30, 2024, shall not exceed NINETEEN THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND ZERO CENTS. (\$19,859.00) as approved by the Cumberland County Transportation Advisory Board.

Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 1st day of July 2023.

SQUARED, LLC.


Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT


FINANCIAL DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES

BY:  5/31/23

County Attorney's Office

CONTRACT # 2023410



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/9/2023

SUBJECT: BID AWARD FOR CORPORATION DRIVE OUTFALL PROJECT

BACKGROUND

On March 15, 2023, the County solicited bids for the Phase I – Construction of the first half of the Corporation Drive Sanitary Sewer Outfall project. The bidding period closed on April 20, 2023, with the County receiving five qualifying bids. Jymco Construction Company was determined to be the lowest responsive, responsible bidder.

The project Invitation for Bid Proposals is attached and provides the length of pipe being installed as well as some of the other material quantities associated with the project. Also, attached is the low bidder's bid and the certified bid tabulation for reference.

Based on the parcel areas and projections of gravity sewer lines from the proposed Corporation Drive Outfall Phase 1 alignment, approximately 180 acres of predominately industrially zoned land adjacent to the Cumberland Industrial Center can be served by the installation of the sewer outfall. Sewer line connections would be required from the outfall line to serve the various parcels, but there would now be gravity sewer within a reasonable distance to these tracts of land.

The project is funded by a grant from the North Carolina Department of Commerce.

This item was presented at the June 8, 2023, Board of Commissioners Agenda Session and was moved forward to the June 19, 2023, Regular Meeting as a Consent Agenda item.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following actions:

1. Award of bid for Phase I of the Corporation Drive Sanitary Sewer Outfall project to Jymco Construction Company as the lowest responsive, responsible bidder.
2. Authorize the Chairwoman to execute the contract once it completes Finance audit and legal sufficiency.

ATTACHMENTS:

Description	Type
Project Bid Tab	Backup Material
Invitation for Bid Proposals	Backup Material

**CORPORATION DRIVE SANITARY SEWER OUTFALL
PHASE 1
CUMBERLAND COUNTY**

Bids opened Thursday, April 20, 2023 at 10:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>TOTAL BID</u>
<u>Jymco Construction Company</u>	<u>76371</u>	<u>\$1,616,318.00</u>
<u>ES&J Interprises, Inc.</u>	<u>28994</u>	<u>\$1,813,222.00</u>
<u>Autry Grading, Inc.</u>	<u>11604</u>	<u>\$1,865,731.15</u>
<u>Dellinger, Inc.</u>	<u>5992</u>	<u>\$1,910,078.50</u>
<u>TA Loving Company</u>	<u>325</u>	<u>\$2,365,850.00</u>

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.

James M. Kizer, Jr., PE No. 20680

INVITATION FOR PROPOSALS

CORPORATION DRIVE OUTFALL, PHASE 1

March 15, 2023

Cumberland County, North Carolina

Pursuant to Section 143-131 of the General Statutes of North Carolina, sealed proposals are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at anytime before 10:00 a.m. on Thursday, April 20, 2023 and then publicly opened in the Office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Phase I – Construction of the first half of the Corporation Drive Sanitary Sewer Outfall project to include 3635 LF – 15” SDR 26 PVC, 1675 LF – 16” DIP SS, 80 LF – Bore & Jack 16” RJDIP SS with 30” Steel Casing, 10LF – 16” RJDIP SS, 16 – 48” Manholes, 1 – 60” Manhole, clearing, grubbing, traffic control, sanitary sewer installation, restoration of disturbed areas, erosion control, and all incidentals and appurtenant accessories.

A pre-bid conference will be held in Cumberland County Engineering & Infrastructure Department in the Historic Courthouse on Thursday, April 13, 2023 at 10:00 a.m. The Engineer encourages all questions to be submitted before the conference such that adequate responses may be provided. Individual telephone responses are discouraged. Some questions will be fielded at the pre-bid conference and all prospective bidders are encouraged to attend. The Engineer assumes no responsibility to fully inform absentees of clarifications not issued by addendum. A site visit will be conducted immediately following the conference, if desired.

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine Walker, Engineering and Infrastructure Director, Cumberland County, 130 Gillespie Street, Fayetteville, North Carolina 28301. The outside of the envelope must be marked "CORPORATION DRIVE OUTFALL, PHASE 1" and shall indicate the name, address and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

Each proposal shall be accompanied by a cash deposit or certified check drawn on some bank or trust company insured by Federal Deposit Insurance Corporation, of an amount equal to not less than 5 percent of the proposal or in lieu thereof a bidder may offer a bid bond of 5 percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or given to satisfactory surety as required by law.

Performance and Payment Bonds are required in the amount of 100% of the contract amount and shall be furnished by the Contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be

observed in receiving, reading, and awarding of contracts. All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

Note: The Bidder shall identify on its Bid Proposal the minority business participation it will use on the project (*Identification of Minority Business Participation*) form and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for Public Utilities (H) or Unclassified Contractor with Limited as *required by the NC General Contractors Licensing Board under G.S. 87-1.*

Note: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

All Contractors are notified that North Carolina Documents are open to public inspection at the Cumberland County Engineering & Infrastructure Department's Office, 130 Gillespie Street, Fayetteville, North Carolina and in the office of Moorman, Kizer & Reitzel, Inc. Plans and specifications including Contract Documents are available on request from Moorman, Kizer & Reitzel, Inc., 115 Broadfoot Avenue, Post Office Box 53774, Fayetteville, North Carolina 28305. Contractors must submit a \$150.00 deposit which will be fully refunded to all Contractors submitting a bona-fide proposal provided plans and specifications are returned in good condition within five (5) days after receiving bids. Contractors who do not submit a bid or equipment and material suppliers returning the plans and specifications in usable condition will be refunded one-half of their deposit. Checks are to be made out to Moorman, Kizer & Reitzel, Inc.

The County of Cumberland reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply fully with the requirements of G.S. Section 143-129, as amended.

No bids may be written after the scheduled closing time for the receipt of proposals for a period of sixty (60) days.

CUMBERLAND COUNTY, NORTH CAROLINA

Jermaine Walker
Engineering & Infrastructure Director



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/9/2023

**SUBJECT: BID AWARD FOR LAW ENFORCEMENT CENTER AND HISTORIC
COURTHOUSE SWITCHGEAR PROJECTS**

BACKGROUND

On March 13, 2023, Cumberland County advertised for bids for the Cumberland County Law Enforcement Center and Historic Courthouse Electrical Service Equipment Replacement. The bid period closed on April 13, 2023, with only two responsive bidders. On May 9, 2023, Addendum 1 was published, effectively readvertising the request for bidders with the new bid period closing on May 17, 2023. During the second solicitation, the County received sealed bids from three responsive bidders.

Nationwide Electrical Services, Incorporated, was determined to be the lowest responsive, responsible bidder with a base bid of \$208,900 for the Law Enforcement Center switchgear and the Alternate of \$102,000 for the Historic Courthouse switchgear.

Funding for both projects was included in the FY23 Capital Improvements Program and there is sufficient funding to complete the projects.

This item was presented at the June 8, 2023, Board of Commissioners Agenda Session and was moved forward to the June 19, 2023, Regular Meeting as a Consent Agenda item.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following actions:

1. Award of bid for the Cumberland County Law Enforcement Center and Historic Courthouse Electrical Service Equipment Replacement project to Nationwide Electrical Services, Incorporated.

2. Authorize the Chairwoman to execute the contract once it completes Finance audit and legal sufficiency.

ATTACHMENTS:

Description	Type
Project Bid Re-Solicitation	Backup Material
Addendum 1	Backup Material
Project Bid Tab	Backup Material

RE-ADVERTISEMENT FOR BIDS

Sealed proposals will be received until **10:00 a.m. May 17, 2023** in the Cumberland County Engineering Department located in the Historic Courthouse: 130 Gillespie Street, Suite 214, Fayetteville, NC 28301 at which time bids will be publicly opened and read aloud for the **Cumberland County Law Enforcement Center and Historic Courthouse Electrical Service Equipment Replacement**. The project will be completed in 2024.

A Mandatory Pre-Bid Conference (for those who did not attend the prior pre-bid conference) will be held at **9:30 a.m. on May 3, 2023**. Contractors interested in bidding shall attend, conference to convene in the **Historic Cumberland Courthouse**, 130 Gillespie Street, Suite 214, Fayetteville, North Carolina 28301.

The designer will issue complete Bid Documents electronically. Contact The Wooten Company, 120 N. Boylan Ave., Raleigh, North Carolina 27603 for complete bidding requirements. Contact Katrina Perry kperry@thewootencompany.com

Bid Bond is required. Certain MBE guidelines must be followed.

Complete Plans and Specifications will be made available to the following online plan rooms:

Construct Connect: content@constructconnect.com

Construction Journal: bids@constructionjournal.com

Dodge Data & Analytics: dodge.doc@construction.com

Single prime bids will be accepted in accordance with G.S. 143-128.

Requirements for bidding this project are as follows:

1. Three references from previously satisfied commercial customers.
2. **Furnish NC License Number** (G.S. Chapter 87 establishes licensing requirements for general, plumbing, heating, electrical, and refrigeration contractors for construction projects costing \$30,000 or more).
3. Insurance - The Contractor shall provide, as required by law, insurance for his employees. Cumberland County assumes no liability for injuries or accidents related to the Contractual Agreement. The Contractor shall furnish a certificate to the Owner (Cumberland County) as a Proof of Coverage. The Contractor shall maintain and pay the Insurance Coverage, which shall not be less than the following:
4.

A. Workman's Compensation	Statutory
Employers Liability	\$1,000,000
Owner/Officer must be included in coverage	
B. General Liability (per person/per occurrence):	
1. Bodily and Personal Liability	\$1,000,000/\$2,000,000
2. Property Damage	\$1,000,000/\$2,000,000 Aggregate
C. Automobile Liability (per person/per occurrence)	
1. Bodily Injury	\$1,000,000
2. Property Damage:	\$1,000,000 Aggregate
D. Builder's Risk or Installation Floater	Contract Amount*
E. Excess Liability Coverage of	\$5,000,000
5. Recruitment of minority business participation in accordance with G.S. 143-128.

The Owner reserves the right to reject any and all proposals.

Jermaine Walker, Cumberland County Engineering
Cumberland County
130 Gillespie Street, Suite 214
Fayetteville, NC 28301

The Wooten Company

120 North Boylan Avenue
Raleigh, North Carolina 27603
919-828-0531



SWITCHBOARD REPLACEMENT for the LAW ENFORCEMENT CENTER AND HISTORIC COURTHOUSE in CUMBERLAND COUNTY

**TWC PROJECT # 2877-I
CUMBERLAND COUNTY
FAYETTEVILLE, NORTH CAROLINA**

SUBJECT: ADDENDUM NO. 01

05/09/2023

To the Plans and Specifications for:
Switchboard Replacement for the Law Enforcement Center and Historic Courthouse
Cumberland County
Fayetteville, N.C.

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

A. Bidding Requirements

1. Due to the requirement to re-bid the Project, those attending either of the Pre-Bid Conferences held on 04/04/2023 or 05/03/2023 satisfy the requirement for mandatory attendance.
2. Work in the Law Enforcement Center will be Base Bid, and work in the Historic Courthouse will be under provisions of an Alternate Bid item.

B. Contracting Requirements

1. Pre-Bid Meeting Minutes attached.

C. Technical Specification

1. N/A

D. Drawings

1. Sheet E102. Revise 70A breaker LEC MDP-4 for "ELEV #2" to be shunt trip type. Circuit to activate shunt trip function will be provided by Owner in future.
2. Sheet E202. Revise 400A breaker HCH MDP-14 for "ELEV #2" to be shunt trip type. Circuit to activate shunt trip function will be provided by Owner in future.

E. General Discussion

1. Work in the Law Enforcement Center will occur with the Owner maintaining partial occupancy during the Work. The existing stand-by generators will operate during utility power interruptions. The Owner will arrange for fuel and monitoring of the generators during the outage.
2. The Owner will not occupy the Historic Courthouse while the Work is in progress.
3. The Owner is flexible regarding the timing of the actual Work requiring power interruptions and will coordinate with the Contractor to schedule interruptions to the mutual benefit of all parties. It is anticipated that Work in the two facilities will occur at different times.

Bids will be received until 10:00 am, May 17, 2023

FOR THE OWNER
THE WOOTEN COMPANY



BY

Robert E. Egan, P.E.

Attachement

END OF DOCUMENT

The Wooten Company

120 North Boylan Avenue
Raleigh, North Carolina 27603
919-828-0531
919-834-3589



MINUTES FOR PRE-BID CONFERENCEs SWITCHBOARD REPLACEMENT LAW ENFORCEMTN CENTER AND HISTORIC COOOURTHOUSE CUMBERLAND COUNTY TWC PROJECT # 2877-I

APRIL 4, 2023, and May 3, 2023

1. Bid Date: **April 13 @ 10:00 AM - May 17 @ 10:00 AM**
2. Contract Overview
 - A. Owner is the Cumberland County.
 - B. Project covers replacing service entrance equipment at the Law Enforcement Center and the Historic Courthouse.
 - C. Contractor shall coordinate with Owner for schedule of the actual work.
3. Minority Participation Goals: Bidders are encouraged to make positive efforts to utilize minority businesses.
4. Basis of Bid
 - A. Bid Form describes the basis of bid.
5. Submittal of Bid: Submit the following with the Bid Form. Review Section Instructions to Bidders carefully to ensure all requirements are being satisfied with bid submission.
 - A. Acknowledgement of any Addenda
 - B. Bid Security (5%)
 - C. E-Verify Affidavit-Form needs to be included regardless if your firm has less than 25 employees.
6. Contract Times
 - A. Contract Final Completion – To be provided by the bidder
 - B. Liquidated Damages
 - a. \$500 / Day for Final Completion
7. The pre-bid conference is mandatory.
8. The pre-bid meeting summary will be issued along with attendance list in bid addenda. (see attached sign in sheet)

9. Questions regarding this contract may be emailed.
Email address is BEgan@thewootencompany.com
A. All questions will be answered in an addendum issued to all plan holders.
10. To request copies of the bid documents, email Katrina Perry. E-mail Address is
KPerry@thewootencompany.com
11. Documents will all be electronically transmitted. RFIs, ASIs, COs, etc..
12. O&Ms – Owner will want two (2) bound paper copies, each with a electronic copy on a flash drive.

Cumberland County – Switchboard Replacement Law Enforcement Center and Historic Courthouse



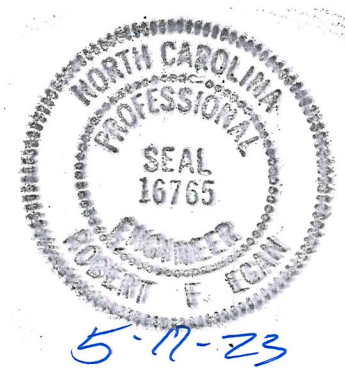
Bid Opening Tuesday, May 17, 2023, the stroke of 10:00 p.m.

TWC No. 2877-I

Contractor	License #	Add #1	Bid Bond	Base Bid	Alternate (\$)	Remarks
LJ. Electrical Company	U. 29917	✓	5%	\$252,575.00	\$166,450.00	
Nationwide Electrical Services, Inc.	U. 15521		5%	\$208,900.00	\$102,000.00	Apparent Low Bidder
JL Britt Electric, Inc.	U.4648	✓	5%	\$281,000.00	\$274,000.00	

This is to certify that the bids tabulated herein were opened, read aloud by the Owner, and observed by the Contractors, at **10:00 a.m.** on the **17th** day of **May 2023** at the **Office of Cumberland County Engineering Department, in the City of Fayetteville, NC, 130 Gillespie Street, Suite 214 Fayetteville, NC, 28301.**

Bob Egan, PE
The Wooten Company





SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES

DATE: 6/9/2023

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES

BACKGROUND

Ann Street landfill will be out of capacity in 2030. The course of action is to construct a transfer station and divert solid waste now while the landfill is being mined. A Request for Proposals was issued to solicit proposals from firms for hauling and disposal. Proposals were received from Waste Management, Republic Services, Waste Connections, and Green for Life Environmental (GFL). All proposals were from qualified vendors with permitted disposal facilities. Three of the contractors provided costs for disposal only. GFL provided a cost for disposal and transport.

All Firms were invited to interview with a panel of County staff. Interviews were conducted on May 26, 2023. During the interview, each contractor provided the location of the facility that they would use for disposal. All the facilities were more than 80 miles one way with the exception of the GFL facility. Although Republic Services offered the lowest disposal price, it was determined that GFL offered the best proposal with the inclusion of both hauling and disposal services and the consideration of distance to the receiving landfills. The proposal included the cost of \$20 per ton for hauling and \$25 per ton for disposal at their facility in Sampson County.

RECOMMENDATION / PROPOSED ACTION

At the June 8, 2023 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below as a consent item on the June 19, 2023 Board of Commissioners' Meeting:

1. Accept the proposal for the Solid Waste Transfer, Transport, and Disposal Services from Green for Life Environmental.

2. Grant permission to enter negotiations for a detailed scope of work for hauling and disposal of solid waste to the GFL facility in Sampson County and prepare the contract for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

Bid Summary

Backup Material



Bid Opening - Bid Tab Summary

RFP# 23-18-SW REQUEST FOR PROPOSAL FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES FOR CUMBERLAND COUNTY

Proposal Due Date: February 27, 2023 at 2:00 PM - Revised Due Date: March 31, 2023 at 2:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	Transfer Pricing	MSW Transport Proposed Pricing	MSW Disposal Proposed Pricing
Waste Management	3/27/23	10:27 AM	✓	No bid	No bid	\$24.00 per ton
Republic Services	3/29/23	3:15 PM	✓	No bid	No bid	\$23.00 per ton
Waste Connections	3/30/23	10:58 AM	✓	No bid	No bid	\$30.00 per ton
Green For Life Environmental	3/30/23	2:12 PM	✓	No bid	\$20.00 per ton	\$25.00 per ton



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/8/2023

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR TRANSFER STATION CONSTRUCTION

BACKGROUND

Ann Street Landfill will be out of capacity in 2030. The course of action includes the transfer of waste while mining the balefill. The Design Build approach is proposed for the delivery of the transfer station construction. A Request for Qualifications was issued and publicly advertised for Design Build Services.

Responses were received from three Design Build Teams: TA Loving/WithersRavenel, Inc.; Samet Corporation/Smith Gardner, Inc.; and Harrod and Associates Constructors, Inc./W.S. Architects. The Statements of Qualifications were reviewed and scored by a selection committee. TA Loving Company, Inc. was determined to be the best qualified responder.

RECOMMENDATION / PROPOSED ACTION

At the June 8, 2023 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below as a consent item on the June 19, 2023 Board of Commissioners' Meeting:

1. Accept the selection of TA Loving Company for the construction of the Transfer Station using the Design Build method for delivery.
2. Negotiate the scope of work for a contract that includes Phase 1 Design Services and an Early Bid Package not to exceed \$975,000.

ATTACHMENTS:

Description	Type
Summary Evaluation Sheet Transfer Station Design Build	Backup Material

Cumberland County, North Carolina
Review of Statements of Qualifications for Ann Street Landfill Transfer Station Design-Builder
Summary of Scores from 5 Evaluators

	Total Scores out of 100					Ranking
	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	
Desing-Build Team						
Samet-Smith Gardner	85	79	70	96	78	2
TA Loving Withers Ravenel	90	80	70	94	92	1
Harrod	80	75	65	50	75	3



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/8/2023

SUBJECT: BID AWARD FOR 2023 LANDFILL GAS SYSTEM EXPANSION FOR CELL 9

BACKGROUND

The landfill gas collection and control system (GCCS) extracts landfill gas to control surface emissions and odors. The GCCS is a requirement of the landfill's Title V Air Operating Permit and state and federal regulations. Since Cell 9 of the Subtitle D landfill has been in operation for nearly five years, it is necessary to construct gas collection in the cell for compliance with the air quality permit. The landfill gas expansion project was originally bid on May 3, 2023, with only two bids received. The project was re-advertised on May 9, 2023, and bids were due May 25, 2023. Two bids were received. Advance One Development, LLC provided the lowest base bid at \$616,485. Project funding is available in the FY2023 budget, BR 230167.

At the June 8, 2023 Agenda Session Meeting, the Board of Commissioners approved placing this item on the Consent Agenda on the June 19, 2023 Board of Commissioners' Meeting.

RECOMMENDATION / PROPOSED ACTION

Accept the base bid for the 2023 Landfill Gas System Expansion from Advance One Development, LLC in the amount of \$616,485.

ATTACHMENTS:

Description

Bid Tab and Recommendation

Type

Backup Material

June 1, 2023

Amanda Bader, P.E.
Director
Cumberland County Solid Waste Management Department
698 Ann Street
Fayetteville, NC 28301

**RE: Cumberland County – Ann Street MSW Landfill – 2023 LFG System Expansion
Certified Bid Tabulation & Recommendation for Contractor Selection**

Dear Amanda:

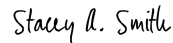
Smith Gardner, Inc. (S+G) is pleased to present the results of the bidding for the Ann Street MSW Landfill – 2023 LFG System expansion project, which originally bid on May 3, 2023 at 3:00 p.m. During the original bid only two (2) bids were received, resulting in the project being re-advertised on May 9, 2023 with bids due on May 25, 2023 at 3:00 p.m. The results of the bid are as follows below. Please also find **attached** a certified tabulation of each bid received. Note that there were no bid alternates.

	BIDDER	TOTAL BASE BID	TOTAL ADDITIONS	TOTAL BID
1.	Advance One Development	\$616,485.00	\$182,948.37	\$799,433.37
2.	Carlson Environmental Consultants	\$764,995.00	\$230,000.00	\$994,995.00

Based on the bid results, Advance One Development, LLC (A1) is the clear low bidder. Based upon the information provided by A1 with their bid, S+G finds their submittal to be complete. Further, based on our positive experience working with A1 on past landfill expansion projects, we recommend that this project be awarded to Advance One Development, LLC of Charlotte, North Carolina.

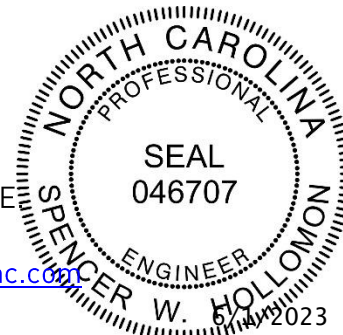
Please contact us at your earliest convenience should you have any questions or if you should require additional information.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

3369FBA008B445
Stacey A. Smith, P.E.
Senior Engineer
stacey@smithgardnerinc.com

DocuSigned by:

8B13721B7E5F488...
Spencer W. Hollomon, P.E.
Project Engineer
spencer@smithgardnerinc.com



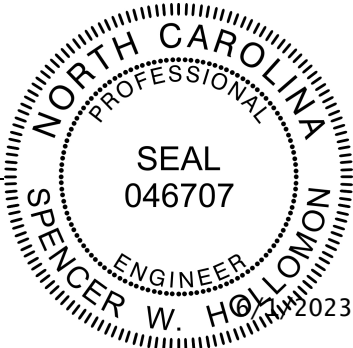
Attachment: Certified Bid Tabulation

BID TABULATION				BIDDER: Advance One Development, LLC		Carlson Environmental Consultants, PC	
Ann Street MSW Landfill - 2023 LFG System Expansion May 25, 2023 (3:00 p.m.)				ADDRESS: 10600 Nations Ford Road Charlotte, NC 28273		1127 Curtis St, Suite 100 Monroe, NC 28112	
				NC CONTRACTOR LICENSE NO: 64088		L85737	
BASE BID SCHEDULE A: PHASE X CONSTRUCTION							
PAY ITEM NUMBER	ITEM DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Landfill Gas Extraction Wells	343	VF	\$150.00	\$51,450.00	\$210.00	\$72,030.00
2	Manifold Extraction Wells	316	VF	\$150.00	\$47,400.00	\$180.00	\$56,880.00
3	Abandonment of LFG Well Borehole	66	VF	\$35.00	\$2,310.00	\$50.00	\$3,300.00
4	Vertical Wellheads (ORP 215)	16	EA	\$1,500.00	\$24,000.00	\$3,000.00	\$48,000.00
5	2" Diameter HDPE (DR 9) Pipe & Fittings	1,165	LF	\$15.00	\$17,475.00	\$7.00	\$8,155.00
6	3" Diameter HDPE (DR 11) Pipe & Fittings	1,235	LF	\$20.00	\$24,700.00	\$10.00	\$12,350.00
7	4" Diameter HDPE (DR 17) Pipe & Fittings	600	LF	\$40.00	\$24,000.00	\$32.00	\$19,200.00
8	6" Diameter HDPE (DR 17) Pipe & Fittings	1,700	LF	\$55.00	\$93,500.00	\$42.00	\$71,400.00
9	8" Diameter HDPE (DR 11) Pipe & Fittings	585	LF	\$50.00	\$29,250.00	\$52.00	\$30,420.00
10	12" Diameter HDPE (DR 17) Pipe & Fittings	1,070	LF	\$70.00	\$74,900.00	\$68.00	\$72,760.00
11	Remote Wellhead Cleanout Connection	5	EA	\$1,250.00	\$6,250.00	\$7,000.00	\$35,000.00
12	Relocation of Existing Wellhead Cleanout Connection	3	EA	\$1,250.00	\$3,750.00	\$5,500.00	\$16,500.00
13	Tie in to Existing Header	2	EA	\$12,500.00	\$25,000.00	\$10,000.00	\$20,000.00
14	Existing 12" Valve Removal	1	EA	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00
15	12" Isolation Valve	1	EA	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00
16	Compressed Air Line and Condensate Line Isolation and Blowoff Valves	1	EA	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
17	Condensate Trap	1	EA	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
18	Condensate Line Connection	1	EA	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
19	Condensate Line Cleanout	1	EA	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
20	Condensate Sump Abandonment	1	EA	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
21	10" HDPE Header Abandonment	1	EA	\$4,500.00	\$4,500.00	\$1,200.00	\$1,200.00
22	Landfill Gas Well Pump Cleaning	14	EA	\$750.00	\$10,500.00	\$1,700.00	\$23,800.00
23	Revegetation	1	LS	LS	\$30,000.00	LS	\$100,000.00
24	Bonds, Mobilization, & Insurance	1	LS	LS	\$75,000.00	LS	\$90,000.00
TOTAL BASE BID PRICE:				\$616,485.00		\$764,995.00	
				BIDDER: Advance One Development, LLC		Carlson Environmental Consultants, PC	
Miscellaneous Additions and Deductions							
1.0	Blower Procurement	1	LS	LS	\$89,700.00	LS	\$110,000.00
2.0	Blower Installation	1	LS	LS	\$49,893.28	LS	\$85,000.00
2.1	Blower Electrical Work	1	LS	LS	\$43,355.09	LS	\$35,000.00
TOTAL MISCELLANEOUS ADDITIONS AND DEDUCTIONS:				\$182,948.37		\$230,000.00	
TOTAL BID PRICE:				\$799,433.37		\$994,995.00	
IRREGULARITIES:				N/A		N/A	

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.

SMITH GARDNER, INC.

DocuSigned by:
Spencer W. Hollomon
8B43724D7C6F488
Spencer W. Hollomon, P.E.
Project Manager





PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 6/19/2023

SUBJECT: STREET NAMING CASE - SN0501

BACKGROUND

A road construction project recently completed by the North Carolina Department of Transportation created a re-alignment of Braxton Road, severing a small portion of the previous road alignment and leaving it with a duplicate street name. Braxton Road is located just south of the Town of Hope Mills and intersects with and extends west of Chickenfoot Road. With the implementation of the "Next Gen E911" street addressing standards, two different streets cannot share the same name.

County staff contacted the two affected property owners along the severed portion of Braxton Road (i.e., Barker Gallberry Farms, LLC and PR Barker Jr.), the owners suggested "PBar Lane" for a new street name – a variation of "PR Barker".

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the street name change.

ATTACHMENTS:

Description
SN0501

Type
Backup Material

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Cumberland County Joint Planning Board

AFFECTED PROPERTY OWNERS

STREET NAME CASE: SN0501

P R Barker, Jr.
5556 Braxton Rd
Hope Mills, Nc 28348
REID: 0422583720000

Barker Gallberry Farms LLC
5556 Braxton Rd
Hope Mills, Nc 28348
REID: 0422397835000

Cumberland County Board of Commissioners
Ordinance Renaming a Portion of Braxton Road to PBar Lane

This Ordinance Renaming a Portion of Braxton Road to PBar Lane is authorized by G.S. § 153A-239.1 and is enacted pursuant to Sec. 4-172 of the Cumberland County Code.

Whereas, Braxton Road has been severed by a NCDOT project requiring it to be renamed to reduce confusion; and

Whereas, to avoid the potential confusion, the Board of Commissioners finds it necessary to rename the severed portion of Braxton Road to PBar Lane; and

Whereas, a duly advertised public hearing was conducted on this matter at the June 19, 2023 regular meeting of the Board of Commissioners.

Now therefore be it ordained as follows:

(1) The severed portion of Braxton Road, from Gallberry Road to Chickenfoot Road, is hereby renamed PBar Lane.

(2) Planning staff is directed to cause notice of this action to be given to the local postmaster with jurisdiction over the road, to the Board of Transportation, and to any city within five miles of the road.

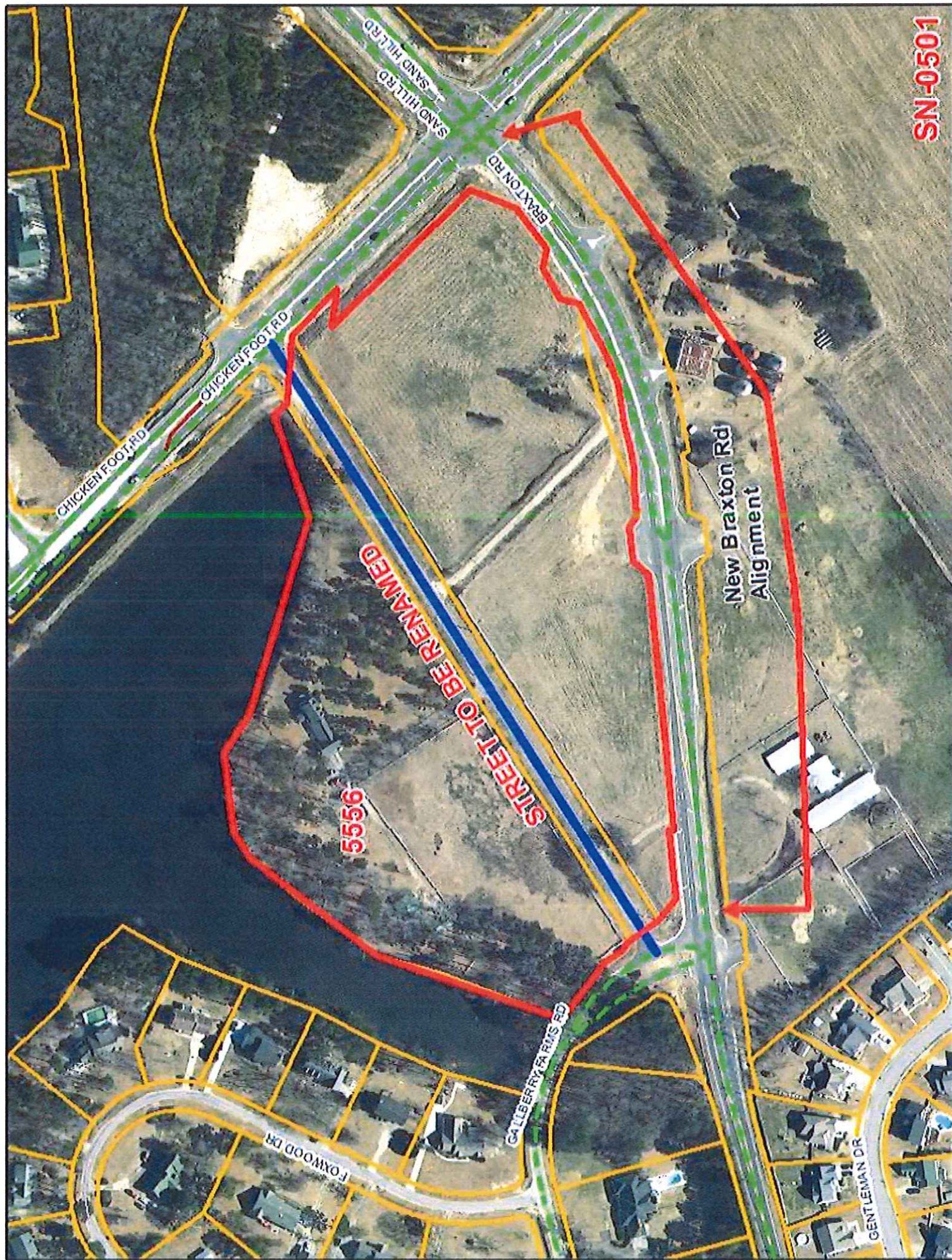
Adopted June 19, 2023.

Cumberland County Board of Commissioners
By:

Dr. Toni Stewart, Chair

Attest:

Andrea Tebbe, Clerk to the Board



SN-0501

THANK YOU for your submission!

Your notice has been submitted for publication. Below is a confirmation of your order. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
LWLM0011591
Order Status:
Submitted
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
126.48
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7610
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning, Laverne

TRANSACTION REPORT

Date
May 30, 2023 3:46:30 PM EDT
Amount:
126.48

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00115910

June 5, 2023

PREVIEW FOR AD NUMBER LWLM00115910

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 19, 2023 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

Street Naming Case - SN0501: Renaming a portion of Braxton Rd. to PBar Ln.

ZON-22-0067: Rezoning from A1 Agricultural Dis. to A1/CZ Agricultural Conditional Zoning Dis. or a more restrictive zoning dis., 62.55 +/- ac.; located generally south of Carlos Rd. and east of Rebel Rd; Michael Blakely (applicant), Red Rock Materials, LLC (owner)
Publication Dates L00000000

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Fayetteville Observer
June 12, 2023
Fayetteville Observer

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PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/19/2023

SUBJECT: CASE # ZON-22-0067

BACKGROUND

ZON-22-0067: Rezoning from A1 Agricultural District to A1/CZ Agricultural Conditional Zoning District or to a more restrictive zoning district for 62.55 +/- acres; located generally south of Carlos Rd and east of Rebel Rd, submitted by Michael Blakely (applicant) on behalf of Red Rock Materials, LLC (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning at their May 16, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0067, I move to approve the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning and find the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. The request is reasonable and in the public interest as it is

compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0067, I move to deny the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning and find the request is not consistent with the North Central Land Use Plan which calls for “Farmland” at this location. The request is not reasonable or in the public interest because

_____.

ATTACHMENTS:

Description

ZON-22-0067.pdf

Type

Backup Material

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

JUNE 8, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-22-0067:** Rezoning from A1 Agricultural District to A1/CZ Agricultural Conditional Zoning District or to a more restrictive zoning district for 62.55 +/- acres; located generally south of Carlos Rd and east of Rebel Rd, submitted by Michael Blakely (applicant) on behalf of Red Rock Materials, LLC (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning at their May 16, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF MAY 16, 2023

In Case ZON-22-0067, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible with and in harmony with the surrounding land use activities and zoning.

Chair Crumpler asked the County Attorney Moorefield how the Board voting process would be affected if a Board member arrives late and is not available for the vote. He further asked if the vote would be affirmative if the member comes in after the vote.

County Attorney Moorefield advised the minutes must reflect when the absent Board member arrives.

Mr. Howard read the case heading and advised the Board there were people signed up to speak in favor and in opposition.

Mrs. Garcia presented the case information and photos.

Mr. Lloyd joined the Board meeting at 6:09pm.

Public meeting opened.

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

County Attorney Moorefield advised the minutes must reflect when the absent Board member arrives.

Mr. Howard read the case heading and advised the Board there were people signed up to speak in favor and in opposition.

Mrs. Garcia presented the case information and photos.

Mr. Lloyd joined the Board meeting at 6:09pm.

Public meeting opened.

Mr. Brian Raynor spoke in favor and stated he is the applicant and owner of Red Rock Materials. Mr. Raynor advised that two additional in favor speakers present are here to explain their technical/professional opinions about the case to the Joint Planning Board and concerned citizens. Mr. Raynor stated the purpose of the mine was for material purposes only and not personal use and would not be open to the public unless a community member wanted sand or topsoil, which they would provide. He further explained that the mine would have no impact on anyone's personal land. He mentioned that he invited property owners with concerns to his proposed job site. Mr. Raynor said that after hearing the concerns of the neighbors, he decided to pause his zoning application and held a neighborhood meeting to address their concerns. He stated that their main concern was the draining of the lake, which was a former sand mine. Mr. Raynor explained that he hired a professional Hydrologist to perform a study on the water quality of the lake and the draining of the lake and on May 9th, 2023, held a community meeting to discuss the water quality study results and go over any questions from concerned residents. He advised that he contacted NCDOT for driving permits which are mentioned in the permit application. He further stated that he does not believe it will be detrimental to the water quality or their well systems based on the professional's opinion.

Mr. Lloyd inquired about the quality of the asphalt and what percentage of his asphalt is used by NCDOT.

Mr. Raynor stated 65 to 70 percent is for NCDOT projects, to widen roads, improvements, re-surfaces, and maintenance. He went on to explain that his company had the City of Fayetteville's resurfacing contract for 15 years. He further stated that his company has done work in all the surrounding towns of Cumberland County.

Chair Crumpler informed Mr. Raynor that he would reserve the professional Hydrologist for questioning during the opposition section of the meeting.

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. Raynor stated that as mentioned in the conditions, they will be abiding by all local, State and Federal regulations.

Ms. Leslie Finley spoke in opposition and said that her concerns are environmental impact, noise of the trucks on Carlos Road as well as the proximity of the mine to their neighborhood. Ms. Finley further explained that she went to the May 2nd meeting held by Mr. Raynor to address the community's concerns, but said her concerns were not alleviated. Ms. Finley stated that although their lake started out as a mine over 50 years ago, does not mean it is appropriate to put a mine right next to it, nor does it mean they live in a mining district.

Mr. Rainey spoke against the mine for the same reasons that were mentioned by Ms. Finley, but he wanted to further express concerns about how the mine would impact their shallow water wells.

Mr. Byrd spoke in opposition, stating that he is concerned about his well and repairs if the well is damaged. Mr. Byrd's second concern is the potential further damage to Carlos Road which he advises is already torn up due to the railroad tracks and current mines operational trucks movements. He stated that the roads are causing damage to their vehicles.

Mr. Baker joined the Board at 6:24pm.

Mr. William Brown Jr. spoke in opposition to the rezoning request because of the possible negative impact Red Rock Materials, LLC would have on the value of his newly purchased home which is one lot away from the proposed mine. He asked what is going to happen if he doesn't have water one day. He also expressed concerns about the liability of damages caused by the mine, more specifically who would be held financially responsible, the homeowners or Red Rock Materials, LLC. Mr. Brown stated that he was speaking for the last two concerned residents Mr. Horton and Ms. Jordy, who signed up to speak. Their concerns were water quality if there was road maintenance and increased noise in the area.

The Board went on to have more discussion about the neighbors' concerns, the Boards hesitance about the request and the conditions placed on the rezoning request.

Mr. Howard pointed out to the Board that this was not a conditional use permit, it is conditional zoning and therefore there is no revocation. He explained there is a conditional use zoning enforcement action if they were in violation. However, this is not a permit approval because the County doesn't do conditional use permits, only special permits. This is not a special use permit; it is a conditional zoning application. Mr. Howard stated he is not sure if we can put a condition on a zoning application that states Mr. Rayner is required to make repairs on other people's property or offsite improvements because it is not tied to the land use for the particular property being discussed at this hearing.

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Chair Crumpler closed the public meeting at 6:58pm

In Case ZON-22-0067, Mrs. Moody made a motion, seconded by Mr. Lloyd to recommend approval of the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning. The Board finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land-use activities and zoning. Unanimous approval.

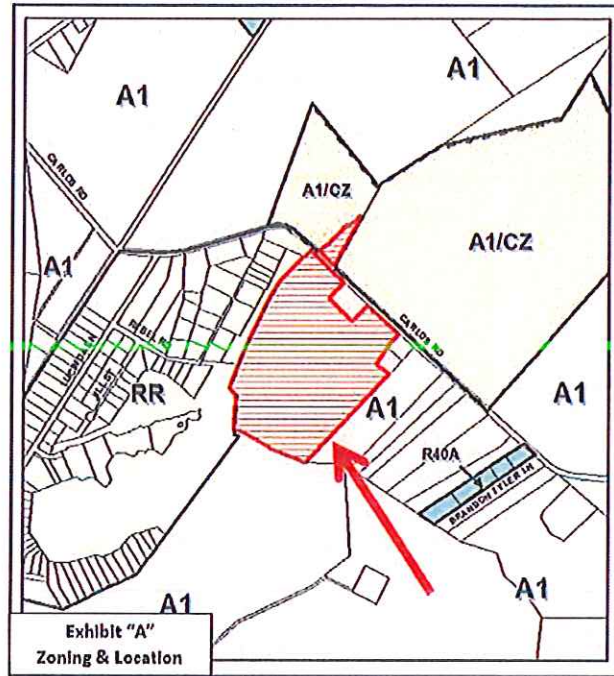
First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included

REQUEST

Rezoning A1 to A1/CZ

This conditional zoning request appeared before the Joint Planning Board on September 20, 2022 and involves a property owner's interest to conduct a quarry operation within an A1 Agriculture zoning district. At the September 20th hearing, the JPB reached a decision to deny the request by a vote of six to one. This action was based on a finding that the request "is not in harmony with the surrounding land use activities due to public safety concerns of expanding mining operations in the area". Instead of proceeding directly to a hearing before the Board of County Commissioners, the applicant chose to prepare additional information in the form of a groundwater impact study and to conduct additional meetings with the nearby residents. With this new information, the applicant requests to return to the Joint Planning Board. The new information submitted by the applicant is attached to this report together with a copy of the minutes from the September 20, 2022 JPB meeting. Based on the applicant's more recent community meetings, additional conditions are offered that affect the requested use of the property as well as the proposed quarry operation. These applicant-offered conditions appear in the proposed conditional zoning conditions of approval (attached) with an applicant's update letter.



The applicant requests a rezoning from A1 Agricultural District to A1/CZ Agricultural Conditional Zoning District for 62.55 +/- acres. The proposed site activity is limited to 61.74 +/- acres on the southern side of Carlos Road located at the property surrounding 8299 Carlos Road. The intent of the property owner is to have a sand and gravel quarry. (Site plan is provided as Exhibit "A" to the Conditions of Approval, which is found in Exhibit "F" (attached). Per Section 403, Use Matrix, of the County Zoning Ordinance, a quarry use must be approved as a conditional zoning and must meet the requirements set forth in Section 919, Quarry standards, both of which are provided in the Appendix.

PROPERTY INFORMATION

OWNER/APPLICANT: Brain Raynor, Red Rock Materials, LLC

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0573003160000

SIZE: 62.55 +/- acres parcel. Road frontage along Carlos Rd. is 1000 feet in length. The property has a varying depth of approximately 1940 feet in length at its deepest point. The parcel includes area on the north side of Carlos Road- all proposed site activity will occur on the 61.74 +/- acres on the south side of Carlos Road.

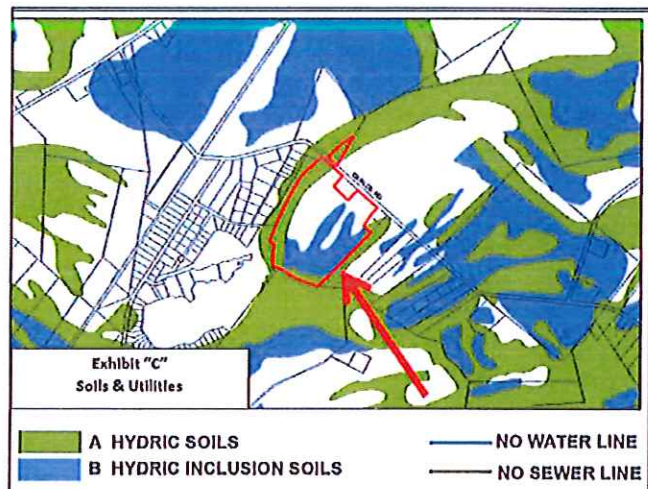
EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. Minimum lot size for this district is two acres. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents. A quarry operation is a permissible use in an A1 zoning district only through a conditional zoning approval.

EXISTING LAND USE: The subject parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Wooded lands, farmland & quarry operations
- **East:** Wooded lands, farmland & single-family homes
- **West:** Wooded lands & single-family homes
- **South:** Wooded lands & farmland

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates presence of hydric and hydric inclusion soils along the eastern, southern, and western areas of the property.



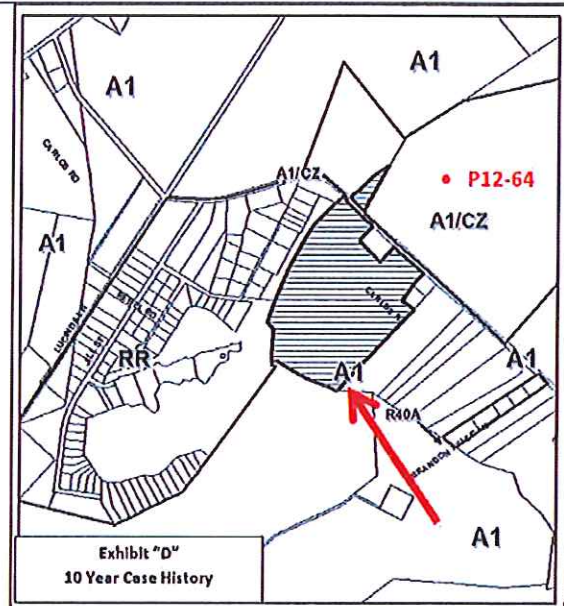
TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below. This zoning case is a conditional zoning for a quarry, which is currently in operation.

- P12-64: A1 to A1/CZ; APPROVED FOR QUARRY

DEVELOPMENT REVIEW:

- Applicant has submitted a site plan addressing submittal requirement pursuant to Zoning Ordinance Section 1402, as well as the additional review criteria of Zoning Ordinance Section 919 for Quarry operations.
- Applicant has reviewed conditions presented by Current Planning Staff and offered additional conditions (Attachment F).



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	A1/CZ Defaults to M(P) (Proposed)
Front Yard Setback	50 feet	50 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	30 feet
Rear Yard Setback	50 feet	30 feet
Lot Area	2 acres	2 acres
Lot Width	100'	100'

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Zoning (A1/CZ)
26 dwelling units	Quarry (see conditional zoning site plan, Exhibit "F")

- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

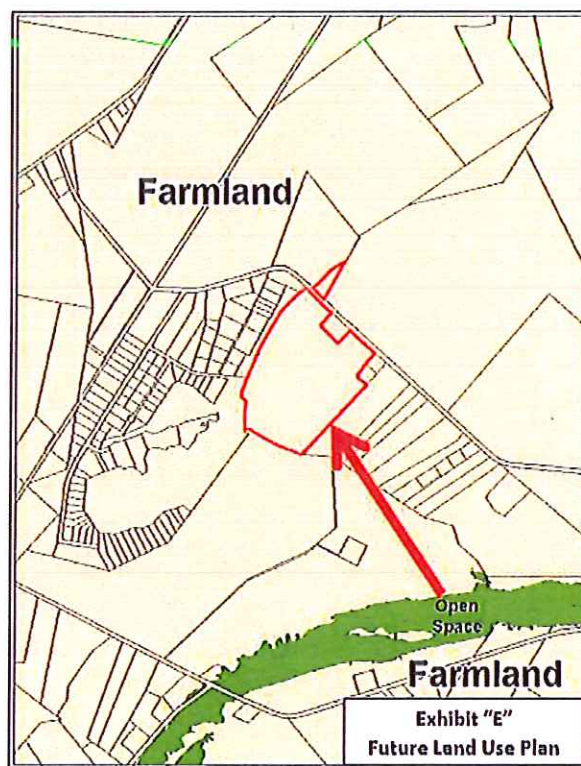
COMPREHENSIVE PLANS: This property is located within the North Central Area Land Use Plan (2011). The future land use classification of the property is "Farmland", as illustrated in Exhibit "E." The proposed rezoning request is consistent with the adopted Land Use Plan.

Associated plan goals and policies that may be considered include the following:

FUTURE LAND USE CLASSIFICATION Development Goal: Farmland & Industrial

Industrial: Limit the scope, intensity, and location of "clean" industrial and manufacturing enterprises to areas with adequate infrastructure to ensure compatibility in the Study Area as well as have a positive impact on the social, natural, and environmental conditions in the Area.

Locate industries and manufacturing enterprises in areas that have adequate infrastructure and land area for buffering, vehicular and pedestrian circulation, landscaping, and is compatible with the character of the Area.

**SUGGESTED CONDITIONS:**

- Additional buffering, dust, and noise control measures may be considered in addition to those already existing in the zoning ordinance, specifically around areas with existing residential structures.

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property. It is the applicant's responsibility to determine if the utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Well and septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both. There are both hydric soils & hydric inclusion soils on the parcel.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property, Intersection of 8299 Carlos Road, is located outside of FAMPO boundaries.

The North Carolina Department of Transportation offers the following comment: NCDOT Pavement Management Unit will review roadway to determine if additional improvements will be required for the hauling routes on SR 1707 (Carlos Road).

SCHOOLS CAPACITY/ENROLLMENT: The proposed use will not generate additional school-age children.

School	Capacity	Enrollment
Long Hill Elementary	516	494
Raleigh Road Elementary	179	209
Pine Forest Middle School	804	783
Pine Forest High School	1712	1665

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has the following comment:

1. Ensure all fire department access requirements are met in accordance with section 503 of the 2018 NC fire code.
2. Ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code.
3. Submit building plans to scale for new construction and building renovation.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: See Exhibit "F" for the Conditions of Approval and Conditional Zoning Site Plan.

STAFF RECOMMENDATION

In Case ZON-22-0067, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to A1/CZ Agricultural District Conditional Zoning. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:

Conditions of Approval

Notification Mailing List

Application

Groundwater Impact Study

September 20, 2022 JPB meeting minutes

Applicant Transmittal Addressing Concerns

Exhibit "F"
Conditions of Approval
ZON-22-0067

The applicant has offered the following conditions:

1. The proposed mining activity is for open surface mining only.
2. The proposed site will perform mining activities Monday-Friday 7 am to 6 pm.
3. All equipment will be equipped with muffled backup alarms (duck, white noise, etc.) per MSHA regulations.
4. Site will comply with all NCDOT Driveway Permit requirements and provide required upgrades to existing connecting driveway route as required by a NCDOT Driveway Permit.
5. Per the North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) mine permit, the permitted mining operation shall submit and obtain an Air Quality Permit that governs the air quality and emissions.
6. Per the NCDEMLR Mine permit, the permitted mining operation shall submit and obtain NPDES Permit that governs the water quality.
7. The mining access will be one access on Carlos Road.
8. Product Stockpiles will not exceed 60 feet in height.
9. The site will provide a 50 ft minimum undisturbed buffer along property boundaries.
10. The site will provide a 30 ft minimum undisturbed buffer along wetlands boundaries.
11. The site will be surrounded by a 6 ft high earthen berm with a double row of evergreen trees staggered in two rows at 25 ft spacing.
12. All Existing natural vegetation shall be left in its natural state except for the areas specifically needed for current site development.
13. All mining activities and operations shall meet the requirements of the 1971 Mining Act.
14. No blasting will be required in the extraction of the mined material.

Planning & Inspections Conditions of Approval:

Permit-Related:

1. The owner/developer(s) of these lots must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any should be within this development from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street. For additional

information, the developer should contact a Code Enforcement Officer. In addition, applicant is responsible to obtain all other federal, state, and local permits required for quarry operations.

- a. Note: This conditional approval is not approval of the permitting of any structures for this site; re-submittal of the site plan for staff review and approval is required prior to application for permits for any structure to be located on this site.
2. The applicant must keep an updated copy of the state permit and conditions on record with the County Planning & Inspections Department.
3. Prior to issuance of a zoning permit, the applicant must provide to Code Enforcement an acknowledged copy- to include the County Manager - of the *Affidavit of Notification* which is required as part of the state application for a mining permit and a copy of the state mining permit application.
4. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application.
5. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Division of Water Quality, North Carolina Department of Environment and Natural Resources. If one acre or more of land is to be disturbed, prior to the issuance of any building/zoning permits for this site, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement.
6. For any new development where the developer disturbs or intends to disturb more than one acre of land, the developer must provide the Code Enforcement Section with an approved NC Department of Environment and Natural Resources (NCDENR) sedimentation and erosion control plan (S&E) prior to any application for permits. (Note: If any retention/detention basins are required for state approval of this plan, then three copies of a revised plan must be submitted and approved by Planning & Inspections prior to application for any building/zoning permits.) A copy of the NCDENR approval must be provided to Code Enforcement at the time of application for any building/zoning permits.
7. The developer must provide the Code Enforcement Section with an approved NC Department of Environmental and Natural Resources (NCDENR) mining permit prior to any application for permits. A copy of the NCDENR approval must be provided to Code Enforcement at the time of application for any zoning permits. Proper erosion and sediment control measures shall be installed and maintained in accordance with North Carolina State standards during mining/quarry operations.
8. The final inspection cannot be accomplished until Planning & Inspections staff inspects the site and certifies that the site is developed in accordance with the approved plans.
9. A review of the data available to the Army Corp of Engineers indicates that jurisdictional waters are likely to be present on this property and therefore are likely to be impacted by the proposed project; however, without an official Jurisdictional Determination at the property, these findings cannot be confirmed.

A permit will be required for this project if construction will involve the temporary and/or permanent placement of fill in waters of the United States including wetlands. If permit is required, the applicant will be required to avoid and minimize impacts to wetland/waters of the United States and may need to provide compensatory mitigation for unavoidable impacts.

Site-Related:

10. Use and development of the quarry shall occur consistent with the Conditional Zoning Site Plan within Exhibit "A" of the Conditions of Approval, the Conditions set forth herein, and the County Zoning and Subdivision Ordinances. Where any conflicts occur between the Conditions of Approval herein, including the Site Plan, with the County Zoning and Subdivision Ordinances, the Conditions of Approval and Site Plan shall supersede.
11. The lot shall be adequate to provide the yard space required for the M(P) Planned Industrial District and meet the standards of section 919 of the County Zoning Ordinance.
12. All equipment used for excavation, quarrying, and permitted processing shall be constructed, maintained, and operated in such a manner as to eliminate, as far as practicable, noise, vibration, or dust which would injure or annoy persons living or working in the vicinity.
13. The temporary erection and operation of plants and equipment necessary for crushing, polishing, dressing, or otherwise physically or chemically processing the material extracted on the site shall comply with the district dimensional requirements of the M(P) zoning district.
14. All excavations shall be made either to a depth of five feet below a water producing level, or graded or back-filled with non-noxious and non-inflammable solids to assure that the excavated area will not collect and retain stagnant water or that the graded or back-filled surface will create a gentle rolling topography to minimize erosion by wind or rain and substantially conform with the contour of the surrounding area.
15. Whenever the floor of a quarry is five feet or more below the grade of adjacent land, the property containing the quarry shall be completely enclosed by a barrier either consisting of a mound of earth not less than six feet high located at least 25 feet from any street right-of-way and planted with a double row of quick growing vegetative landscaping, or shall be enclosed with a chain link fence or its equivalent in strength and protective character to a height of six feet along the property line
16. An excavation shall be located 100 feet or more and back-filled to 150 feet from a street right-of-way line. Quarrying operations shall be located 50 feet or more from a street right-of-way line and to any property boundary line. With approval by the County Engineer, such excavation or quarrying may be permitted inside these limits in order to reduce the ground elevation to the established street grade.
17. A reclamation plan shall be submitted along with the site plan and the application. All such reclamation plans shall include the following:
 - a. A grading plan showing existing contours in the area to be extracted and proposed future contours showing the topography of the area after completion. Such plans shall include the surrounding area within 500 feet of the property boundary line, drawn to an appropriate scale with contour lines at intervals of five feet or less.
 - b. Existing and proposed drainage of the area
 - c. Details of re-grading and re-vegetation of the site during and at conclusion of the operation. The following are the minimum requirements to be met at the conclusion of the operation:
 - i. The banks of all extraction, when not back-filled, shall be sloped at a grade of not less than two feet horizontal to one foot vertical. This slope shall be maintained 20 feet beyond the water line if such exists.
 - ii. Spoil banks shall be graded to a level suiting the existing terrain.

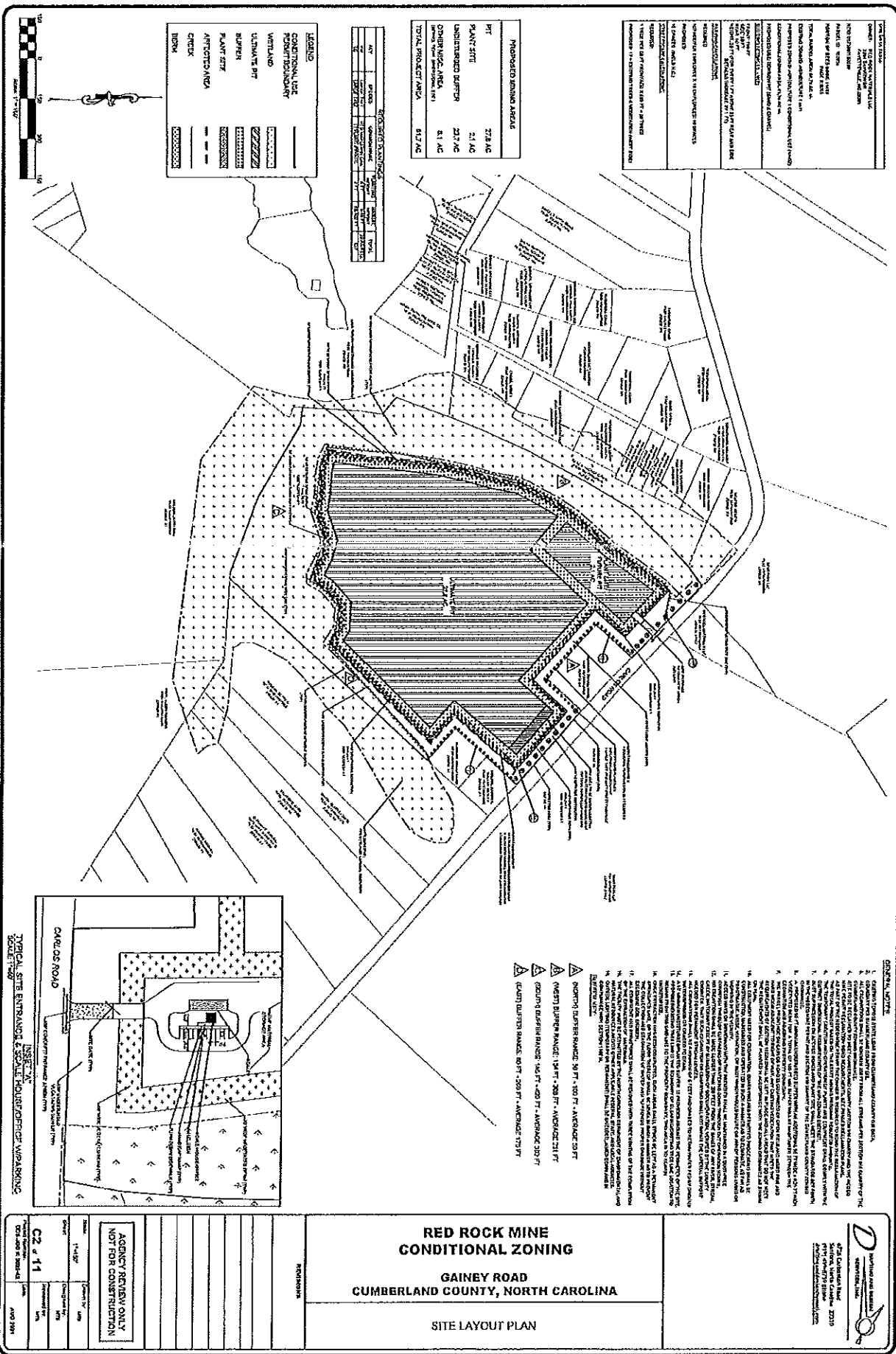
- iii. All banks and extracted areas shall be surfaced with at least six inches of suitable soil, except exposed rock surfaces, and shall be planted or seeded with trees, shrubs, legumes or grasses and maintained until the soil is stabilized and approved by the County Engineer.
18. When any extraction has been completed, such area shall either be left as a permanent spring-fed lake, or the floor thereof shall be leveled in such manner as to prevent the collection and stagnation of water and to provide proper drainage without excessive soil erosion.
 19. The facility must be permitted by the North Carolina Department of Environment and Natural Resources and/or other applicable Federal, State, and local agencies.
 20. No excavation shall be made closer than 200 feet from the bank of any river, stream, creek, or waterway except by submission of documentation, verified by the County Engineer, that such excavation or quarrying shall not impair the lateral support needed for permanent stream levees.
 21. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired as stated in the written application, re-submittal of the site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is not approval of the size, shape, or location of any signs.)
 22. The small stream standards set forth in Section 6.5-44, County Flood Damage Prevention Ordinance, shall be complied with during construction and upon completion of development within this subdivision as enforced by the County Engineer's Office. No encroachments, including fill, new construction, substantial improvements, or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 23. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environment and Natural Resources' (NCDENR) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2306 D, County Subdivision Ordinance)
 24. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306 C, County Subdivision Ordinance)
 25. The developer must obtain a driveway permit from the NC Department of Transportation (NCDOT). A copy of the approved driveway permit must be provided to Code Enforcement at the time of application for building/zoning permits.
 26. Turn lanes may be required by the NC Department of Transportation (NCDOT).
 27. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
 28. The proposed perimeter berm to be constructed around the excavated areas shall be a minimum of six feet in height and planted with a double row of quick growing vegetative landscaping in accordance with the provisions of Section 919.G, County Zoning Ordinance.

29. The owner/developer is responsible and liable for maintenance and upkeep of this site, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers/berms and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing.
30. Noise levels shall not exceed 60 dB(A) between the hours of 10:00 pm and 7:00 am. In any event, the noise level, regardless of the time of day, shall not become a nuisance to neighboring properties and strict compliance with the County's Noise Ordinance is required.
31. The developer must contact the County Engineer's office at the conclusion of operation to inspect the site for compliance with the provisions of Section 919, County Zoning Ordinance and that the site must be reclaimed in accordance with the reclamation plan included in the case file.
32. All equipment must be removed within three months of the completion of the extraction of materials.
33. Access ways or drives within the premises shall be maintained in a dust-free condition through surfacing or such other treatment as may be necessary.
34. The facility must be permitted by the North Carolina Department of Environment and Natural Resources and/or other applicable Federal, State, and local agencies. A note stating as such will be provided on the plan.
35. All quarry and related operations must be limited to the south side of Carlos Road as submitted on the Site Plan.
36. All proposed traffic generated by the quarry operations shall be limited to State owned roadways. The applicant is responsible for coordination with NCDOT pertaining to roadway maintenance and impact.

Other Relevant Conditions:

37. The applicant is advised to consult an expert on wetlands before proceeding with any development. There may be wetlands located in the project area that are subject to the permit requirements of Section 404 of the Clean Water Act. To avoid a violation of federal and/or state law, it is recommended the developer contact the Office of the Army Corp of Engineers or hire an environmental consultant to identify and delineate any wetlands in the project area prior to construction. A Section 404 permit will be required if the applicant needs to fill wetlands and the permit must be obtained prior to any construction on this site.
38. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.
39. This conditional approval is contingent upon continued compliance with the County's Subdivision and Zoning Ordinances.
40. This conditional approval is not to be construed as all - encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations for a quarry operation.

**EXHIBIT "A" OF CONDITIONS OF APPROVAL
CONDITIONAL ZONING SITE PLAN**



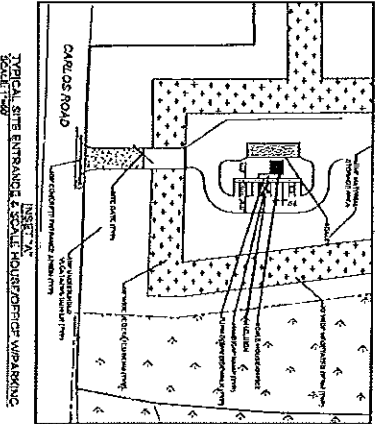
PROJECT NAME	RED ROCK MINE
OWNER	RED ROCK MINE, INC.
PROJECT LOCATION	1.5 MILES WEST OF GAINES ROAD, CUMBERLAND COUNTY, NORTH CAROLINA
PROJECT TYPE	INDUSTRIAL DEVELOPMENT
PROJECT SIZE	51.7 AC
PROJECT PHASE	PHASE 1: 27.8 AC PLANT SITE
PROJECT PHASE	PHASE 2: 2.1 AC UNIT STORAGE BUFFER
PROJECT PHASE	PHASE 3: 2.1 AC CHAMBER AREA
PROJECT PHASE	PHASE 4: 2.1 AC TOTAL PROJECT AREA

PROJECT NAME	RED ROCK MINE
OWNER	RED ROCK MINE, INC.
PROJECT LOCATION	1.5 MILES WEST OF GAINES ROAD, CUMBERLAND COUNTY, NORTH CAROLINA
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PROJECT PHASE	PHASE 3: 2.1 AC CHAMBER AREA
PROJECT PHASE	PHASE 4: 2.1 AC TOTAL PROJECT AREA

- GENERAL NOTES:
1. THE SITE LAYOUT PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL GOVERNMENT.
 2. THE SITE LAYOUT PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL GOVERNMENT.
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RED ROCK MINE CONDITIONAL ZONING	
GAINES ROAD CUMBERLAND COUNTY, NORTH CAROLINA	
SITE LAYOUT PLAN	
REVISIONS	
AGENCY REVIEW ONLY NOT FOR CONSTRUCTION	
C2 of 11	
DATE: 01-11-2011	
BY: [Signature]	
FOR: [Signature]	
APPROVED: [Signature]	
DATE: 01-11-2011	

ATTACHMENT – MAILING LIST

STAFFORD, GARY

5000 HARBOR BEACH BLVD APT A

BRIGANTINE, NJ 08203

SHOCKLEY, OWEN;SHOCKLEY, TAMMY

112 BAYSHORE DR

PARKTON, NC 27371

MCLAMB, JERRY DON

4500 BENSON HARDEE RD

BENSON, NC 27504

BAIRD, REBA A

190 MCLEAN RD

LILLINGTON, NC 27546

BARBER, WILLIAM TERRY

10414 CHAPEL HILL RD

MORRISVILLE, NC 27560

DICKENS, PATRICIA C;DICKENS, KARY V

1538 BOROS DR

FAYETTEVILLE, NC 28303

LAKE TERESA HOMEOWNERS ASSOCIATION INC

2939 BREEZEWOOD AVE STE 100

FAYETTEVILLE, NC 28303

SCHUCHMAN, WILLIAM F;SCHUCHMAN, HELEN

5511 RAMSHORN DR

FAYETTEVILLE, NC 28303

RED ROCK MATERIALS LLC

2204 BAYVIEW DR

FAYETTEVILLE, NC 28305

MCLEAN, BETTY H

345 FARMERS RD

FAYETTEVILLE, NC 28311

ORTIZ, ISRAEL

325 W SUMMERCHASE DR

FAYETTEVILLE, NC 28311

SPENA, MARTEN L;SPENA, RONDA G

211 HAVERHILL DR

FAYETTEVILLE, NC 28314

GREEN, CHRISTINA MARIE

591 MCKOY TOWN RD

CAMERON, NC 28326

BEAR PARK LLC

PO BOX 1108

CLINTON, NC 28329

MCLEOD, GENE D

346 PROSPECT CHURCH RD

DUNN, NC 28334

BINION, GLADYS LOUISE

8145 CARLOS RD

LINDEN, NC 28356

BYRD, BILLY

7864 JILL ST

LINDEN, NC 28356

CAPEHART, JAMES L;CAPEHART, KIMBERLY S

8107 CARLOS RD

LINDEN, NC 28356

CONNER, STEPHANIE LEE;CONNER, PAUL LEROY

3971 REBEL RD

LINDEN, NC 28356

CROSS, SADIE L

4038 REBEL RD

LINDEN, NC 28356

GLENARD W. BAILEY LIMITED PARTNERSHIP

3930 TOOT STREET

LINDEN, NC 28356

GORDON, RICHARD MARTIN;GORDON, FIDELIS

4041 REBEL RD

LINDEN, NC 28356

HARPER, BRENDAN L;HARPER, TIFFANY L

3980 REBEL RD

LINDEN, NC 28356

HARPER, BRENDAN;HARPER, CAROL

3981 REBEL RD

LINDEN, NC 28356

HARPER, BRENDAN;HARPER, CAROL

3983 REBEL RD

LINDEN, NC 28356

HUBBARD, DIANNE MARIE

PO BOX 65

LINDEN, NC 28356

JORDY, DANNETTE GENELEE

3998 REBEL RD

LINDEN, NC 28356

JUHAOZ, MICHAEL

8065 CARLOS RD

LINDEN, NC 28356

MINTON, DENVER D

8481 CARLOS AVE

LINDEN, NC 28356

MULLINS, JENNIFER;WALLAR, WESLEY

8215 CARLOS ROAD

LINDEN, NC 28356

MUNOZ, LEONEL ROBERT;MUNOZ, DORIS JACKSON
3960 TOOT ST
LINDEN, NC 28356

POPE, AUDRA SIMMONS
2740 CHIMNEY POINT RD
LINDEN, NC 28356

RAINEY, MARK ANDREW
8540 DURANT NIXON RD
LINDEN, NC 28356

RAYNOR, LARRY CHRISTOPHER
4068 REBEL RD
LINDEN, NC 28356

RINGLED, LINDA DIANE
3931 REBEL RD
LINDEN, NC 28356

ROSAS-JIMENEZ, MYRIAM
4069 REBEL ROAD
LINDEN, NC 28356

WHITLEY, DAVID BRUCE;WHITLEY, MARY ELIZABETH
3972 REBEL ROAD
LINDEN, NC 28356

WAGNER, MICHAEL ANTONINO;FELDMAN, MICHELLE
LYNN
101 BAYOU COURT
RAEFORD, NC 28376

PIPER, DONALD PAUL
300 SWEETEN RIDGE LN
BEAUFORT, NC 28516

BAILEY, LUCINDA CAROL
709 COMPASS POINTE DR
N MYRTLE BEACH, SC 29582

ATTACHMENT -- APPLICATION



County of Cumberland

Planning & Inspections Department

CASE #: ZON-22-0067

PLANNING BOARD

MEETING DATE: _____

DATE APPLICATION

SUBMITTED: 8/16/22

RECEIPT #: _____

RECEIVED BY: CP

APPLICATION FOR CONDITIONAL ZONING DISTRICT REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

Upon receipt of this application (petition), the Planning and Inspections Staff will present to the Planning Board the application at a hearing. In accordance with state law and board's policy, a notice of the hearing will be mailed to the owners of the adjacent and surrounding properties, which may be affected by the proposed Conditional Zoning. In addition, a sign will be posted on the property.

The Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold the public hearing four weeks following the Planning Board meeting. The Conditional Zoning District is not effective until the request is heard and approval granted by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat,
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$ ~~7165~~ 1540 (See attached Fee Schedule)

NOTE: Any revisions, inaccuracies or errors to the application or site plan may cause the case to be delayed and will be scheduled for the next available Board meeting according to the Board's meeting schedule. Also, the application fee is *nonrefundable*.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan. For questions call (910) 678-7603 or (910) 678-7602. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Red Rock Materials, LLC. - Brian Raynor
2. Address: 2204 Bayview Drive, Fayetteville Zip Code 28305
3. Telephone: (Home) _____ (Work) (910) 824-1238
4. Location of Property: 8299 Carlos Road, Linden, NC 28356 (apprx.)
5. Parcel Identification Number (PIN #) of subject property: REID: 0573003160000
(also known as Tax ID Number or Property Tax ID) (pin not available GIS)
6. Acreage: 61.74 Frontage: 1000 FT Depth: 1940 FT MAX
both sides of road
7. Water Provider: private well Septage Provider: private septic
8. Deed Book 11468, Page(s) 0355, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Agriculture
10. Proposed use(s) of the property: Sand & Gravel Pit

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes _____ No X
12. Has a violation been issued on this property? Yes _____ No X
13. It is requested that the foregoing property be rezoned FROM: A1

TO: (Select one)

- X Conditional Zoning District, with an underlying zoning district of A1-CZ
(Article V)
- _____ Mixed Use District/Conditional Zoning District (Article VI)
- _____ Planned Neighborhood District/Conditional Zoning District (Article VII)
- _____ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.) The proposed use for the Conditional Zoning is for sand and gravel pit. The proposed project is for 61.7 ac site phases which will include an ultimate pit with a proposed plant site. The operation will employ 10 employees on one shift. The proposed operation will operate between the hours of 7 am to 6 pm Monday through Friday.

B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units. Parking - 1 space/employee x 10 = 10 spaces
Commercial Areas are all 4 phases
Pit Area = 29.8 ac
Plant Site = 3.1 ac
Berm Area = 4.84 ac
Buffer Area = 23.96 ac

2. DIMENSIONAL REQUIREMENTS:

A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks. Per M(P) District
Setbacks
Front = 100 ft from R/W
Side = 50
Rear = 50

B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.
1 space/300 sf or employee - 10 spaces proposed

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.
M(P) District

4. **LANDSCAPE AND BUFFER REQUIREMENTS:**

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.** Streetscape requirement - large shade tree at 50 ft spacing - 1000 ft streetscape requires 20 trees total. Existing trees along Durant Nixon Road to be used in lieu of new planting if they meet shade tree description/requirements.

Parking proposed/Required is 10 spaces - No landscaping required per Sec 1102N3.

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

Proposed buffer is to be 100 ft of undisturbed buffer in conjunction with 50ft x 6.3ft high vegetated berm for a total of 150 ft buffer from all R/W's and property boundaries.

5. **MISCELLANEOUS:**

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

Proposed site is to meet in addition to Cumberland County Zoning Ordinance the states NCDEQ Mine Permit and State Erosion Control standards and specifications along with any state and federal water protection requirements.

6. **SITE PLAN REQUIREMENTS:**

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Red Rock Materials, LLC. - Brian Raynor

NAME OF OWNER(S) (PRINT OR TYPE)

2204 Bayview Drive, Fayetteville, NC 28305

ADDRESS OF OWNER(S)

E-MAIL

HOME TELEPHONE (910)824-1238 WORK TELEPHONE

SIGNATURE OF OWNER(S) SIGNATURE OF OWNER(S)

Drafting and Design Services, Inc. - Michael Blakley

NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

6728 Carbonton Road, Sanford, NC 27330

ADDRESS OF AGENT, ATTORNEY, APPLICANT

HOME TELEPHONE (919) 499-8759 WORK TELEPHONE

draftinganddesign@gmail.com E-MAIL ADDRESS FAX NUMBER

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

ATTACHMENT- GROUNDWATER IMPACT STUDY



Groundwater Management Associates, Inc.
2205-A Candun Drive
Apex, NC 27523
Telephone 919-363-6310
www.gma-nc.com

March 6, 2023

Mr. Brian Raynor
Red Rock Materials, LLC
2204 Bayview Drive
Fayetteville, NC 28305
Phone: (910) 824-1238

Re: Hydrogeologic Evaluation of proposed Red Rock Mine,
8299 Carlos Road, Linden, Cumberland County, NC

Dear Mr. Raynor:

Groundwater Management Associates, Inc. (GMA) is pleased to provide you with this letter report describing the results of our hydrogeologic evaluation of the proposed Red Rock Mine located at 8299 Carlos Road, Linden, Cumberland County NC. This report describes the hydrogeology of the proposed mine area (Figure 1), and it describes the estimated impact of mining on groundwater resources in the area. GMA understands that Red Rock Materials LLC will develop a sand mine at this location. GMA understands that there are no boring data available for this site. Red Rock Materials has provided a draft mine plan document prepared by Drafting and Design Services Inc. (dated August 2021) for GMA to review.

Based on our discussions with Red Rock Materials, and our review of the draft mine plan by Drafting and Design Services (August 2021), GMA understands that sand at the mine will be removed from land surface (about 113 feet above sea level) to an elevation of about 95 feet above sea level. The plans show the water table should be encountered at an elevation of about 104 feet above mean sea level. Using these data, the mine excavation will extend up to 20 below land surface, and it may extend about 10 feet below the water table.

Site Overview

GMA focused our investigation on the approximately 61.7-acre site shown on the Red Rock Mine plans provided to GMA (Figure 2). The site is located on Carlos Road near Linden NC. Across Carlos Road from the Red Rock Mine is an active sand mine operated by American Materials. It is our understanding that the operation of the Red Rock Mine will be similar to the operation of the American Materials Mine.

An unnamed tributary to the Cape Fear River, located immediately west of the proposed mine site, flows toward the south-southwest. A ditch located along the southern border of the proposed mine property drains to the west to that unnamed stream. Across the unnamed stream to the west is Theresa Lake. Theresa Lake does not appear to have an outlet to the unnamed stream. The lake's shape suggests that the origin of this lake is the result of a past sand pit operation, thus the water level is expected to represent the water table.

Surrounding Theresa Lake is a residential community consisting of approximately 50 houses. Members of this neighborhood have voiced concerns about whether the sandpit will affect groundwater levels in their community, particularly the water levels in the residential wells and the water level of Theresa Lake.

Site Visit

GMA conducted a field visit on November 21, 2022. The water level of the unnamed creek located to the west of the site appeared to be less than 10 feet below the land surface of the fields on the proposed mine site. GMA conducted a reconnaissance by vehicle for residential water-supply wells in the area, and we noted there appears to be a residential well house at every structure within a 3,000-foot radius of the proposed mine site. A map has been prepared that shows the assumed locations of those nearby wells (Figure 3). Public water service does not appear to be available to the area.

While on site, GMA spoke to Ms. Hubbard, the resident of the house across the street from the American Materials mine and the previous owner of the land on which the proposed Red Rock Mine will be constructed. Ms. Hubbard said she hasn't had an issue with water availability from her well since the American Materials Mine opened. However, she thinks she has noticed that her water has a higher iron content than it used to have prior to the start of the American Materials operation. Ms. Hubbard indicated she thinks her well is less than 50 feet deep.

Soils

GMA reviewed the National Resource Conservation Service website soil survey report regarding the soils of Cumberland County (Web Soil Survey, National Cooperative Soil Survey, Natural Resources Conservation Service, Cumberland County, North Carolina, Version 24, September 8, 2022). The proposed Red Rock Mine site (Figure 4) is primarily comprised of Tarboro loamy sand (Ta) and Dogue fine sandy loam (Do). Both the American Materials mine operation north of the Red Rock Mine site, and the area surrounding Theresa Lake, are primarily composed of Tarboro loamy sand with some Craven loam (Cr). The Cape Fear loam (CF) separates the proposed mine area from Theresa Lake, corresponding to the location of the unnamed creek. A brief description of the different soils from the NRCS soil survey are summarized below:

Ta: Tarboro sandy loam generally forms ridges on stream terraces. The parent material for this soil is sandy fluviomarine deposits and/or alluvium. The soil profile is generally loamy sand shallow, grading downward to sand and then gravelly sand at depth of about 99 inches.

CF: Cape Fear loam generally occurs on flats and depressions. The parent material for this soil is clayey marine deposits and/or fluviomarine deposits over loamy and sandy fluviomarine deposits. The soil profile is generally loam, clay, and sandy clay loam to a depth of 52 inches, then sand to about 80 inches.

Cr: Craven loam generally forms ridges on marine terraces. The parent material for this soil is clayey marine deposits. The soil profile is generally fine sandy loam to about 80 inches, with clay from 9 inches to 54 inches.

Do: Dogue fine sandy loam generally forms flats on stream terraces and marine terraces. The parent material for this soil is old clayey alluvium derived from igneous and metamorphic rock. The soil profile is generally fine sandy loam to a depth of about 10 inches, then clay loam to a depth of about 80 inches.

Hydrogeology of the Area

GMA conducted a well records search for wells located within 3,000 feet of the proposed mine. GMA contacted North Carolina Department of Environmental Quality (NCDEQ) and Cumberland County Health Department for any available records. The data available on the NCDEQ website and County laserfische for each well include the site location and limited well construction information. Along with this information, GMA researched existing United States Geological Survey and North Carolina Geological survey publications (topographic maps, geologic maps, and special publications) that included geological data of interest for the proposed Red Rock Mine site.

While information was not available for all wells in the area, GMA was able to retrieve construction information for many wells, including lithologic descriptions prepared by the driller. GMA identified 32 different well records around the proposed Red Rock Mine site (Figure 5 and Table 1). Of the 32 wells, only four had depths less than 30 feet. The depth range for those shallow wells was from 19 feet to 27 feet, and the static water level in these wells ranged from 8 feet to 12 feet below the top of casing. These shallow wells can be problematic for well owners because of the limited available drawdown in the well. Well WSW26 is located in the Theresa Lake area. This well is 20 feet deep with a static water level of 8 feet below the top of casing. The remaining 28 wells had depths exceeding 200 feet. Well WSW2 is also in the Theresa Lake area. This well is 200 feet deep with a static water level of 20 feet below the top of casing.

Based on our research, GMA believes that the local sands being mined in the area (including those of the proposed Red Rock Mine) are fluvial deposits from the ancestral Cape Fear River. The old fluvial valley boundary occurs about 2 miles west-northwest of the site where there is a prominent ridge that rises to an elevation of about 205 ft MSL, and to the south-southeast of the site at the current location of the Cape Fear River.

The North Carolina Division of Water Resources (NCDWR) hydrogeologic framework places a bedrock elevation contour of approximately 0 ft Mean Sea Level (MSL) through the proposed Red Rock Mine site along Carlos Road. Land surface elevation at that location is about +113 feet above MSL, so if the wells in the area are deeper than 150 feet they are most likely open to bedrock. If wells are 30 feet to 150 feet deep, the wells are likely open to leaky sand and silt aquifer material as recorded in the driller's logs for the residential wells in the area. GMA interprets that lithology to be the Black Creek Aquifer. If wells are less than 30 feet deep, they are likely open to the Surficial Aquifer comprised mostly of sand and silty sand. There does appear to be a thin clay layer lying between the Surficial Aquifer and the Black Creek Aquifer. This clay extends laterally beneath the proposed mine site, Theresa Lake, and the unnamed stream between the two. As shown in a cross-section view (Figure 6), the vertical extent of those three features likely extends down to the clay layer. This clay layer will limit the vertical movement of groundwater down to deeper aquifers. Also, the Surficial Aquifer sand layer may, in effect, not be continuous between the proposed mine operation and the lake. The unnamed creek divides the Surficial Aquifer between those two areas and acts as a buffer to any impacts to the lake. As a result, the only potential impact on water availability or water quality would be to the unnamed stream. There should be no potential impact to deeper residential wells open to deeper aquifers.

Most of the groundwater movement is expected to be horizontal through the sand layers of the Surficial Aquifer. Under natural conditions, groundwater movement in the Surficial Aquifer is largely lateral from both the proposed mine location and Theresa Lake toward the unnamed stream, discharging to the stream.

The mining operation plans to remove about 10 feet of sand below the water table at the site. The operation intends to mine sand wet, and periodically use pumps to lower the water levels. During periodic periods of pumping, the groundwater flow gradient could change with water from the creek flowing to the mine, but the water level in the pit would have to be drawn down below the elevation of the creek. As the operation is mined wet, the removal of wet sand will be a withdrawal from the groundwater system. Water that previously occupied pore spaces in the pit area will be withdrawn, and the higher elevation groundwater outside of the pit boundary will flow into that newly created open space as groundwater discharge to the pit. Any water coloration (higher turbidity) resulting from mining in the pit will remain in the pit. The water level in the pit will be lower than the water level in unmined areas surrounding the pit, thus the pit becomes a groundwater discharge area. The only way groundwater will flow from

the pit will be if sufficient stormwater enters the pit to raise the elevation of the water table higher than the surrounding water table. If that happens, the higher turbidity water will be filtered through the sand aquifer before reaching the stream.

Proposed Mine Operations

GMA understands the sand will be mined wet when the pit extends below the water table. GMA understands from inspection of the draft mine plan document that any water pumped from a shallow pit will go to a sediment basin for infiltration to the shallow groundwater system, or to a previously mined sand basin. This water will infiltrate into the water table or ditch by infiltration through the sand of the Surficial Aquifer. The proposed location of the sediment basin is near the southern portion of the property close to an existing dug ditch that appears to drain to the unnamed creek located west of the proposed mine site. That ditch was dry during our site visit, but there was a pond on the property nearby that will be removed during mining.

GMA has reviewed permit information available on the NCDENR website for sand pits nearby. During mine reviews by the State, sediment basin issues and discharges to the canal/creeks adjacent to the sites were noted, and repairs to sediment control structures and methods were requested. There don't appear to have been complaints regarding groundwater issues. Our assumption is that the proposed Red Rock Mine will be operated in a similar fashion to those other sand mines, so that any future issues will revolve around sediment control structures and not groundwater withdrawals. Sediment control structures will have to be properly engineered, constructed, and maintained.

Conclusions

The neighbors around Theresa Lake have voiced concerns about potential changes to water quality, sediment, color, and lake levels. Most of these issues can be managed by the proper design/construction/maintenance of surface water sediment control structures. Available data indicate that groundwater withdrawals associated with the proposed sand mine will be minimal and should not affect lake levels of Theresa Lake. The Theresa Lake community reportedly has some residential water-supply wells shallower than 30 feet below land surface. Other residential wells are over 200 feet deep. Well depths provide a clue as to which aquifers they are tapping. The shallow wells are tapping the Surficial Aquifer composed of sand. This is the same aquifer that the proposed mine will operate in. The deeper wells tap into the basement rock or crystalline rock aquifer and will not be impacted by the mine operation.

The base of the unnamed creek located between the proposed mine and Theresa Lake likely extends down to the top of a clay layer that underlies the area. As a result, the Surficial Aquifer sand layer may, in effect, not be continuous between the proposed mine operation and the

lake. The unnamed creek acts as a hydraulic boundary that will mitigate impacts to the lake. Under natural conditions, groundwater movement in the Surficial Aquifer is largely lateral from both the proposed mine location and Theresa Lake toward the unnamed stream, discharging to the stream.

The mining operation plans to remove about 10 feet of sand below the water table at the site. The operation intends to mine sand wet, and periodically use pumps to lower the water levels. During periodic periods of pumping, the groundwater flow gradient could change with water from the creek flowing to the mine, but the water level in the pit would have to be drawn down below the elevation of the creek for that to occur. Since the same clay layer underlies both the creek and the pit, that is unlikely to happen.

As the operation is mined wet, the removal of wet sand will be a withdrawal from the groundwater system. Water that previously occupied pore spaces in the pit area will be withdrawn, and the higher elevation groundwater outside of the pit boundary will flow into that newly created open space as groundwater discharge to the pit. Likewise, any water coloration (higher turbidity) resulting from mining in the pit will also remain in the pit since the water level in the pit will be lower than the water level in unmined areas surrounding the pit. The only way groundwater will flow from the pit will be if sufficient stormwater enters the pit to raise the elevation of the water table higher than the surrounding water table. If that happens, the higher turbidity water will be filtered through the sand aquifer before reaching the stream.

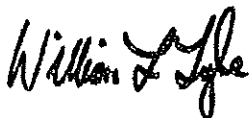
GMA expects that the level of Theresa Lake will be unaffected by the operation of the sand mine, and any of the water removed from the sand pit during operation will infiltrate back into the shallow groundwater system through the sediment basins and other sediment control structures connected to the ditch and the unnamed creek.

It is GMA's understanding that Ms. Hubbard, the resident of the house located at 8299 Carlos Road and previous owner of the land on which the proposed Red Rock Mine will be constructed, intends to live at that residence during mining. While Ms. Hubbard informed GMA she hasn't had an issue with water availability from her well since the American Materials Mine opened, the new mining operation will be much closer to her residence. Since her well is shallow it could have limited available drawdown. Therefore, her well could experience periods of lower water availability and nuisance water quality issues like higher iron during the mining operation.

GMA appreciates the opportunity to provide this report to you. If you have any questions, please feel free to contact me.

Best Regards,

Groundwater Management Associates, Inc.



William L. Lyke, P.E., P.G.
Senior Hydrogeologist

CC: James K. Holley, P.G. - GMA, Greenville
John J. Wise, P.E. - GMA, Apex

Attachments:

Figure 1: Site Location Map.

Figure 2: USGS Topographic Map.

Figure 4: Cumberland County Soil Map.

Figure 3: Assumed Residential Well Location Map.

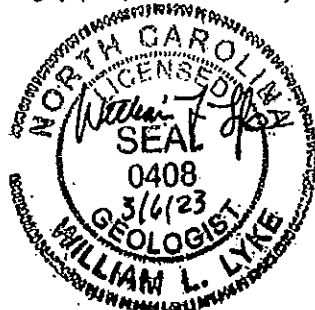
Figure 5: Identified Private Residential Water Supply Well Locations.

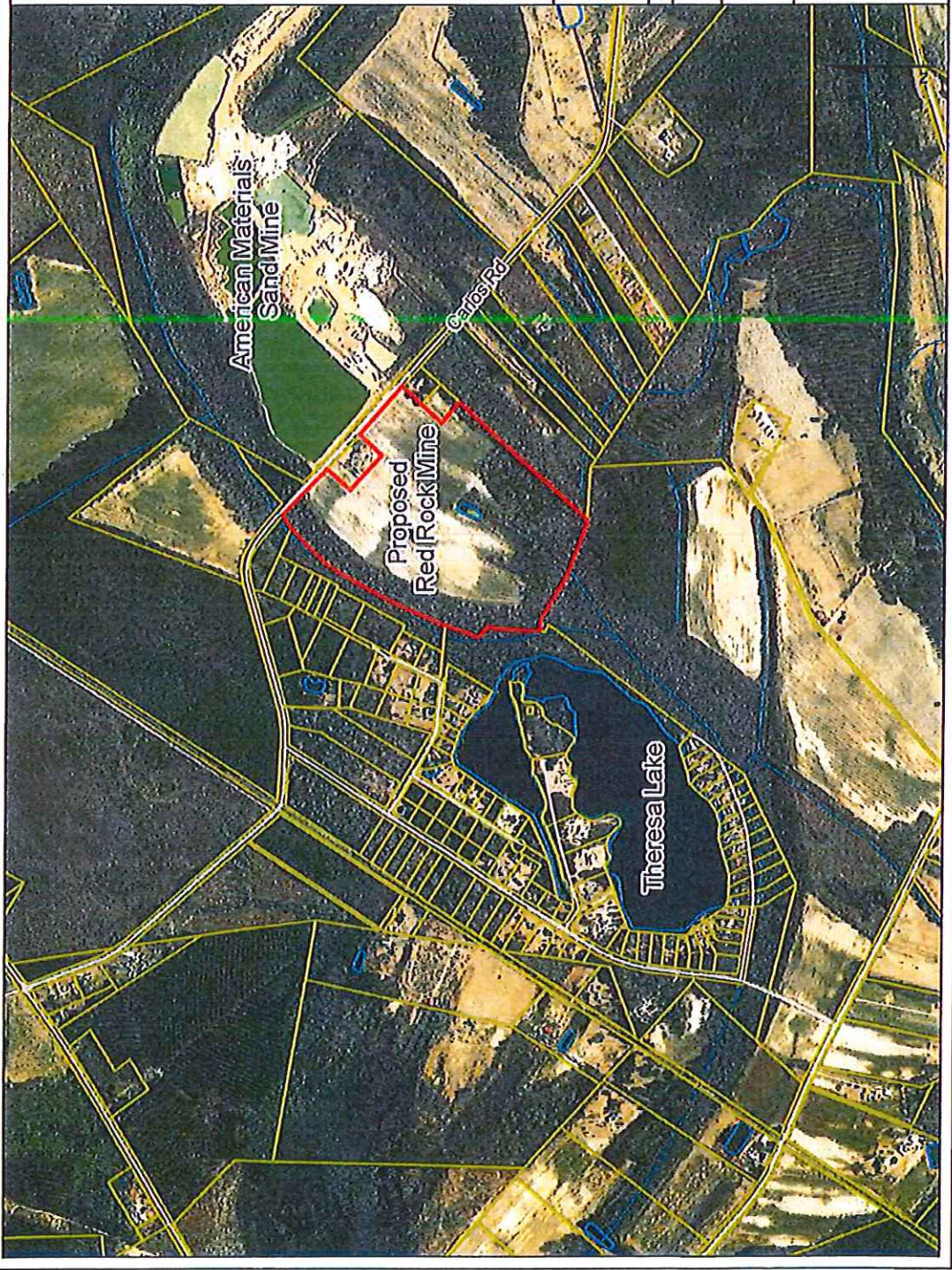
Figure 6: West-East Cross-Section

Table 1: List of Residential Water-Supply Wells

Report Certification

I, William L. Lyke, a Licensed Geologist for Groundwater Management Associates, Inc. (GMA), do certify that the information contained in this report is correct and accurate to the best of my knowledge. GMA is a professional corporation licensed to practice geology (Greenville and Apex, NC #C-121) and engineering (Apex, NC #C-0854) in the state of North Carolina.





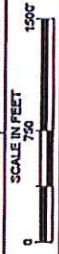
Legend

- Streets
- NC Rivers
- Site Property
- Parcels
- NC Lakes and Ponds

PROJECT: 167801

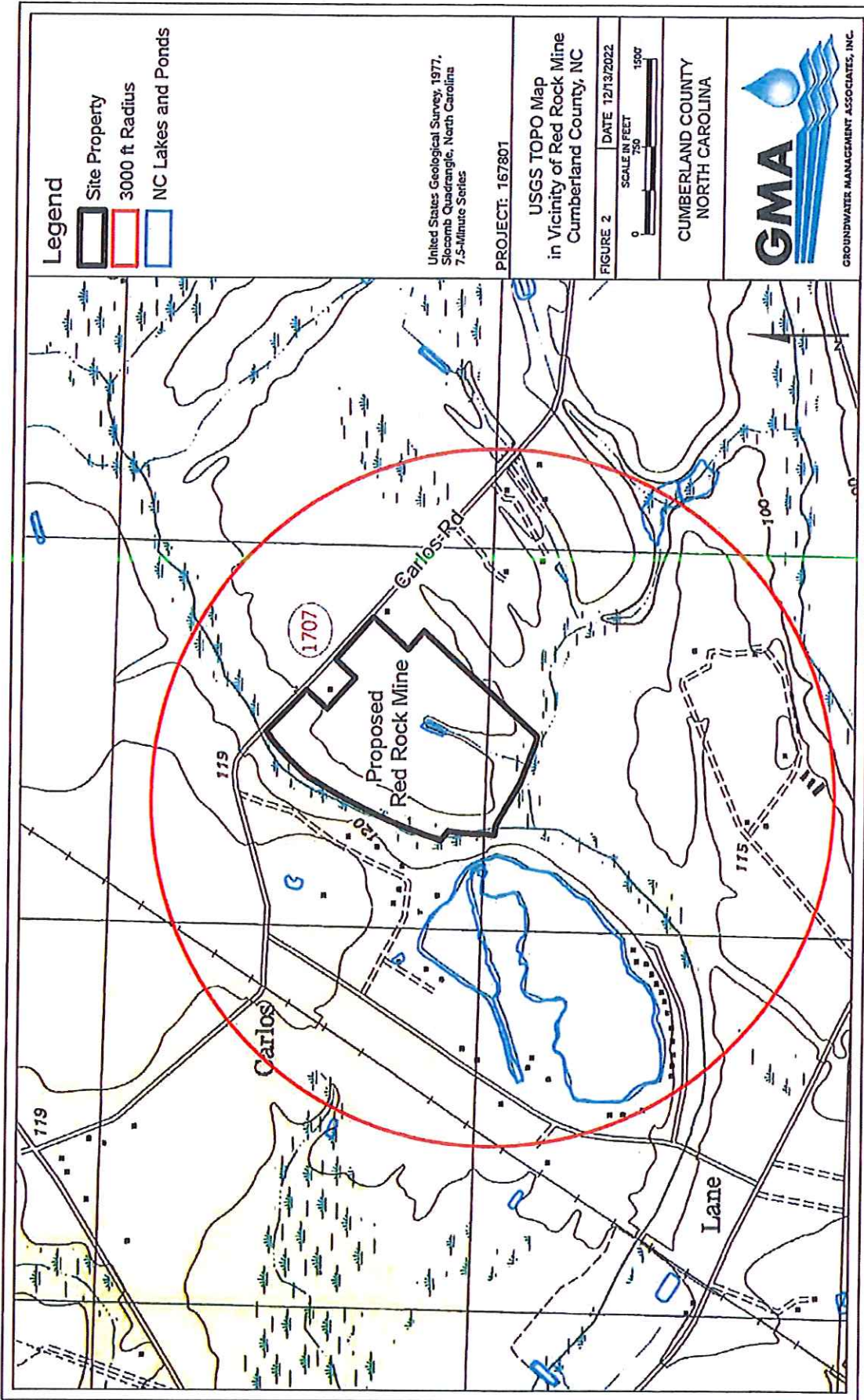
Site Map
Red Rock Mine
Cumberland County, NC

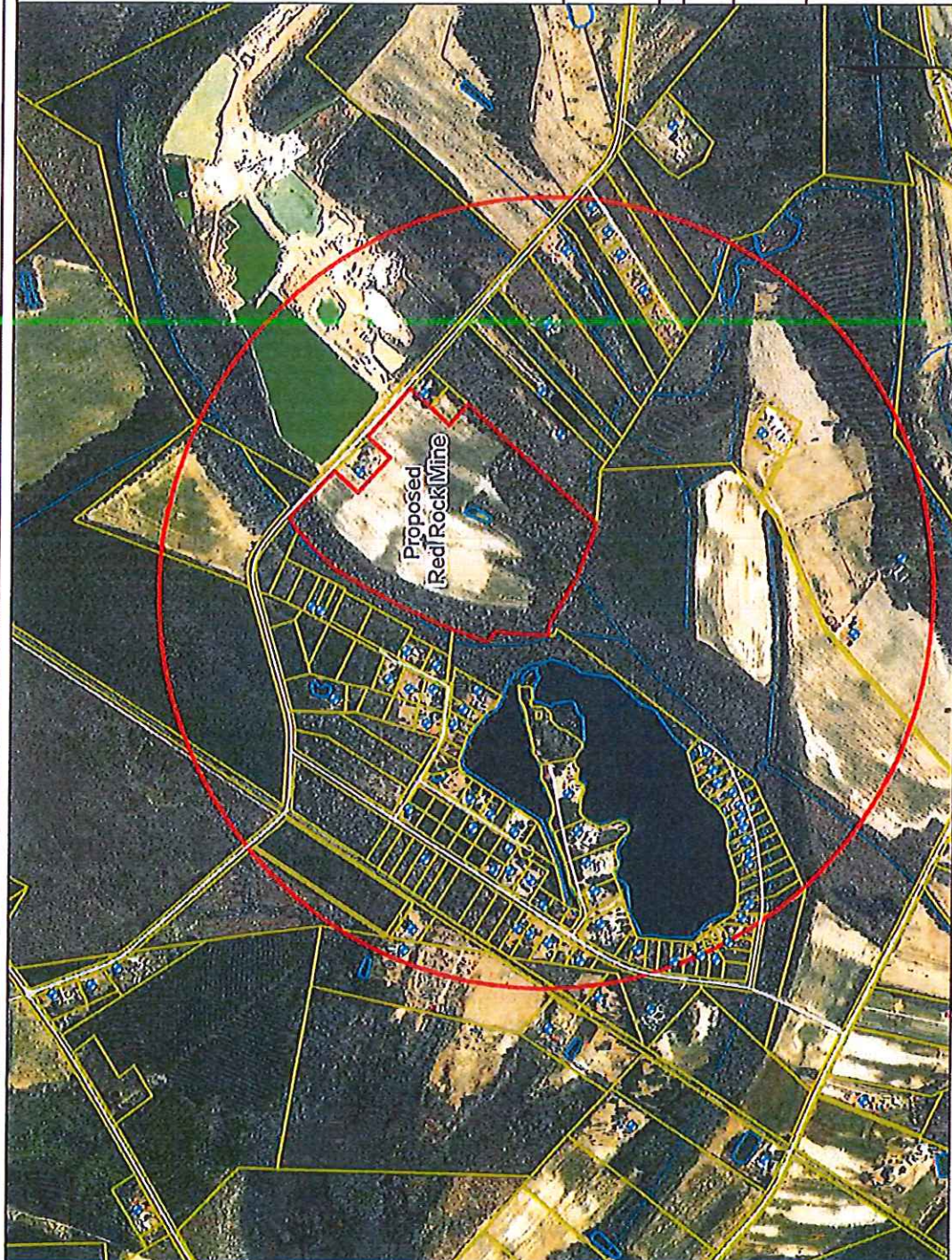
FIGURE 1 DATE 12/16/2022



CUMBERLAND COUNTY
NORTH CAROLINA







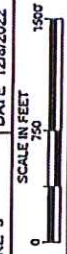
Legend

- Assumed Locations of Private Water-Supply Wells
- Streets
- NC Rivers
- Site Property
- 3000 ft Radius
- Parcels
- NC Lakes and Ponds

PROJECT: 167801

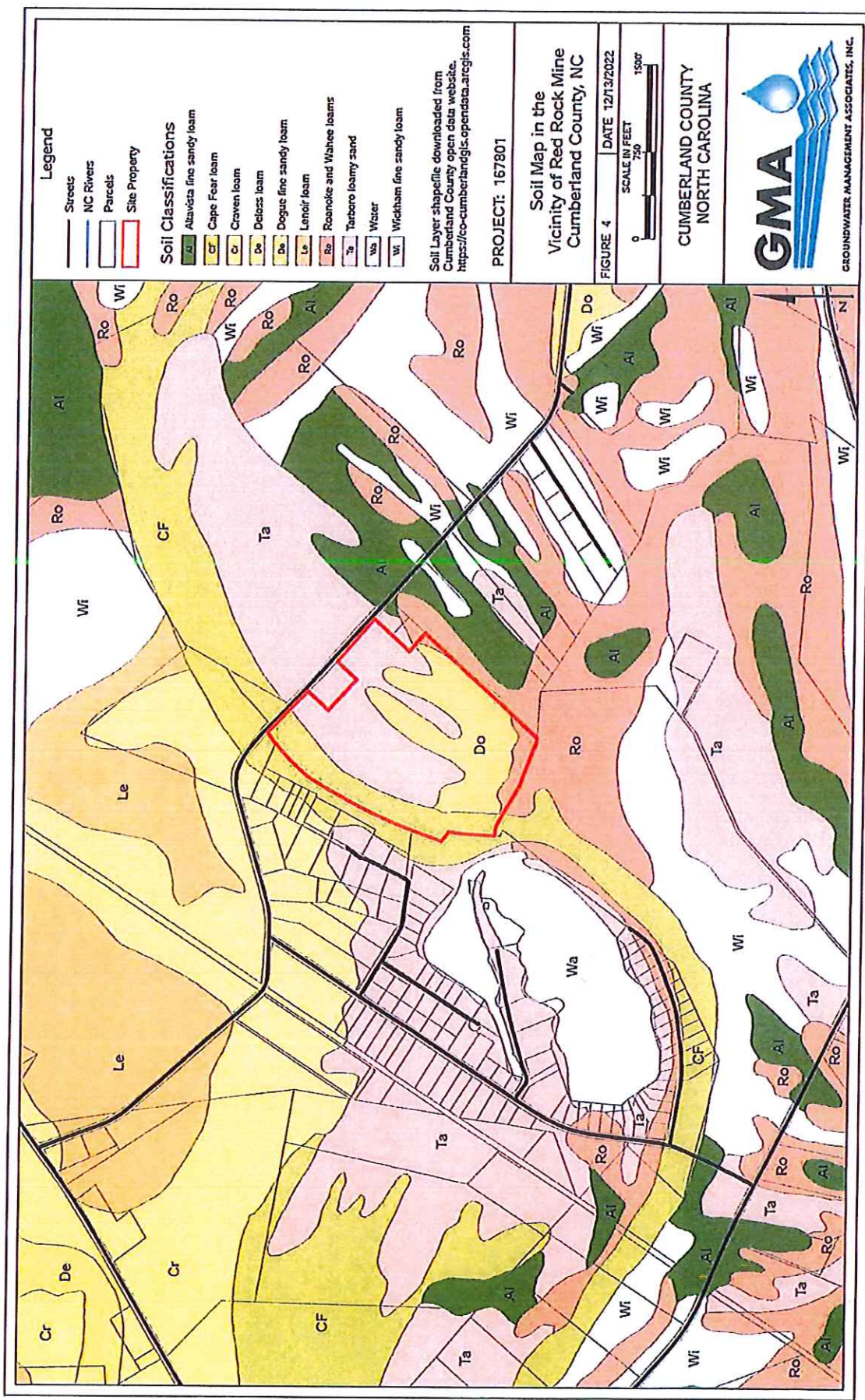
Private Water Supply Wells
in Vicinity of Red Rock Mine
Cumberland County, NC

FIGURE 3 DATE 12/8/2022



CUMBERLAND COUNTY
NORTH CAROLINA







Legend

- Private Water-Supply Wells
- Line of Cross Section
- Streets
- NC Rivers
- Site Property
- NC Lakes and Ponds

PROJECT: 167801

Private Water-Supply Wells
in the Vicinity of Red Rock Mine
Cumberland County, NC

FIGURE 5 DATE 1/11/2023

SCALE IN FEET
0 2500 5000

CUMBERLAND COUNTY
NORTH CAROLINA



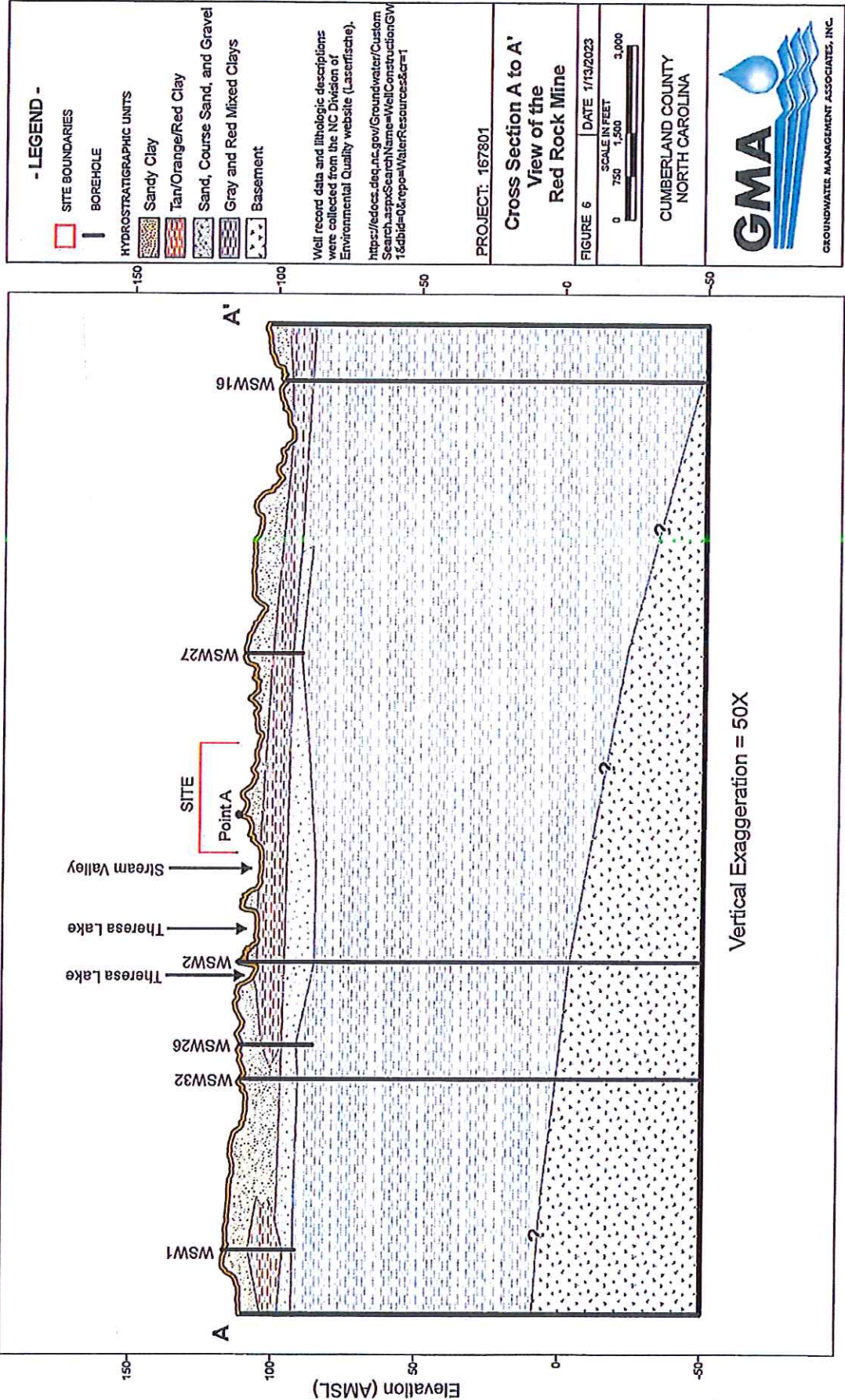


Table 1: List of Residential Water-Supply Wells
Red Rock Mine, Linden, NC

(page 1)

Well	PermitNum	Date	Contractor	CertNum	Owner	Address	Parcel_ID
WSW1	2020-1087	8/25/2020	Larry Williford Jr	2863-A	Dale Sherron	3674 McBryde Rd	563626857
WSW2	2020-1276	2/25/2021	Jonathan Kamionka	3465-A	L Robert Munoz	3960 Toot St	562893138
WSW3	2020-1192	3/25/2021	Jonathan Kamionka	3465-A	Precision Custom Homes	2995 Slocumb Rd	562856548
WSW4	2020-1366	3/3/2021	Jonathan Kamionka	3465-A	Gary Robinson Homes	9050 Hawkins Rd	573164543
WSW5	2020-1365	2/26/2021	Jonathan Kamionka	3465-A	Gary Robinson Homes	9058 Hawkins Rd	573163567
WSW6	2020-1313	9/24/2021	Jonathan Kamionka	3465-A	H&H Homes	9232 Giles Rd	563963813
WSW7	2020-1400	9/28/2021	Jonathan Kamionka	3465-A	H&H Homes	4265 McBryde Rd	563081212
WSW8	2020-1400	9/28/2021	Jonathan Kamionka	3465-A	H&H Homes	4253 McBryde Rd	563081212
WSW9	2020-1314	9/27/2021	Jonathan Kamionka	3465-A	H&H Homes	9210 Giles Rd	563985800
WSW10	643-2020	10/22/2021	Jonathan Kamionka	3465-A	Russell Gray	7060 Carowind Dr	562911758
WSW11	2021-1191	12/2/2021	Jonathan Kamionka	3465-A	Precision Custom Homes	3067 Slocumb Rd	562856548
WSW12	2020-1193	12/3/2021	Jonathan Kamionka	3465-A	Precision Custom Homes	3015 Slocumb Rd	562856548
WSW13	2020-1316	11/29/2021	Jonathan Kamionka	3465-A	H&H Homes	4265 McBryde Rd	573080150
WSW14	2020-1397	11/30/2021	Jonathan Kamionka	3465-A	H&H Homes	4231 McBryde Rd	563979950
WSW15	2019-1125	9/30/2019	Larry Williford Jr	2863-A	Brad Jack	9100 Hawkins Rd	573069811
WSW16	2015-866	8/28/2017	Larry Williford Jr	2863-A	Etta Whitehead	5 Colliers Chapel Church	572666933
WSW17	2020-1191	5/25/2021	Jonathan Kamionka	3465-A	Precision Custom Homes	2965 Slocumb Rd	562856548
WSW18	2020-1363	6/10/2021	Jonathan Kamionka	3465-A	Benjamin Stout Real Estate	9074 Hawkins Rd	573162606
WSW19	2020-1362	6/15/2021	Jonathan Kamionka	3465-A	Benjamin Stout Real Estate	9082 Hawkins Rd	573161721
WSW20	2020-1315	5/28/2021	Jonathan Kamionka	3465-A	H&H Homes	4181 McBryde Rd	563977447
WSW21	2020-1317	5/26/2021	Jonathan Kamionka	3465-A	H&H Homes	4191 McBryde Rd	563977586
WSW22	2020-1399	6/17/2021	Jonathan Kamionka	3465-A	H&H Homes	4211 McBryde Rd	563978763
WSW23	2020-1396	6/16/2021	Jonathan Kamionka	3465-A	H&H Homes	4221 McBryde Rd	563964986
WSW24	2020-1398	5/29/2021	Jonathan Kamionka	3465-A	H&H Homes	4201 McBryde Rd	563978624
WSW25	2020-1364	6/15/2021	Jonathan Kamionka	3465-A	Benjamin Stout Real Estate	9066 Hawkins Rd	573162661
WSW26	1463-2020	11/3/2021	Larry Williford Jr	2863-A	Adam Robertson	3909 Rebel Rd	563805812
WSW27	2007-1300	10/8/2021	Larry Williford Jr	2863-A	J. Michael Hair	6301 Brandon Tyler Ln	572282770
WSW28	2021-194	9/27/2022	Jonathan Kamionka	3465-A	Southeastern Construction	993 Palestine Rd	553439019
WSW29	2021-00088	9/23/2022	Jonathan Kamionka	3465-A	Southeastern Construction	943 Palestine Rd	553434885
WSW30	2021-642	9/26/2022	Jonathan Kamionka	3465-A	Southeastern Construction	983 Palestine Rd	553438024
WSW31	2021-00089	9/24/2022	Jonathan Kamionka	3465-A	Southeastern Construction	973 Palestine Rd	553437030
WSW32	2022-55	7/1/2022	Jonathan Kamionka	3465-A	Jason Brown	7855 Lucinda Ln	583708319

Table 1: List of Residential Water-Supply Wells (continued)

Red Rock Mine, Linden, NC

(page 2)

Well	PermitNum	Lat	Long	Depth	Static_WL	BH_Diam	Method	Yield
WSW1	2020-1087	35.214351	-78.777384	24	8	6	mud rotary	10
WSW2	2020-1276	35.203797	-78.771367	200	20	6	air & mud rotary	20+
WSW3	2020-1192	35.189939	-78.783174	218		6	air & mud rotary	10
WSW4	2020-1366	35.223339	-78.761112	260	20	6	air & mud rotary	10
WSW5	2020-1365	35.223468	-78.761613	260	20	6	air & mud rotary	15
WSW6	2020-1313	35.225019	-78.767688	220		6	air rotary	20
WSW7	2020-1400	35.2298064	-78.7647547	240		10	air rotary	20
WSW8	2020-1400	35.229457	-78.7649598	240		6	air rotary	20
WSW9	2020-1314	35.224785	-78.766847	220		6	air rotary	20
WSW10	643-2020	35.1848952	-78.7667077	240	52	6	air rotary	20
WSW11	2021-1191	35.1883877	-78.7805083	240		6	air rotary	10
WSW12	2020-1193	35.1883857	-78.7805063	300		6	air rotary	10
WSW13	2020-1316	35.2298064	-78.7647547	220		6	air rotary	40
WSW14	2020-1397	35.2288165	-78.7633358	220		6	air rotary	15
WSW15	2019-1125	35.224286	-78.762948	27	11	6	mud rotary	20
WSW16	2015-866	35.197669	-78.743602	224	51	10	air & mud rotary	12
WSW17	2020-1191	35.19149	-78.772717	240		6	air & mud rotary	10
WSW18	2020-1363	35.223982	-78.76179	260		6	air & mud rotary	20
WSW19	2020-1362	35.224048	-78.762233	230		6	air & mud rotary	20+
WSW20	2020-1315	35.226274	-78.765886	200		6	mud rotary	30+
WSW21	2020-1317	35.226648	-78.765661	260		6	mud rotary	20+
WSW22	2020-1399	35.227108	-78.765365	200		6	mud rotary	20
WSW23	2020-1396	35.227193	-78.765322	200		6	mud rotary	20+
WSW24	2020-1398	35.226721	-78.765621	260		6	mud rotary	20
WSW25	2020-1364	35.223945	-78.761419	240		50	air & mud rotary	30
WSW26	1463-2020	35.207691	-78.771115	25	8	8	mud rotary	5
WSW27	2007-1300	35.202056	-78.758332	19	12	6	mud rotary	8
WSW28	2021-194	35.2134177	-78.8175736	360		6	air rotary	5
WSW29	2021-00088	35.213433	-78.817507	320		6	air rotary	30
WSW30	2021-642	35.2138577	-78.8162121	340		6	air rotary	8
WSW31	2021-00089	35.213882	-78.816376	400		6	air rotary	2
WSW32	2022-55	35.207116	-78.772962	240	35	6	air rotary	30

ATTACHMENT- MINUTES FROM THE 9/20/22 JOINT PLANNING BOARD

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Cumberland County Joint Planning Board

In Case ZON-22-0064 Mr. Williams made a motion, seconded by Mr. Baker to defer this case to give the applicant an opportunity to work with staff on a conditional zoning request. Unanimous approval.

- F. ZON-22-0067: Rezoning from A1 Agricultural District to A1/CZ Agricultural Conditional Zoning District or to a more restrictive zoning district for 62.55 +/- acres; located at 8299 Carlos Road; submitted by Michael Blakely (applicant) on behalf of Red Rock Materials, LLC (owner).

Mrs. Garcia presented the case information and photos.

In Case ZON-22-0067, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1 Agricultural District/Conditional Zoning. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Moon advised the board that the request also included the triangular portion of the property on the north side of Carlos Road, and the conditional zoning site plan does not include it and it will be left undeveloped according to the condition sheet.

Mrs. Garcia also added that the applicant and the agent have approved the conditions presented by staff.

Public meeting opened.

Mr. Blakely spoke in favor. Mr. Blakely asked if the opposition could be heard first, and he would speak after and address their concerns.

Mr. Jason Thompson, Lake Teresa HOA president, was signed up to speak in opposition and stated that he represented a majority of the property owners on Lake Teresa as they are members of the Homeowners Association, and he would like to speak on behalf of them and the one's signed up to speak.

Mr. Thompson presented the Board with a pamphlet on Lake Teresa, that also included the community's concerns about the request. The concerns are with noise, how the quarry will affect the well water and water levels, the heavy traffic from trucks, dust from the mines and the air quality, and effects on property values. Mr. Thompson stated that he had a petition from forty of the residents who were not present at the meeting who are in opposition to the request.

Mrs. Leslie Finley spoke in opposition. Mrs. Finley stated that she was concerned about noise and aquifer depletion and asked that a study be done on how this proposed use could affect lake levels.

Mrs. Tina Minten spoke in opposition. Mrs. Minten's concerns are with the water levels. She stated that they have a shallow well and have never had trouble with their well until the mining across the road began and now they have trouble with their well going dry and agrees with studies being done on the effects this could have. Mrs. Minten also has concerns with the increased traffic and the noise.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Cumberland County Joint Planning Board

Mr. Blakely spoke in favor. Mr. Blakely described the property and stated that the tree lines will remain in place to provide buffering and talked about the additional buffering that they will have in place. There are two residents who are immediately adjacent to the site who were not present at the meeting because they went over how they were going to screen and buffer them on all three sides. They are providing as much buffering as possible. In conjunction with that, they don't feel that the use is obtrusive. It has been a mining community for fifty or sixty years and there is an active mine across the road that is the same type of operation. Mr. Blakely addressed the concern about the water and indicated that the staff report has aerial photos of the mine there now that is actively mining beside adjacent pits that are full of water. A pit is essentially an open well and you can see that the water table is not affected by the mining activities. As far as pavement, they will submit to the Department of Transportation (DOT) for a driveway permit and there will be a DOT study for any pavement improvements, turn lanes, any requirements that they would be subject to. The State Mining Permit and Air Quality has extensive rules that they regulate, and anyone can call and speak to a State Representative if they feel like there hasn't been dust suppression. Mr. Blakely addressed the dump truck issue and said that there wasn't enough distance for the dump trucks to build up too much speed to be harmful, and they must be coming from a different location, not necessarily from the existing mine.

Mr. Lloyd commented on the trucks speeding through the community and stated that they were probably trucks coming back from somewhere. Secondly Mr. Lloyd was wondering how the air quality is affected by the existing mine now and went on to ask about the pumps going at night and where they were pumping to.

Mr. Blakely said they pump for about a week and that will last long enough for them to mine for a couple of weeks. It's not continuous, what they do is excavate enough material to sell for two to three months in a few weeks. Mr. Blakely said it's intermittent, it's not a continuous operation. It is discharged into the existing sediment basins on site, which is required.

Mr. Burton asked what depth they were going in the pit.

Mr. Blakely said that he thought the average was twenty-five to thirty feet. As a requirement of the quarry, we must keep an average of five feet.

Mr. Brian Raynor spoke in favor. Mr. Raynor stated that his intention is to mine this material for their own use. They will be using this material to supply plant and job needs.

Mrs. Moody asked about studies being done.

Mr. Raynor said studies have not been done at this time, but we will meet all local, state, and federal guidelines.

Public meeting closed.

In Case ZON-22-0067 Mr. Walters made a motion, seconded by Mrs. Moody to deny the request for rezoning from A1 Agricultural District to A1 Agricultural District/Conditional Zoning. The Board finds that the request is not in harmony with surrounding land use

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Cumberland County Joint Planning Board

activities due to public safety concerns of expanding mining operations in the area. Motion for denial passed 6-1 with Mr. Williams voting in opposition to the denial.

- G. ZON-22-0065: Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for 1.00 +/- acres; located at 3698 South River School Road; submitted by Daniel Antonio José (applicant/owner).

Mrs. Greer presented the case information and photos.

In Case ZON-22-0065, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the Bethany Land Use Plan which calls for "Rural" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Howard advised the Board that the applicant was not present and there were people signed up to speak in opposition.

Public meeting opened.

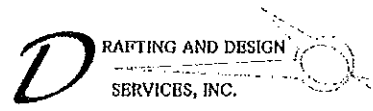
Mr. Stephen Bullard spoke in opposition. Mr. Bullard said that there is no R40 close to the subject property. It is not in harmony with the area.

Ms. Robin Bridges spoke in opposition. Ms. Bridges stated that appropriate notice was not given there were people who did not receive letters. Ms. Bridges quoted a portion of the Bethany Land Use Plan that says to preserving the rural character, minimizing any obstruction. The applicant has a barn on the property, he raises chickens and sells eggs. He has farm animals. Ms. Bridges went on to say that A1 is appropriate for a farming area. Ms. Bridges went on to say that the Land Use Plan is not even a year old and we are already having this discussion and staff is recommending it. Changing the zoning in this case is not the answer.

Public meeting closed.

Mr. Howard said that staff looked at it and noted that the plan calls for R40 being a suitable district for this area if additional development standards are in place. In this particular case, the property is already an existing lot of record at an acre and couldn't be subdivided any further, regardless if the district was A1 or R40. There is already a home on the site which is a mobile home. R40 does not allow mobile homes and the applicant has indicated a desire to construct a stick-built home on the site which would be considered a higher development standard, per the plan policies. The setbacks for the existing A1 would make building a stick-built home on that property very restrictive or difficult to obtain building permits because of the size of the existing property relative to the required A1 setbacks, which are intended for 2 acre lots. If R40 were approved, the applicant could make use of suitable setbacks for an acre lot, and it could help in obtaining bank financing for construction now that his lot is in direct conformance with the zoning standards.

ATTACHMENT- APPLICANT'S PROJECT UPDATE LETTER



6728 Carbonton Road
Sanford, NC 27330
(919) 499-8759

April 11, 2023

Ms. Alyssa Garcia
Cumberland County
Planning Department
130 Gillespie Street
Fayetteville, NC 28301

Reference: Red Rock Materials Conditional Zoning Request – ZON-22-0067

Dear Ms. Garcia;

Please consider the proposed burden of proof for the request to take the above referenced project back to the Planning Board for re-consideration.

The above referenced project was presented to the County Planning Board on September 20, 2022 and the Planning Board voted for a recommendation of denial to the County Commissioners. During that meeting the adjoining neighbors expressed concerns they had about the proposed Site Use and how they believed they would be affected.

The concerns presented by the neighbors are listed below with mitigation actions presented by Mr. Raynor (owner/developer).

- Mining Noise
- Well Water Levels
- Truck Traffic
- Dust and Air Quality
- Property Values

Neighbors concern about Mining Noise. The proposed site will operate Monday-Friday 7 am to 6 pm. All equipment will be equipped with muffled backup alarms (duck, white noise, etc.). The site is completely surrounded by a 6 ft high earthen berm with a double row of evergreen trees staggered in two rows at 25 ft spacing. Per the NCDEMLR mine permit all site noise shall be less than 40 decibels at the property line. In comparison ASHATTO regulations for major highways that requires noise barriers is 70-80 decibels.

Neighbors concern about Well Water Levels. In response to the water level concerns about the well water levels and the lake levels Groundwater Management Associates, Inc. (GMA) was contracted to prepare an analysis of the current well and groundwater elevations and provide a conclusion on any possible effects the Mining will have on them. The report concluded that there were 32 wells within 3,000 feet of the pit and that only 4 of the wells had a depth less than 30 ft. These shallow wells are within in the same aquifer as the proposed mine. However, the aquifer is separated by the unnamed stream between the proposed mine and the shallow wells. Per the report the clay layer in the stream would

provide separation of the aquifers. CMA analysis of the ground water has determined no affect on the groundwater due to the proposed mining. Please refer to the full report.

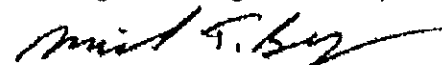
Neighbors concern about Truck Traffic. It was stated in the meeting that there was concern over increased traffic. The Traffic increase on NCDOT roads will be governed by NCDOT driveway permit. With the submittal of the driveway permit which is required for the site. NCDOT will analyze the anticipated trips per day and determine if any mitigation (turn lanes, signage, speed reduction) is required on the existing NCDOT road. Based on a preliminary analysis of Carlos Road the 2021 AADT is 110 trips per day (includes American Materials Mine trips). The Existing Road section for Carlos Road is 22 ft which will support 10,000 trips per day at full capacity. The proposed mine will be adding an average of 50 trips per day at peak which will compute to 160 trips per day at full buildout. The American Materials mine has less than 5 years of material left and the proposed Red Rock Mine will not be in operation until 2024. There will be a 4 year overlap in the two mine sites which with both sites in operation the capacity on Carlos Road is not exceeded.

Neighbors concern about Dust and Air Quality. Per the NCDEMLR Mine permit the permitted mining operation shall submit an Air Quality permit that governs the air quality and emissions for the operation. This state permit regulates the type of petroleum based engines onsite emissions emmifance and allowable levels. The permit also regulates mined material in the air in the form of dust and sets healthy levels for the operation workers and adjacent properties. These levels are monitored and annual site checks by the State Department of Air Quality agency. All mining will be wet material and were material and haul roads are dry periodic wetting of the roads will be applied throughout the mining process on each day of operation.

Neighbors concern about Property Values. Through evaluation of tax records and sales in the proposed project area there has not been a decrease in land values per taxes and recent sales. Based on this observation that a current active mine and other active/closed mines in the community for the past 50-60 years have not de-valued the adjacent properties indicates that the proposed site would not have an impact on property values.

If you have any questions or additional comments please feel free to contact me at your earliest convenience.

Sincerely,
Drafting and Design Services, Inc.



Michael Thomas Blakley

THANK YOU for your submission!

Your notice has been submitted for publication. Below is a confirmation of your order. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
LWLM0011591
Order Status:
Submitted
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
126.48
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7610
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning, Laverne

TRANSACTION REPORT

Date
May 30, 2023 3:46:30 PM EDT
Amount:
126.48

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00115910

June 5, 2023

PREVIEW FOR AD NUMBER LWLM00115910

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 19, 2023 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

Street Naming Case -
SN0501: Renaming a portion of Braxton Rd. to PBar Ln.

ZON-22-0067: Rezoning from A1 Agricultural Dis. to A1/CZ Agricultural Conditional Zoning Dis. or a more restrictive zoning dis., 62.55 +/- ac.; located generally south of Carlos Rd. and east of Rebel Rd; Michael Blakely (applicant), Red Rock Materials, LLC (owner)

Publication Dates L00000000

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Fayetteville Observer
June 12, 2023
Fayetteville Observer

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AMERICAN RESCUE PLAN

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 6/6/2023

SUBJECT: CONSIDERATION OF ARP COMMITTEE RECOMMENDATIONS

BACKGROUND

The American Rescue Plan Committee met on June 6, 2023. The committee recommended the following items be placed on the June 19, 2023 agenda as Items of Business:

- (1) Consideration of Revision to Policy No. 10-2.9: Small Business Economic Assistance
- (2) Consideration of Nonprofit Funding Recommendations

RECOMMENDATION / PROPOSED ACTION

Approval of the ARP Committee's recommendations.

ATTACHMENTS:

Description	Type
Revision to Policy No. 10-2.9: Small Business Economic Assistance	Backup Material
Nonprofit Funding Recommendations	Backup Material

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE B. VAUGHT, CHIEF OF STAFF

DATE: JUNE 6, 2023

SUBJECT: CONSIDERATION OF REVISION TO POLICY NO. 10-2.9: SMALL BUSINESS ECONOMIC ASSISTANCE

BACKGROUND

At the January 11, 2022, American Rescue Plan Committee meeting, the Committee directed staff to present their recommendation to adopt Policy No. 10-2.9: Small Business Economic Assistance at the Board of Commissioners regular meeting on January 18, 2022. Subsequently, the policy was adopted as the official authority and guidance for administering the County's ARP Small Business Economic Assistance Program.

However, at the time of adoption, the US Treasury had not yet finalized the American Rescue Plan's Final Rule. Therefore, the Interim Final Rule was utilized as a reference during the drafting process of Policy No. 10-2.9. Although the Interim Final Rule provided valuable guidance, it is imperative that we now revisit and update the policy to accurately reflect the changes introduced by the Final Rule and guidance provided from County partners.

The US Treasury's Final Rule outlines modifications to the American Rescue Plan, which have implications for the County's Small Business Economic Assistance Program. These updates include revised eligibility criteria, updated funding allocation guidelines, and revised reporting requirements.

To ensure the continued effectiveness and compliance of our program, it is essential that we update Policy No. 10-2.9. By doing so, we will be able to provide accurate and up-to-date information to our small business community, streamline the application process, and optimize the utilization of the American Rescue Plan funds.

RECOMMENDATION / PROPOSED ACTION

Approve the recommended revisions to Policy No. 10-2.9: Small Business Economic Assistance

The following policy was approved at the January 18, 2022, Board of Commissioner's meeting.

Cumberland County Section

I – Board Approved Policies

Subsection 10: American Rescue Plan Act of 2021

Policy No. 10-2.9: Small Business Economic Assistance

1.0 PURPOSE

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

2.0 SCOPE

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

As defined in the federal guidance in the CSLFRF Final Rule, Funds may be used for the following: For the purposes of this program applicants are permitted to request funds to be reimbursed for:

- Payroll, which includes wages, benefits, and associated payroll taxes; and
- Occupancy, which includes rental lease payments, mortgages (for business property), and utilities;
- Rent;
- Costs associated with mitigation or prevention of COVID-19 such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs;
- Technical assistance, counseling, or other services to assist with business planning needs; and
- Other operating costs as a result of the public health emergency and measures taken to contain the spread of the coronavirus.

Funding for activities will be approved based on the business needs on or after The business must have been in operation on or before March 3, 2021.

Funds under this Program may not be used ~~to:for any purpose other than reimbursement of payroll and occupancy expenses.~~

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

3.0 STATEMENT OF THE POLICY

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

~~(a) Employ low to moderate income individuals, being those full-time equivalent positions paying less than or equal to \$37,350;~~

~~(a)~~

~~1. The business must be located in a Qualified Census Tract (QCT) or employing individuals (at least 51% of total employees) with a household income at or below the income limits established in Appendix A;~~

~~2.(b) The business must~~ possess the capacity to be successful with the use of the ARPA/CSLFRF program funds;

~~3. If the business is a sole proprietorship or a partnership, each person owning an interest in the business must be at least 18 years old;~~

~~(c) The business must~~ have a valid tax identification number (EIN) or Social Security Number (SSN) for sole proprietor~~consisting of the owner's social security number, if the business is a sole proprietorship or Federal Employer Identification Number, if the business is other than a sole proprietorship; a State Employer Number; and a business bank account in the name of the business;~~

~~4. Be registered and in good standing with the North Carolina Secretary of State i~~

~~(d) If the business is a corporation, limited liability company or limited partnership, it must be registered in good standing with the North Carolina Secretary of State;~~

~~5.—~~

~~(e) The business must not currently be in bankruptcy; if the business is a sole proprietorship or a partnership no person owning an interest in the business may currently be in bankruptcy;~~

~~6.—be~~

~~(f) The business is~~ current with property taxes and any fees that are collected with property taxes, or has a payment plan in place with the tax administrator~~collector; and~~

~~7.—maintain a policy of~~

~~(g) Business will have general liability insurance in policy with sufficient coverage in place at the time the assistance is received with at least as much coverage as the amount of funding received from the program;-~~

~~(h) comply with Cumberland County Policy No. 3-11: Conflict of Interest;~~

~~(i) have employees with wages reported with a W-2 or Form 1040 Schedule C for sole proprietors; and~~

~~8.(j) maintain employment of at least one full-time equivalent low to moderate income employee for one year after the first receipt of assistance under the program.~~

~~Certain business types are ineligible to apply. This includes but not limited to:~~

~~Businesses owned in part or fully by Cumberland County employees, commissioners, or their family members.~~

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

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

- ~~b. Business was in operation on or before March 3, 2021 and is currently still in operation.~~
- ~~c. Businesses must commit to retaining a minimum of one (1) employee for one year after the receipt of the assistance, owners of sole proprietorships meet the definition of one (1) employee; and~~
- ~~d. At least 51% of the retained jobs must be held by employees who reside in low-to-moderate income (LMI) households or Qualified Census Tracts, as determined by a self-verification of household income and/or address.~~

4.0 IMPLEMENTATION

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

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

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

- ~~• 31 CFR 35, Coronavirus State and Local Fiscal Recovery Funds Interim Rule~~
- ~~• 31 CFR 35, Coronavirus State and Local Fiscal Recovery Funds Final Rule~~
- ~~• 2021 HUD Income Limits, Appendix A~~

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS
FROM: TYE B. VAUGHT, CHIEF OF STAFF
DATE: JUNE 6, 2023
SUBJECT: CONSIDERATION OF NONPROFIT FUNDING RECOMMENDATIONS

BACKGROUND

Staff has reviewed applications from nonprofit organizations seeking financial assistance from the COVID-19 Assistance to Nonprofits Program. Staff has verified each applicant's eligibility to receive funding based on their public purpose and fiscal responsibility and is pleased to recommend approval for funding in FY2024.

Sixteen (16) additional nonprofits have been recommended for funding adding to the twenty-three (23) previously approved. These organizations serve a variety of public purposes, including providing health services, community development, youth development and education, and fire emergency services.

Each application was thoroughly evaluated, and staff determined that all recommended applicants possess the necessary capacity to use the funding in a fiscally responsible manner while fulfilling their public purpose.

The ARP Committee's recommendations total \$579,725 and are contingent upon the successful execution of a contract with the County. If approved for funding by the Board of Commissioners, each nonprofit organization approved will receive a conditional award letter.

RECOMMENDATION / PROPOSED ACTION

Approve the ARP Committee's Nonprofit Funding Recommendations

Non-Profit Funding Recommendations

1. Arts Council of Fayetteville/Cumberland County

The Arts Council of Fayetteville/Cumberland County (Arts Council) supports creativity, cultural preservation, and economic development through the arts. It serves as the primary steward of public and private funding for arts in the Cape Fear Region. With over 40 years of experience, the Arts Council awards over \$1.1M in grants annually to artists and organizations. Their grantmaking programs, including Mini Grants, have grown significantly, addressing the needs of individual artists during the pandemic. The Arts Council's Grants and Finance Departments provide oversight, working closely with artists, and bringing over 30 years of collective grantmaking experience. The Arts Council plays a vital role in supporting and promoting the arts in the community.

Requested: \$50,000

Recommended: \$50,000

2. Cape Fear Botanical Garden

Cape Fear Botanical Garden (CFBG) is dedicated to transforming people's relationships with plants and nature. It serves as a cultural and educational hub in Cumberland County, offering guided tours, field trips, and camps that align with educational standards. With its 80-acre campus along the Cape Fear River, CFBG acts as an environmental education center and living laboratory, showcasing indigenous plants and curated collections. In the past year, CFBG has seen increased attendance in educational programs, serving over 7,300 participants, including children and adults. Through partnerships with Title 1 schools, CFBG has expanded its outreach to over 2,000 children, providing art and science learning experiences. Additionally, CFBG has developed technology-integrated environmental education programs, allowing students to explore topics such as renewable energy and water quality.

Requested: \$49,977

Recommended: \$49,977

3. Community Based Developmental Services

Community Based Developmental Services assists clients in achieving their personal goals of health, independence, and symptom management. Their goals are to deliver courteous and compassionate assistance from people who genuinely want to assist clients to reach their desired outcomes. They firmly believe clients have the right to be supported, encouraged, and empowered to achieve their highest potential and level of independence. They have been providing services since May 8, 1998.

Requested: \$37,650

Recommended: \$37,650

4. Community Health Interventions, Inc.

Community Health Interventions, Inc. provides primary medical, chronic disease and mental health services to any individuals that are in need. Community Health Interventions, Inc. also provides outreach services and chronic disease testing in the community.

Requested: \$37,350

Recommended: \$37,350

5. Cumberland HealthNET

Cumberland HealthNET (CHN) is a collaborative network of community organizations formed in 2009 to address the needs of uninsured residents in Cumberland County. Their primary focus is improving health outcomes by connecting individuals with necessary services. CHN works with community partners to enhance access to care, coordinate services, conduct needs assessments, provide education and resources, and advocate for the underserved. They operate a clinic for uninsured individuals with chronic illnesses, offering disease management, patient education, and medication support. Nurse Care Managers provide care management services to 95% of clinic patients on a quarterly basis. Recently, CHN received a grant from the Health Resources and Services Administration to promote COVID-19 vaccinations among underserved populations, specifically targeting neighborhoods with high Social Vulnerability Index (SVI) scores. Through consistent outreach efforts, CHN administered 1,733 COVID-19 vaccinations and boosters to the underserved population in these high SVI communities.

Requested: \$50,000

Recommended: \$50,000

6. Fayetteville Animal Protection Society

The Fayetteville Animal Protection Society (FAPS) is a non-profit organization dedicated to promoting animal welfare in Cumberland County. Established in 1982, FAPS offers accessible and affordable veterinary care, advocates for responsible pet ownership, and aims to create a healthy and safe community for animals and humans. Their goals include providing veterinary services to economically disadvantaged pet owners, educating the community about responsible pet ownership, reducing shelter intake through support to pet owners, and fostering a compassionate community. FAPS has a proven track record, community engagement, collaborative partnerships, and a dedicated team to deliver effective services. They have organized vaccination clinics, spay/neuter initiatives, and educational campaigns. FAPS believes that every pet deserves essential care, and every owner should have the resources for responsible pet ownership. With their experience, community connections, and commitment to animal welfare, FAPS is well-equipped to make a positive impact in Cumberland County.

Requested: \$44,748

Recommended: \$44,748

7. Fresh Innovations Mentoring and Resources, Inc.

Fresh Innovations Mentoring and Resources objectives are to equip today's youths with tools for tomorrow's success. Providing mentoring, tutoring, mental health services, anger management, family resources for food, clothing, and employment assistants. They also assist youths through the use of hands-on training and curriculums customized to their individual needs, while addressing the family dynamics to assist with the development and success of the youth.

Requested: \$50,000

Recommended: \$25,000

8. Gate Beautiful

Gate Beautiful seeks to offer a clear path to freedom to men, women, and children caught in the snare of Human Trafficking, prostitution, or addiction by providing rapid response, case management, and individualized restoration planning. Working with survivors is also something that helps the organization gain a better understanding of Human Trafficking in our community.

Requested: \$50,000

Recommended: \$10,000

9. Global Covenant, Inc.

Global Covenant Inc., prides itself in partnering with multiple community organizations to provide training and development to youth AAU basketball athletes, life skills mentoring and training underserved men and women in an effort to enhance their quality of life. By collaborating with other non-profit organizations in Cumberland County the organization is able to offer a safe place for youth AAU basketball athletes to train and a fitness room to help residents with weight loss and management. The organization also hosts financial development classes and has a food pantry.

Requested: \$50,000

Recommended: \$15,000

10. Meeting Ground of Christ Jesus Outreach and Deliverance Ministries, Inc.

Meeting Ground of Christ Jesus Outreach and Deliverance Ministries' mission is to reach out to our community by providing activities for all ages and ethnicity groups. They have established programs such as behavioral coaching to help assist the well-being of individuals who deal with mental health challenges, while providing an inclusive and supportive environment, in which individuals explore fun, challenging and educational experiences.

Requested: \$37,390

Recommended: \$20,000

11. New Life in Christ Ministries, Inc.

New Life in Christ Ministries, Inc. is an outreach organization that exists to serve the needs of the Cumberland Road, Fayetteville, Hope Mills, Cumberland County and surrounding communities by providing supportive services to anyone in need. The organization has been in operation for approximately 15 years focusing on low-income communities. They provide services that support the needs of the community mentally, physically, and spiritually.

Requested: \$50,000

Recommended: \$20,000

12. Partnership for Children of Cumberland County, Inc.

Partnership for Children (PFC) has been serving the county since 1993 as one of the original Smart Start agencies in North Carolina. Their public purposes include economic development, childcare, health, education, and welfare needs of low to moderate-income individuals. PFC serves as the lead agency for Child Care Resource and Referral Network and Family Connects in the Southeastern Region. As the local Smart Start agency, PFC offers resources, referrals, and subsidies for families and supports the quality enhancement and professional development of early care and education programs. They have brought over \$300 million into Cumberland County through funding. PFC operates the Family Resource Center, a community hub for partner organizations serving children and families. They reach approximately 80% of children under age five in Cumberland County through their services. PFC also plays a role in initiatives such as Pathways for Prosperity and Strengths in Overcoming Adversity through Resiliency.

Requested: \$50,000

Recommended: \$50,000

13. Rape Crisis Volunteers of Cumberland County, Inc.

Rape Crisis Volunteers of Cumberland County, Inc. was founded in 1974 by representatives from the Cape Fear Valley Health System, the Fayetteville Police Department, and the Cumberland County Mental Health Center who recognized a gap in services between initial services by law enforcement and medical professionals and available services in the community. Their mission is to achieve zero tolerance for the crime of sexual and domestic violence and to reduce its trauma. They strive to reach this goal through community-wide educational programs to promote awareness about sexual assault and the issues related to the crime, and by providing compassionate, professional services to the victims and survivors of sexual assault and domestic violence. Initially, the organization was operated entirely by volunteers.

Requested: \$50,000

Recommended: \$50,000

14. Righteous Guide Ministry

Righteous Guide Ministry is a community-oriented organization. They have established an annual scholarship fund for high school seniors to assist them in purchasing materials they may need when entering college. They also have two homes located in the downtown area that are used for transitional housing for families in need. The organization does an annual grief conference to help those within and around the community struggling and for awareness. Once a week they offer a homework helper program to any youth from elementary to high school in core subjects.

Requested: \$50,000

Recommended: \$20,000

15. Stoney Point Fire Department, Inc.

The Stoney Point Fire Department Inc. is an Internationally Accredited Agency with the Commission on Fire Accreditation (CFAI) and is a full-service combination volunteer and career (80% Volunteer – 20% Career) fire, rescue, and emergency medical care services agency. We provide fire protection, related rescue, and prehospital emergency medical services not only to the citizens of the Stoney Point Fire District but also our surrounding municipalities and volunteer fire districts, through automatic aid agreements. Our department also presents public Fire Life Safety Education (Fire Prevention) programs on a regular basis to our citizens, educational institutions, and civic organizations throughout the year.

Requested: \$50,000

Recommended: \$50,000

16. The Tulsa Initiative, Inc.

The Tulsa Initiative, Inc. is a non-profit organization that aims to support low and moderate-income Black, Indigenous, and people of color (BIPOC) entrepreneurs through the Tulsa Leadership & Entrepreneurship Academy. Their mission is to provide positive role models, develop intellect, and foster a healthy mindset among BIPOC entrepreneurs. The organization employs three main approaches to teaching entrepreneurship skills: entrepreneurship education, enterprise development, and experiential programs. These programs introduce the values and basics of business creation, offer support for developing viable business ideas, and provide mentorship and experiential opportunities. Tulsa has assisted over 75 young adult entrepreneurs and businesses, offering funding, consultations, and mentorship. They have helped nine entrepreneurs become full-time business owners, provided over 350 hours of mentorship to BIPOC individuals, and facilitated empowerment and education sessions for over 1,000 students and faculty through workshops.

Requested: \$50,000

Recommended: \$50,000

Cumberland County Consideration for Non-Profit Funding Recommendations		
#	Non-Profit	Recommended Funding Amount
1	Arts Council of Fayetteville/Cumberland County	\$ 50,000
2	Cape Fear Botanical Garden	\$ 49,977
3	Community Based Developmental Services	\$ 37,650
4	Community Health Interventions, Inc.	\$ 37,350
5	Cumberland HealthNet	\$ 50,000
6	Fayetteville Animal Protection Society	\$ 44,748
7	Fresh Innovations Mentoring and Resources, Inc.	\$ 25,000
8	Gate Beautiful	\$ 10,000
9	Global Covenant, Inc.	\$ 15,000
10	Meeting Ground of Christ Jesus Outreach and Deliverance Ministries, Inc.	\$ 20,000
11	New Life in Christ Ministries, Inc.	\$ 20,000
12	Partnership for Children of Cumberland County, Inc.	\$ 50,000
13	Rape Crisis Volunteers of Cumberland County, Inc.	\$ 50,000
14	Righteous Guide Ministry	\$ 20,000
15	Stoney Point Fire Department, Inc.	\$ 50,000
16	The Tulsa Initiative, Inc.	\$ 50,000
	Total	\$ 579,725



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

DATE: 6/9/2023

SUBJECT: CONSIDERATION OF CROWN EVENT CENTER PRE-OPENING CONSULTING AGREEMENT WITH OAK VIEW GROUP AND RELATED EXCEPTION TO POLICY AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B231353

BACKGROUND

As part of the design process for the new Crown Event Center, County Management engaged current Crown Complex Manager OVG regarding the provision of consulting services to ensure the facility includes what is needed from an operational standpoint. This is beyond the scope of the County's existing Management Agreement with OVG and requires an additional agreement related to these pre-opening consulting and management services for the new Crown Event Center.

The attached Pre-Opening Consulting Agreement is presented for your consideration to allow OVG to provide the additional Pre-Opening Consulting and Pre-Opening Management services for the new Crown Event Center, which are outlined in Exhibit A of the agreement. If approved, the agreement would be effective Feb. 1, 2023, through the Opening Date of the new Crown Event Center, at a cost of \$5,000 per month along with a reimbursement of travel or other expenses not to exceed \$15,000 through the term of the agreement.

The agreement is effective Feb. 1, 2023, because OVG staff have taken part in Crown Event Center Project Delivery Team meetings since the project's inception and OVG's internal subject matter experts have provided guidance throughout the design process, which began in early 2023.

In order to approve this item, the Board will need to approve an exception to the County Purchasing Policy Requiring Informal RFP for Services Valued at \$30,000 and Above. Approval of Budget Ordinance Amendment #B231353 totaling \$25,000 will also be required to support the agreement amount through June 30, 2023.

This agreement has been reviewed for legal sufficiency. The preaudit signature can be placed on the contract as soon as the associated Budget Revision is approved.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and related Exception to Policy and Budget Amendment, which consists of the following three items:

- Approval to Enter into Pre-Opening Consulting Agreement with Oak View Group for the Crown Event Center at a Cost of \$5,000 per Month
- Approval of Exception to County Purchasing Policy Requiring Informal RFP for Services Valued at \$30,000 and Above
- Approval of Budget Ordinance Amendment #B231353 for \$25,000 to Support Agreement Amount through June 30, 2023.

ATTACHMENTS:

Description	Type
Pre-Opening Consulting Agreement	Backup Material

PRE-OPENING CONSULTING AGREEMENT

This Pre-Opening Consulting Agreement is entered into and made effective as of February 1, 2023 (“**Effective Date**”), by and between (i) Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 (“**Commission**”); and Cumberland County, a body corporate and a political subdivision of the State of North Carolina (“**County**” and together with the Commission, the “**Client**”); and (ii) Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (“**OVG**”).

RECITALS

WHEREAS, Commission, County, and OVG are parties to a certain Management Agreement, dated July 1, 2017, as amended by all the parties November 17, 2021 (the “**Management Agreement**”) pursuant to which OVG provides certain management services in connection with the Cumberland County Civic Center, located in Fayetteville, North Carolina and which includes, currently: (a) a 4,500 seat arena (the “**Arena**”), (b) a 2,500 seat theatre (the “**Theatre**”), (c) a ballroom seating which can seat 650 (the “**Ballroom**”), (d) a 60,000 square foot expo center (the “**Expo Center**”), and (e) a 10,000 seat coliseum (the “**Coliseum**”) (collectively, (a) through (e) the “**Facilities**”);

WHEREAS, Client currently anticipates closing the Arena and Theatre on or around October 2025, and replacing such locations with a new multipurpose event center (collectively, the “**New Facilities**”) which is anticipated to open on or around November 1, 2025 (the actual date on which the New Facilities open, the “**Opening Date**”); and

WHEREAS, Client seeks to engage OVG, separate from the Management Agreement, to provide certain consulting services with respect to the pre-opening phase of the New Facilities, as more fully described herein.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Term; Termination.**

(a) The term of this Agreement (“**Term**”) will commence as of the Effective Date and shall end on the Opening Date, unless earlier (i) terminated in accordance with the terms hereof.

(b) This Agreement may be terminated by either party upon 30 days written notice (or 10 days in the event of a payment default), if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such 30 day (or 10 day, as applicable) notification period, provided, however, if such failure is not in the nature of a payment default and cannot reasonably be cured within such 30 day period, then a longer period of time shall be afforded to cure such breach, up to a total of 90 days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period.

2. **Services.** During the Term, OVG shall provide the consulting services set forth on Exhibit A, attached hereto (the “**Consulting Services**”). For avoidance of doubt, the Consulting Services shall exclude any FF&E design services, including, specification, cost estimation and/or FF&E procurement-related services, and any services related to drawings, renderings or layout of work, prep, service or operational space, which, if requested by Client would be subject to a separate, mutually agreed fee. Without limiting the generality of the foregoing, OVG agrees to provide timely responses to enquiries and requests received from Client and its other consultants and advisors and shall make available its appropriate personnel to telephone conference and/or attend such events and meetings as may be reasonably necessary to fulfill its obligations hereunder.

3. **Standard of Care; Disclaimer.**

(a) OVG will perform its obligations hereunder in a competent and professional manner, and at standards no less than those normally provided by OVG for similar services at similar venues to the New Facilities.

(b) **CLIENT ACKNOWLEDGES THAT NEITHER OVG NOR ITS EMPLOYEES OR AFFILIATES ARE ARCHITECTS, GENERAL CONTRACTORS, ENGINEERS OR FINANCIAL ADVISORS, AND THEIR CONSULTING SERVICES PROVIDED UNDER THIS AGREEMENT ARE BASED ON THEIR OPERATIONAL KNOWLEDGE OF SPORTS AND ENTERTAINMENT VENUES AND SHOULD NOT BE CONSTRUED AS A REPRESENTATION OF ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL PRACTICES. NEITHER CLIENT NOR ANY OF ITS RESPECTIVE AFFILIATES, AGENTS, CONSULTANTS, CONTRACTORS OR REPRESENTATIVES, WILL RELY UPON OVG OR ITS EMPLOYEES, AGENTS OR AFFILIATES AS HAVING ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL EXPERTISE.**

4. **Compensation.** As consideration for the performance by OVG of the Consulting Services, Client shall pay OVG a consulting fee ("**Consulting Fee**") of Five Thousand U.S Dollars per month (\$5,000/month) during the Term. Upon execution of the agreement and before June 30, 2023, Client will pay OVG the initial five-month accumulated total of \$25,000 in a lump sum, for services rendered during the first five months of the agreement. Thereafter, the Consulting Fee shall be paid to OVG on the first day of each month during the Term. Any overdue amounts shall accrue interest at the rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less.

5. **Expenses.** In addition to the fees described in Section 4 above, Client shall pay OVG all expenses OVG will incur in travel or other expenses and costs it incurs in performance of the Services. Such expenses shall be reimbursed by Client to OVG within 30 days of invoice, which invoice shall be accompanied with reasonable back-up documentation evidencing the incurrence of such incremental expenses in an amount not to exceed \$15,000 through the term of the agreement unless otherwise mutually agreed to in advance and in writing.

6. **Obligations of Client.** Client agrees to provide to OVG, in a timely manner, all relevant information, data, materials, design plans, drawings, and projections relating to the New Facilities as is reasonably necessary or otherwise requested by OVG to perform its obligations under this Agreement. Client shall further be available, and shall make its representatives and consultants available, to respond to questions by OVG relating to OVG's performance of the Consulting Services.

7. **Force Majeure.** OVG shall be excused from its obligations hereunder when and to the extent that performance is delayed or prevented by any event of Force Majeure. As used herein, "**Force Majeure**" means fire, flood, earthquake, tidal wave or other act of nature or natural disaster; accidents; acts of terror or terrorism; the outbreak of war or warlike situations; labor unrest or labor disputes; insurrections; epidemics, pandemics or health or quarantine restrictions; any act by any governmental authority or any orders, restrictions, limitations or revocations relating to any licensing or approvals or otherwise affecting the performance of the services to be provided hereunder, or any other occurrence, circumstance or event which is beyond the reasonable anticipation and control of OVG. OVG shall provide prompt written notice to Client of any Force Majeure impacting the provision of the Services, and shall promptly recommence its provision of the Services upon removal of the Force Majeure.

8. **Warranties; Limitation on Liability.**

(a) Except as expressly stated in Section 3(a) above, neither OVG nor any Affiliate or employee thereof has made or shall be deemed to have made any representation, warranty or guarantee with respect to the

performance of the services to be provided hereunder, nor any guarantees with respect to the design, engineering, construction, marketing, operations, performance or success of the New Facilities, and OVG hereby disclaims all representations and warranties, actual or implied.

(b) Neither party shall be liable to the other for any indirect damages, including but not limited to consequential damages, lost profits, lost business opportunity, punitive damages or exemplary damages (provided the foregoing shall not limit OVG's right to make a claim for any and all fees and expense reimbursements or payments anticipated to become due to OVG hereunder in the event of a breach or default by Client hereof, the parties agreeing that such amounts are direct damages due to OVG in the event of a breach or default by Client). The total liability of OVG and its respective owners, subcontractors, agents or affiliates with respect to or arising in connection with this Agreement including the Consulting Services, or anything done in connection herewith, whether in contract, in tort (including negligence) or otherwise, shall not exceed the amount of the fees paid and received by OVG under this Agreement.

9. **Miscellaneous.**

(a) Each of OVG and Client represent and warrant to the other that it has the full right and legal authority to enter into this agreement and to perform its obligations hereunder, and that no third-party consent or approval is required to grant the rights granted by such party hereunder or perform the obligations of such party described herein.

(b) The parties agree that OVG is being engaged by Client under this Agreement as an independent contractor, and nothing contained in this letter of intent will create, whether express or implied, a partnership, joint venture, employment, or agency relationship between OVG and Client. Neither party shall have, nor shall either party hold itself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the other, or to pledge the credit of the other, or to extend credit in the name of the other, unless the other party provides its written consent thereto in advance. Each party shall be solely responsible for the payment of compensation of and to its personnel.

(c) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may only be modified by the written agreement of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

(d) Neither party may assign or otherwise transfer this Agreement without the prior written approval of the other party, except that OVG may upon written notice to Client assign or transfer this Agreement and all of its rights and obligations hereunder (including without limitation its rights under Section 7 above) to an Affiliate or otherwise in connection with a sale, merger or other business combination involving all or substantially all of OVG's assets.

(e) All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally; within 3 business days after mailed, or the next day if sent by generally recognized, prepaid, overnight air courier services.

If to Client:

County Manager
PO Box 1829
Fayetteville, NC 28302

If to OVG360:

OVG360
150 Rouse Blvd.
Philadelphia, PA 19112

Attn: President

With a copy to:

Cumberland County Manager
PO Box 1829
Fayetteville, NC 28302

With a copy to:

OVG360
150 Rouse Blvd.
Philadelphia, PA 19112
Attn: General Counsel
Email: OVG360Legal@oakviewgroup.com

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

(f) There shall be no third-party beneficiaries of this Agreement.

(g) This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic mail, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

[Signature Page Follows]

ACCEPTED AND AGREED as of the date first set forth above:

**CUMBERLAND COUNTY CIVIC CENTER
COMMISSION**

By: _____

Name: _____

Its: _____

CUMBERLAND COUNTY

By: _____

Name: _____

Its: _____

GLOBAL SPECTRUM, L.P., d/b/a OVG360

By: Global Spectrum, LLC, its general partner

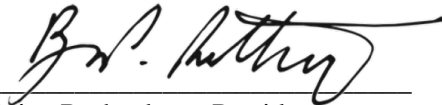
By: _____
Brian Rothenberg, President

EXHIBIT A
CONSULTING SERVICES

I. Pre-Opening Consulting

- (a) Assist Client with its review of the design of the New Facilities and make recommendations to Client with respect to such design.
- (b) Advise Client on any construction and operational issues with respect to the New Facilities that may arise during the Term.
- (c) Advise Client on risk management and insurance needs in connection with the operation of the New Facilities.
- (d) Assist Client in developing and implementing a telecommunications plan for the New Facilities.
- (e) Develop and recommend a proposed inventory of FF&E to be used at the Facilities. **Note:** These services do not include procurement, cost estimation or specification for FF&E plans which would be subject to an additional fee.
- (f) Prepare and submit to Client a list of operating supplies necessary for the start-up of the New Facilities.
- (g) Prepare and submit to Client pre-opening and operational sales, marketing, public relations, advertising, promotion, and revenue-generating event booking strategies and plans for maximizing revenues from the New Facilities.

II. Pre-Opening Management

- (a) Develop an Operations Manual for the New Facilities. The final version of the Operations Manual shall be mutually agreed upon by the parties.
- (b) Procure, negotiate, execute, administer, and assure compliance with service contracts.
- (c) Procure, negotiate, execute, administer, and assure compliance with revenue generating contracts.
- (d) Arrange for and otherwise book revenue-generating events at the New Facilities in accordance with a booking schedule to be developed by OVG, in consultation with Client.
- (e) Plan, promote and execute, in conjunction with Client, a “grand opening” event or events at the New Facilities.
- (f) Engage, supervise, and direct all personnel at the New Facilities that OVG deems necessary to perform the pre-opening services described herein, and conduct staff planning, retention and training programs with respect to such personnel as determined to be necessary by OVG in its sole discretion.
- (g) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to Client upon request.
- (h) Review the proposed New Facilities layout, location, design, and appearance of food service areas, including: (1) Concession stands; (2) Catering facilities; (3) Portable sales outlets; and (4) Preparation and support areas. **Note:** These services do not include design of these areas.
- (i) Cause such other acts and things to be done with respect to the New Facilities, as determined by OVG in its reasonable discretion to be necessary for the management and operation of the New Facilities prior to the Opening Date.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/8/2023

SUBJECT: CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR HYDROGEOLOGICAL SERVICES

BACKGROUND

On May 15, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms that provide Hydrogeological Services. The County is seeking a qualified consultant to assist with ongoing study, assessment, evaluation, and development of groundwater for public drinking water development in Gray's Creek and the southern portion of the County. The firm selected would assist the County with identifying potential well lots, raw water main routes, test well development, and well construction and inspection services for these wellfields. Firms had until May 26, 2023 to submit their Statement of Qualifications. There was one firm that responded. Staff reviewed the submittal and agreed that HDR Engineering, Inc. of the Carolinas is qualified to be selected for Hydrogeological Services.

At their June 8, 2023, Agenda Session meeting, the Board approved placing this item as an Item of Business on the June 19, 2023 Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources, and County Management recommend the proposed action:

1. Accept the selection of HDR Engineering, Inc., of the Carolinas as the best qualified for Hydrogeological Services.
2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract

for approval at a future Board of Commissioners meeting.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/9/2023

SUBJECT: CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR WATER RESOURCES STUDY

BACKGROUND

On May 15, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms. The County is seeking a qualified consultant to assist with ongoing study, assessment, evaluations, and development of a new water source for public drinking water development. The firm selected would assist the County with the water resources study to be delivered in the format of a Preliminary Engineering Report. Firms had until May 26, 2023 to submit their Statements of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc. of the Carolinas. Staff reviewed the submittals and scored them separately. HDR Engineering, Inc. of the Carolinas was determined to be the best qualified.

At their June 8, 2023, Agenda Session, the Board of Commissioners approved this item be placed on the June 19, 2023, Regular Meeting Agenda as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified for the Water Resources Study.
2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract approval for a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

Evaluation Sheet - Engineering Services - Water Resources Study
Total Max Points (Per Vendor) 100

Evaluators Name:

Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
McGill	20	25	14	23	14	97	
HDR	20	25	15	25	15	100	

Additional Notes

*If additional space is needed for notes, see attached

Vendors

[illegible]



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/14/2023

**SUBJECT: CONSIDERATION OF CONTRACT WITH CAPE FEAR VALLEY
HEALTH SYSTEM TO PROVIDE CERTAIN FIRST RESPONDER
PROGRAMS AND RESOURCES FOR CUMBERLAND COUNTY
COMMUNITIES**

BACKGROUND

At the Regular Meeting June 20, 2022, the board approved creating a line-item budget in the ARPA Project Ordinance Revision 220652 for Cape Fear Valley Health System to establish a Community Paramedic Program with \$874,000 in funding and for the Sheriff to purchase Narcan for distribution by the Sheriff's Office and county fire departments with \$140,000 in funding. Staff later determined ARP funds should not be used for these projects. At its meeting November 21, 2022, the board approved Grant Project Ordinance Amendment B230001 to remove this funding from the appropriation of ARP funds. County Manager Cannon reported to the board that these programs would be funded using freed-up capacity general funds. The Narcan distribution program was removed from the Sheriff and placed with Cape Fear Valley Health System. Cape Fear Valley Health System also developed a program to distribute defibrillator pads to the fire departments. Total funding for the three programs is \$1,029,081. The attached contract is for this funding to be used by Cape Fear Valley Health System for these purposes.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board approve the contract.

ATTACHMENTS:

Description

CFVHS Contract for Community Paramedic-Narcan-Defib Pads

Type

Backup Material

NORTH CAROLINA

CUMBERLAND COUNTY

**FUNDING AGREEMENT FOR
CAPE FEAR VALLEY HEALTH SYSTEM PROGRAMS**

Approved by the Cumberland County Board of Commissioners June _____, 2023

THIS AGREEMENT is made and entered into on the last date signed by either of the parties hereto, by and between Cumberland County, North Carolina ("County"), and Cumberland County Hospital System, Inc., a North Carolina non-profit corporation dba Cape Fear Valley Health System ("Agency").

WITNESSETH:

WHEREAS, County's board of commissioners recognizes that the number of persons suffering from opioid addiction and mental health issues was increased by the COVID Pandemic; and

WHEREAS, in response to those circumstances County's board of commissioners approved funding from County's General Fund to support programs particularly directed to responding to and addressing these mental health needs; and

WHEREAS, County's Board of Commissioners finds that Agency's proposed programs to establish a Community Paramedic Program and to purchase Narcan and defibrillator pads for distribution to County's fire districts as set forth in this agreement meet County's objective to respond to and address these needs; and

WHEREAS, Agency has been awarded funding for the projects described herein; and

NOW THEREFORE, in consideration of the public benefit to be derived from the programs funded by this agreement and the further consideration as stated herein, the parties agree as follows:

1. **Funded Projects.** The funded projects which have been proposed by Agency are:
 - 1.1. the Community Paramedic Community Response Program with the scope of work described in **Exhibit A** and in the Program Summary in **Exhibit C**, subject to the budget set out in the Budget Summary in **Exhibit D**;
 - 1.2. the Purchase of Narcan for Distribution to County's Fire Districts with the scope of work described in **Exhibit B** and in the Program Summary described in **Exhibit C**, subject to the budget set out in the Budget Summary in **Exhibit D**;
 - 1.3. the Purchase of Defibrillator Pads for Distribution to County's Fire Districts with the scope of work described in the Program Summary in **Exhibit C**, subject to the budget set out in the Budget Summary in **Exhibit D**.
2. **Conditions.** The following conditions apply to the use of this funding for these programs:
 - 2.1. Funds may only be expended toward the furtherance of the activities described above.

- 2.2. Agency shall not sub-contract all or any part of the services provided for in this agreement without written approval of County.
 - 2.3. Agency shall submit financial and performance reports at least quarterly and in accordance with the directions of and in the format required by County's Finance Director. The report must include the following:
 - 2.3.1. an Income and expenditure statement for the covered period;
 - 2.3.2 a report on salaries and benefits paid with the funds for the period;
 - 2.3.3. a report on progress towards meeting performance measures for the period, as described in **Exhibit A**, and for the amounts of Narcan and numbers of defibrillators distributed.
3. Modification of the Budget. Any modifications to the budget of any of the programs must be approved in writing by County.
4. Audits & Inspections. All Agency records concerning any matters covered by this agreement shall be made available to County or any of its authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted by County must be fully cleared by Agency within thirty (30) days after notice to Agency. Agency shall maintain all financial records concerning the matters covered by this agreement for a period of five years following the end of the term of this agreement. At any time during the term of this agreement and for five years following the end of the term of this agreement, County shall have the right to request a full audit by an independent certified public accountant selected by County or to have County's Internal Auditor conduct an audit, the cost of which shall be borne by County. Failure of Agency to comply with these audit requirements will constitute a violation of this agreement.
5. Standard of Performance.
 - 5.1. Agency warrants and represents that it possesses the special skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this agreement. Agency agrees to perform in a diligent, efficient, competent, and skillful manner, and to devote such time as is necessary to perform services under this agreement.
 - 5.2. Agency agrees to comply with all federal, state, and local law, statutes, ordinances, regulations, and rules applying to Agency's performance hereunder, including but not limited to applicable laws pertaining to licensing and the Health Insurance Portability and Accountability Act of 1996, PL 104-91 (HIPAA).
 - 5.3. Agency agrees that all personnel performing services under this agreement shall possess licensure or qualification required to perform the services hereunder. In the event of a suspension, disciplinary action, or other adverse change in the licensure or qualification of any personnel performing services under this agreement, Agency shall no longer assign responsibilities under this agreement to such personnel. Agency is required to inform County of any adverse changes in qualification or licensure of personnel providing services during the term of this agreement.

6. Contract Monitoring. County may conduct fiscal, administrative, and/or programmatic contract monitoring to assure Agency's compliance with the terms of this agreement. The frequency and intensity of the monitoring will be at the discretion of County and nothing herein shall be construed to relieve Agency of the requirements of this agreement in the absence of such contract monitoring. Agency shall cooperate with County's conduct of contract monitoring.
7. Term. The funding period for each program shall begin July 1, 2023, and end June 30, 2024.
8. Maximum Amount Payable. County shall not fund any amounts over and above the budgets for each of the programs as set forth in the budget summary, **Exhibit D**.
9. Payment. County shall make payments to Agency as follows:
 - 9.1. County shall appropriate the funds for the purchase of vehicles, equipment, supplies, and any other items which are purchased, including Narcan and defibrillator pads, at such times as these are purchased. Agency shall submit the invoice or purchase agreement for such items to County at such time as the purchase is made or is to be made and within no more than 30 days from the date Agency is obligated to pay for the item. Payment shall not be made for any item covered under this subsection for which the invoice or purchase agreement is not timely submitted in accordance with this subsection.
 - 9.2. County shall appropriate the funds for personnel, fringe benefits, participant costs and administrative overhead costs for the Community Paramedic Program in advance by the 10th of the first month of each quarter beginning July 2023. The first payment shall be twenty five percent (25%) of the total budget amount for these costs. Thereafter, the quarterly payment shall be adjusted to reflect the amounts incurred for these costs for the preceding quarter. Agency shall provide County its estimate of these incurred costs by the 20th of the last month of the quarter preceding the quarter for which payment is being made and shall provide the actual amount of these costs by the 10th of the first month succeeding the quarter for which payment is being made.
10. Relationship of the Parties. Agency is an independent contractor of County. Agency represents that it has or will secure, at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with County. Neither Agency nor any employee of Agency shall be deemed an officer, employee or agent of County.
11. Termination. This agreement may be terminated by Agency upon thirty (30) days' written notice to County. Upon termination at the end of the term or under this section, any funds appropriated by County for this agreement which have not been expended or encumbered by Agency for the purposes of this agreement shall be returned to County.
12. Indemnification. Agency agrees to defend, indemnify, and hold harmless County for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Agency. It is the intent of this section to require Agency

to indemnify County to the extent permitted under North Carolina law. Nothing in this provision shall be construed to operate as a waiver of governmental immunity by County.

13. Insurance Requirements. Agency shall maintain insurance coverage on the services it provides and its employees providing the services under this agreement in the same form and to the same extent that it maintains for its provision, and its employees provision of such similar services outside the scope of this agreement.
14. Non-assignment. Agency shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of County.
15. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
16. E-Verify Requirements. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors with County, including any subcontractors employed by the contractor, by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., under such contract, must attest and affirm that they are aware of and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements. Agency acknowledges that by the signature of its duly authorized officer affixed to this agreement, Agency is aware of, and in compliance with, Article 2 of Chapter 64 of the General Statutes of North Carolina, known as the E-Verify requirements.
17. Iran Divestment Act Certificate: Divestment from Companies Boycotting Israel. By the signature of its duly authorized officer affixed to this agreement, Agency certifies that by signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., it, as of the date of execution, receipt, or submission, is not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification; nor shall it utilize any subcontractor that is identified on the Final Divestment List.

By the signature of its duly authorized officer affixed to this agreement, Agency further certifies that is not on the list of companies that boycott Israel maintained by the Office or the State Treasurer pursuant to NCGS 147-86.81(a)(1).

18. Entire Agreement: Duplicate Originals. The parties further agree as follows:
 - 18.1. to be bound by all the terms of this agreement;
 - 18.2. this agreement constitutes the complete and exclusive statement of the agreement between them;
 - 18.3. **Exhibits A- D** described herein and attached hereto are incorporated herein for the purposes stated for each;
 - 18.4. this agreement shall be executed in duplicate originals with one original being retained by each.

[Signature Page Follows]

WITNESS our hands and seals, executed by duly authorized officers of each party on the date indicated by each.

Cumberland County

By:

Toni Stewart, Chair
Board of Commissioners

Attest:

Andrea Tebbe, Clerk to the Board

Cumberland County Hospital System, Inc.

By:

Attest:

(Asst.) Secretary

**THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT.**

Approved for legal sufficiency.

County Attorney

County Finance Director

EXHIBIT A

Community Paramedic Community Response Program Defined Scope of Work with Measurable Outcomes

Cape Fear Valley Health System Community Paramedic program will provide the following services:

1. On-scene crisis response and de-escalation
2. Behavioral health screening and assessment
3. Emergency triage and treatment
4. Referral linkage and resource acquisition to community-based services to address social determinant roadblocks to treatment.
5. Case management and follow up to ensure recovery and treatment services are being received.

Goals include:

- A community paramedic will respond to at least 75% of overdose and mental health patients that EMS is requested through the 911 system. For those patients not directly contacted by a Community Paramedic during the 911 call, attempts will be made to make contact within 24 hours to connect patient to resources.
- A community paramedic will follow up with at least 80% of all 911 overdose calls to establish a relationship and assess patients' readiness for treatment for those that initially agree to participate.
- The community paramedic program will follow up with patient a minimum of five (5) times to provide access to treatment, ongoing support, resource navigation, and assistance.
- The community paramedic program will connect overdose patients with patient appropriate education and Narcan take home kits.
- The community paramedic program will work to reduce the number of ED visits by 25% over the first 6 months of program implementation.
- EMS and Community Paramedics have the following resources available to them through the EMS system already that will be utilized as part of this program.
- **Referral to Crisis Center/Treatment Center:** The Community Paramedic may determine that the patient needs to go to a local treatment or crisis center for immediate intake and treatment. The Community Paramedic will coordinate initial treatment, arrange transportation and follow to

ensure successful intake. This disposition category is expected to account for approximately 3 in 5 initial encounters.

- **Tele-Psych** – Community Paramedics will respond to the location of the mental health patient through dispatch by the Cumberland County 911 system. Requests for response can come from direct 911 calls from the patient, family, responders such as law enforcement or health care providers such as crisis counselors or physicians. The 911 center will track the Community Paramedic response, on scene and transport time and destination and ensure safety over watch of the community paramedic. By utilizing EMD protocols, the 911 center can determine whether to send a community paramedic or a 911 ambulance or both to the address. Sending a community paramedic to the scene instead of an ambulance will reduce the number of calls for service for an ambulance and keep these resources available for higher acuity calls. Community Paramedics will be equipped with computers and WIFI access being able to connect with psychiatric services, as needed. Community Paramedics will be able to access background information and healthcare records of patients, and to pass documentation between providers and community paramedics if needed.
- **Referral to an ED/Urgent Care:** The Community Paramedic may determine that the patient needs to go to the ED for treatment of a medical complaint or situational complexity. This disposition category is expected to account for approximately 1 in 5 initial encounters.
- **Referral to patient's primary care provider (PCP) or home care:** When a patient has their own PCP, the patient might choose to see their PCP instead of going to an alternate destination. If possible, the Paramedic will coordinate the patient's care and ensure continuity and integration of care with the PCP for a same-day or next day appointment. The Community Paramedic can coordinate transportation to ensure the patient keeps the appointment and/or follows through with PCP directives.
- **Patient refusal to participate:** The patient might refuse to participate in the program. Although this disposition is possible, it is expected to be less than 5% of encounters. Following the encounter, the patient's information will be entered into the community paramedic registry/patient care charting system for follow-up and outcomes evaluation. Follow up with the patient will ensure the patient's needs were met and to identify any additional human/social services needs and identify ways to address them. Follow-up may include things like insurance coverage, transportation, food assistance, health literacy, counseling, etc. The goal is to deploy a holistic approach to healthcare and connect patients with resources they can access for their future health needs, thus reducing their reliance on the emergency system.

EXHIBIT B

NARCAN DISTRIBUTION TO FIRE DEPARTMENTS

Defined Scope of Work with Measurable Outcomes

Cumberland County EMS through Cape Fear Valley Health System will purchase Narcan on a quarterly basis or sooner to meet the demand of Narcan usage by EMS, medical first responders and police departments. EMS will utilize the group purchasing and/or bulk buying capabilities of the health system to acquire the best possible pricing for the purchase. EMS will track usage by individual agencies, patient demographics and patient outcomes to ensure Narcan is used timely and in the appropriate venues for best possible outcomes.

Data will be collected with a log of dispatch calls, the Cumberland County EMS Patient Care Charting System and through reports filed by law enforcement agencies and medical first responder fire departments. ESO currently tracks all calls and care rendered by EMS and connects to the Cape Fear Valley Health System Medical Record. That data will be logged with general demographics, outcomes, resources provided and continued tracking. Additional information such as standardized mental health assessment scores such as PHQ-9 and GAD-7 will be completed on all patients and data compiled.

EXHIBIT C

PROGRAM SUMMARY FOR FUNDING AGREEMENT BETWEEN CUMBERLAND COUNTY AND CAPE FEAR VALLEY HEALTH SYSTEMS

1. Community Paramedics Program

One-year contract with Alliance Health for the term July 1, 2022 - June 30, 2023. Budget includes funding to support staffing costs only:

- 2 paramedics
- 1 Licensed Clinical Social Worker (LCSW)
- 1 Peer Support Specialist

For an amount not to exceed \$365,000.

CFVH is proposing a year two contract with Cumberland County for expanded services for the term July 1, 2023 – June 30, 2024. Budget includes staffing, operating, capital outlay costs, and indirect admin.

- 4 paramedics
- 2 LCSW
- 1 Peer Support Specialist

For an amount not to exceed \$874,000.

The program will provide on-scene crisis response and de-escalation, behavioral health screening and assessment, emergency triage and treatment, referral linkage and resource acquisition to community-based services to address social determinant roadblocks to treatment, and case management and follow up to ensure recovery and treatment services are being received.

During the initial two years, CFVH staff will be working with insurance carriers to cover the cost of care by making this a billable fee-for-service. The community paramedics program is attractive to insurance carriers because the program provides an alternative to Emergency Room treatment which is billed at a substantially higher cost. CFVH staff will also be working with the State of North Carolina to make this a Medicaid reimbursable service with the goal of becoming a self-sustainable program by June 30, 2024. Item 1 in the attachment provides budget details.

2. Narcan to be distributed to Cumberland County Fire Districts

Fire districts utilize Narcan at varied levels. The goal is to purchase enough to cover usage over a three-month period/quarterly basis. Fire districts will receive an initial supply based on usage of the prior year, then it can be replenished as it is used. Quarterly purchases are preferred because of the expiration dates. CFVH staff will maintain an inventory control log to document distributions by fire district. Item 2 in the attachment provides budget details.

3. Defibrillator Pads to be distributed to Cumberland County Fire Districts

Fire districts utilize defibrillator pads that are different from those utilized by CFVH. The cost of these pads to the fire districts is \$271.99 per set. The cost to CFVH is \$206.56 per set. CFVH is willing to make these purchases if the county provides the funding. Each set of pads is available for a one-time use only. Approximately 180 sets are required per year to support the fire districts countywide. CFVH staff will maintain an inventory control log to document distributions by fire district. Item 3 in the attachment provides budget details.

EXHIBIT D

BUDGET SUMMARY FOR FUNDING AGREEMENT BETWEEN CUMBERLAND COUNTY AND CAPE FEAR VALLEY HEALTH SYSTEM

1	CFVH Community Paramedics Program One-Year Proposed Budget July 1, 2023 - June 30, 2024	Amount
	Personnel (Salary & Wages)	\$ 531,698
	Fringe Benefits	106,339
	Equipment & Other Capital*	125,281 2 quick response vehicles & upfit, body armor
	Material Supplies	6,000
	Telecommunications	22,621
	Participant costs (transportation, food, clothing)	12,750
	Admin Overhead @ 8.5% of program expenditures	69,311
	Total Proposed Project Budget	\$ 874,000
2	CFVH Purchase of Narcan for distribution to Cumberland County Fire Districts	Amount
	Equipment & Other Capital	\$ 114,150 1000 each Narcan Injector kits
	Material Supplies	3,750 500 Narcan kit bags with referral material @ \$7.50/bag
	Total Proposed Project Budget	\$ 117,900
3	CFVH Purchase of Defibrillator Pads for distribution to Cumberland County Fire Districts	Amount
	Equipment & Other Capital	\$ 37,181 CFVH cost \$206.56 per set * 180 sets
	Total Proposed Project Budget	\$ 37,181
	CFVH Grand Total	\$ 1,029,081



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/14/2023

**SUBJECT: CONSIDERATION OF CONTRACT WITH FAYETTEVILLE STATE
UNIVERSITY TO PROVIDE CERTAIN ECONOMIC DEVELOPMENT
SERVICES THROUGH ITS INNOVATION AND ENTREPRENEURSHIP
HUB**

BACKGROUND

At the Agenda Session May 12, 2022, the board approved \$250,000 for Fayetteville State University's Innovation and Entrepreneurship Hub with staff to determine if ARP funds could be used for this funding. At the Regular Meeting June 20, 2022, the board approved creating a line-item budget for this project in the ARPA Project Ordinance. Staff later determined ARP funds could not be used. At its meeting November 21, 2022, the board approved Grant Project Ordinance Amendment B230001 to remove this funding from the appropriation of ARP funds. County Manager Cannon reported to the board that this program would be funded using freed-up capacity general funds. The attached contract is for this funding to be used for FSU to provide economic development services as authorized by the referenced statutes within the contract budget.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board approve the contract.

ATTACHMENTS:

Description

FSU HUB CONTRACT

Type

Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
WITH OUTSIDE AGENCY

Approved by the Board of Commissioners June ____, 2023

THIS CONTRACT, entered June ____, 2023, by and between the COUNTY OF CUMBERLAND, (hereinafter referred to as "County"), and FAYETTEVILLE STATE UNIVERSITY, a constituent institution of the University of North Carolina System, (hereinafter referred to as "Agency").

WITNESSETH:

County has agreed to fund Agency up to the amount stated below from County's general fund, and for this funding, Agency has agreed to perform certain services of a public nature. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

1. **TERM OF CONTRACT:** This contract shall begin July 1, 2023, and end June 30, 2025, unless sooner terminated. The County Board of Commissioners, in its discretion, may terminate this contract prior to its stated expiration date upon 60 days' notice to Agency. In the event of termination prior to the stated expiration date of this contract, Agency shall return all unencumbered funds to County.
2. **SERVICES TO BE PERFORMED:** Agency, in and for the consideration recited in Section 3 below, agrees to perform those services stated in **Exhibit 1- Scope of Services** in accordance with the budget expenditures stated in **Exhibit 2 – Project Budget**. Each exhibit is attached hereto and incorporated herein by reference. All services are to be provided by Agency's staff at Agency's Innovation and Entrepreneurship Hub located in the Bronco Square shopping center on Murchison Road, Fayetteville, NC, adjacent to Agency's campus. Agency agrees to notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking effect. If County does not agree to the change, the contract will be terminated in accordance with Section 1 above.

3. **PAYMENT:** County will fund Agency an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the services provided by Agency during the term of this contract. The transfer of payments from County to Agency shall be in accordance with Agency's written instructions for mailing checks to Agency or for the direct deposit of funds into Agency's account. These written instructions must be provided to the County's Finance Office prior to any funds being transferred. Agency shall submit a request for funding within thirty (30) days of each quarter-end to County's Budget Office on a reimbursement report indicating the previous quarterly expenditures and services performed. Payments will be made quarterly. The reimbursement report shall specifically show the amount of County funds expended, how the funds were used, and that the use of the funds was within the purposes shown in **Exhibit 1**. Agency may request reimbursement for the costs of equipment identified in **Exhibit 2** and procured prior to the start of the contract, provided that, such equipment shall remain in place at the Innovation and Entrepreneurship Hub throughout the term of this contract. Agency may request reimbursement for compensation paid to Agency's staff providing the services identified in **Exhibit 2** only for services provided during the term of this contract.
4. **INDEPENDENT CONTRACTOR:** Agency is an independent contractor and not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.
5. **NO ASSIGNMENT:** Agency shall not assign all or any part of its rights to receive funding under this contract, nor delegate any performance, or subcontract without first obtaining County's written approval thereof.
6. **AGENCY AND AUTHORITY:** County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Agency on County's behalf on all matters pertaining to this contract and Agency shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Agency, any modification of the terms of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract.

7. **NOTICES:** Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email, or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office of, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

AGENCY:

COUNTY:

Clarence Grier
County Manager
P. O. Box 1829
Fayetteville, NC 28302
(910) 678-7723
cgrier@cumberlandcountync.gov

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

8. **CERTIFICATION:**

- A. County, by the pre-audit certificate affixed to this contract, certifies that the funds stated in Paragraph 3 above were approved as part of the County's fiscal year budget or will be approved for any subsequent fiscal year budget during the contract term and are, or will be, available for Agency's use consistent with the terms of this contract.
- B. Agency, by its chief executive officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract before applying for funds, and further agrees that County shall not pay any funds until such requirements have been met.

9. **OTHER TERMS AND CONDITIONS:**

- A. Agency shall provide County with any report prepared by Agency's independent auditors upon review of the terms of this contract and determining whether County's funds were used exclusively for the purposes of this contract as set out in **Exhibits 1 and 2**. Any such report shall

be provided to the county manager within thirty (30) days from the date it is received from the Agency's independent auditors. Agency's obligation to provide such audit report shall extend beyond the termination of this contract.

B. Upon termination of this contract Agency shall return all unencumbered funds to County.

C. If the county manager deems it necessary or appropriate, Agency shall allow County to perform an audit of Agency's books and records pertaining to the use of County's funds for the purposes authorized by this contract. Agency's obligation to allow such County-performed audit shall extend beyond the termination of this contract.

D. Agency shall provide the County's Chief of Staff quarterly the following reports:

(a) Accomplishments, progress, and steps taken in meeting the goals sought or services to be performed as stated in **Exhibit 1**.

(b) Copies of any booklets, pamphlets, media, materials, or documents illustrative of actions directed toward meeting goals or services for which County funds were used by the Agency.

(c) Reports shall be mailed to Chief of Staff, County of Cumberland, P. O. Box 1829, Fayetteville, NC 28302 or emailed to Chief of Staff Tye Vaught at tvaught@cumberlandcountync.gov.

10. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of Agency's programs described in **Exhibit 1** is authorized by and shall be used consistently with N.C.G.S. § 160A-492 as support for manpower development programs and by N.C.G.S. § 158-7.1 to increase employment and business prospects within County.

11. **E-VERIFY.** As a condition of payment for services rendered under this agreement, Agency shall comply with the E-Verify compliance requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Agency shall perform duties described in this agreement through a subcontractor, Agency shall require the subcontractor to comply with the requirements of Article 2 of

Chapter 64 of the North Carolina General Statutes as well. Agency shall verify, by affidavit, compliance of this section upon request of the County.

12. **IRAN DIVESTMENT ACT CERTIFICATION.** By signing this contract, Agency's chief executive officer certifies that Agency is not a company that is identified on a list created by the State Treasurer pursuant to G.S. 147-86.58 as a company engaging in investment activities in Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be bound as of the ____ day of _____, 20__, by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

By:

Toni Stewart, Chair
Board of Commissioners

ATTEST:

Andrea Tebbe, Clerk to the Board of Commissioners

FAYETTEVILLE STATE UNIVERSITY

By:

Darrell T. Allison, Chancellor

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

Approved for Legal Sufficiency
Upon Execution by All Parties

By: _____
County Attorney's Office

By: _____
County Finance Director

EXHIBIT 1

Scope of Services to Be Provided by Fayetteville State University Through Its Innovation and Entrepreneurship Hub

The Innovation and Entrepreneurship Hub will provide innovative workspaces, meeting facilities, business counseling expertise, workshops, computers, 3D printers, and other tools to support the needs of regional small businesses and associated organizations. Included will be a collaboration with community partners to assist under-represented contractors in qualifying for and bidding on contracts. Specific small business support resources to be permanently housed in the Hub will include the Veterans Business Outreach Center (VBOC), the Small Business Technology and Development Center (SBTDC), the EDA University Center, and the Construction Resource Office. Other resources will leverage HUB space as needed. Item 4 in the attachment provides budget details.

EXHIBIT 2

Budget for Use of County Funds for Fayetteville State University's Innovation and Entrepreneurship Hub

Technology upgrade to provide broadband access, computers, and 3D printers at the Hub	\$150,000
Compensation for support staff providing training and education at the Hub	<u>\$100,000</u>
Total County Funding for Project Budget	\$250,000



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 6/19/2023

SUBJECT: CUMBERLAND COUNTY ANIMAL SERVICES BOARD (2) VACANCIES

BACKGROUND

The Cumberland County Animal Services Board has the following two (2) Vacancies:

At-Large Positions:

Jeffrey D. Brooks-Completed first term. Eligible for reappointment. The Animal Services Board recommends **Jeffrey D. Brooks.**

Charlotte Davis-Completed first term. Eligible for reappointment. The Animal Services Board recommends **Charlotte Davis.**

The applicant list, roster, and Animal Services recommendation letter are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals for the two (2) vacancies on the Cumberland County Animal Services Board.

ATTACHMENTS:

Description	Type
Cumberland County Animal Services Board Roster	Backup Material
Cumberland County Animal Services Board Applicant List	Backup Material
Cumberland County Animal Services Board Letter of Recommendation	Backup Material

ANIMAL SERVICES BOARD
3 Year Term
(Terms extended from 2 to 3 years on 8/5/02)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Knowledge & Experience in Dog Behavior and/or Handling Position</u>				
Dennis Patterson (/) 6080 Cedar Creek Rd Fayetteville, NC 28312 910-224-2182	6/22	1 st	6/25 6/30/25	Yes

Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly-Based and Representative Organization Interested in the Care and Protection of Animals Position

Lee Ward 1310 Goodview Avenue Fayetteville, NC 28305 527-6565 LW628984@gmail.com	12/21	1st	June/24 6/30/24	Yes
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Ex-Officio - The Veterinarian on Contract to the Animal Services Department Position

Dr. Meredith Garringer
375 Conifer Drive
Fayetteville, NC 28314
704-975-1100
mgarringer@co.cumberland.nc.us

At-Large Positions

Jeffrey D. Brooks 4700 Matchwood Ct Fayetteville, NC 28306 822-2875/580-3088 Jdbphd08@gmail.com	11/20	1st	June/23 6/30/23	Yes
Charlotte Davis 717 Shopton Ct Fayetteville, NC 28303 867-0747/818-1509 chuckid@nc.rr.com	10/20	1 st full term	June/23 6/30/23	Yes

City of Fayetteville Resident Positions

Shannon Pingitore 2509 Morganton Road Fayetteville NC 283 03 910-987-3141 email@carolinapetcare.com	10/20	2nd	June/23 6/30/23	No
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Jennifer Castello (H/F) 3803 Talus Rd Fayetteville, NC 28306 360-682-8750 Jennrami1007@gmail.com	10/20 9/22	2nd	Sept/25 9/30/25	No
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Board was established by ordinance adopted on January 4, 1999 **Sec.3-4 June 2021 Ordinance all terms expire on June 30 in the year of the term expiration. Contact: Sandra Bohannon 321- 6843

Meetings: Bimonthly (Feb./Apr./June/Aug./Oct./Dec.) – 1st Monday (*no meetings held on first or last day of any month*) - 6:00 PM - 4704 Corporation Dr.

**APPLICANTS FOR
ANIMAL SERVICES BOARD**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BARRETT, MARK (W/M) COLLEGE 4559 CAMDEN RD. FAYETTEVILLE, NC 28306 910-423-0763 (H) 910-391-8949 (C) 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 FIRE CAPTAIN/ BUSINESS OWNER	SOME
BECKLEY, TAMMY (W/F) 4341 PRODUCTION DRIVE FAYETTEVILLE NC 28306 NO PHONE # LISTED T.BECKLEY@NITTA.GELATIN.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: CITY OF FAYETTEVILLE RESIDENT	HR GENERALIST NITTA GELATIN	SOME COLLEGE
BOWSER, JOVAN (B/F) 2106 MANNING DRIVE FAYETTEVILLE, NC 28306 757-775-7789 BOWSER.JOVAN@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 SENIOR LEADER COURSE CATEGORY: GENERAL PUBLIC **Currently serving on the Board of Adjustment	PROTOCOL/EQUAL OPPORTUNITY SPECIALIST/US ARMY ADVISOR TO COMMANDER	MS PROJECT MGMT
COX, STACY A. (ASIAN/F) 7528 WILKINS DRIVE FAYETTEVILLE NC 28311 910-476-7367 *SERVES ON THE BOARD OF HEALTH* SAKUNI@AOL.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	HOMEMAKER DISABLED	SOME COLLEGE

APPLICANTS FOR
ANIMAL SERVICES BOARD Page 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HYMAN, DOROTHY E (W/F) 2018 FARGO DRIVE FAYETTEVILLE NC 28306 494-6585 ELAINEB@NC.RR.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: CITY OF FAYETTEVILLE RESIDENT</i>	COSMETOLOGIST LEGION ROAD HAIR DESIGN	HIGH SCHOOL
MCGILLIVRAY, DAVID PAUL (W/M) 6006 DAHLGREN AVE FAYETTEVILLE NC 28314 910-988-6131 D.P.MCGILLIVRAY@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: CITY OF FAYETTEVILLE RESIDENT</i>	HOUSING INSPECTOR SELF-EMPLOYED RETIRED MILITARY	SOME COLLEGE
MCKNIGHT, ANTHONY LEE II (B/M) 4200 DAVID STREET FAYETTEVILLE, NC 28304 910-391-4514 Tlmcknight1991@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: CITY OF FAYETTEVILLE RESIDENT/GENERAL PUBLIC</i>	WALMART ASSOCIATE	SOME COLLEGE
MCKOY, DATREZ, RAHEAM (B/M) 418 ACACIA CIRCLE APT H FAYETTEVILLE NC 28314 910-736-8169 MCKOYDATREZ@YAHOO.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>	GENERAL LABOR	HIGH SCHOOL

**APPLICANTS FOR
ANIMAL SERVICES BOARD Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PARKER, FRANK (W/M) 6456 CEDAR CREEK RD FAYETTEVILLE NC 28314 919-963-2751 FRANKMPARKER@YAHOO.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: CITY OF FAYETTEVILLE RESIDENT; GENERAL PUBLIC; PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY; PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING	MILITARY(RETIRED)	HIGH SCHOOL
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 CATEGORY: CITY OF FAYETTEVILLE RESIDENT Currently appointed to Cumberland County Industrial Facilities and Pollution Control Financing	LT COLONEL US ARMY RETIRED/PT INSTRUCTOR	BS, AS
STEBLETON, BRIANNA 5521 SHADY PINE CT FAYETTEVILLE NC 28304 910-856-4214 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: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY OR ANOTHER SUCH BROADLY BASED ORGANIZATION INTERESTED IN THE CARE AND PROTECTION OF ANIMALS, PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING	OFFICE MANAGER VOLUNTEER COORDINATOR	SOME COLLEGE
STEIGELMAN, SABRINA (A/F) 2100 ROCK AVENUE FAYETTEVILLE, NC 28303 226-5059 (H/C)/6782797 (W) Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: JACKSONVILLE ONSLOW LEADERSHIP ACADEMY CATEGORY: CITY OF FAYETTEVILLE RESIDENT	GRANTS AND PROJECT MANAGER CUMBERLAND COUNTY SCHOOLS	MA LIBRARY SCIENCE

APPLICANTS FOR
ANIMAL SERVICES BOARD Page 4

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
TAYLOR, MADELEINE A (-M) 812 TAMARACK DRIVE APT 8202 FAYETTEVILLE, NC 28311 919-924-5901 MABBYO@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>	NONE LISTED	HIGH SCHOOL
TYLER, BRIAN J (W/M) 1414 RAEFORD ROAD FAYETTEVILLE, NC 28305 717-514-6889 BJTINNC@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: Leadership Harrisburg <i>CATEGORY: CITY OF FAYETTEVILLE RESIDENT</i>	ARTIST/FLORIST HARRIS TETTER/SELF EMPLOYED	B.S. GETTYSBURG COLLEGE

Elaine Smith
Director of Animal Services



ANIMAL SERVICES DEPARTMENT

FROM: SANDRA BOHANNON, CLERK TO THE ANIMAL SERVICES BOARD

DATE: JUNE 6, 2023

SUBJECT: ANIMAL SERVICES BOARD REAPPOINTMENT

The Animal Services Board met for their regularly scheduled Board meeting on June 5, 2023. Charlotte Davis and Jeffrey Brooks terms on the Animal Service Board are set to expire on June 30, 2023. The Board voted unanimously to reappoint Charlotte Davis and Jeffrey Brooks to serve another term on the Animal Services Board.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 6/19/2023

**SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITOR'S BUREAU
BOARD OF DIRECTORS (1) VACANCY**

BACKGROUND

The Fayetteville Area Convention and Visitor's Bureau Board of Directors has the following one (1) vacancy:

Hotel/Motel Over 100 Rooms Representatives:

Adam Collier-Completing Second Term on June 30, 2023. Not Eligible for Reappointment.

The Fayetteville Area Convention and Visitor's Bureau Board of Directors recommends **Michaela Stephens** for appointment.

The membership roster, applicant list, and Fayetteville Area Convention and Visitor's Bureau Board of Director's recommendation letter are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individual for the one (1) vacancy on the Fayetteville Area Convention and Visitor's Bureau Board of Directors.

ATTACHMENTS:

Description	Type
Fayetteville Area Convention and Visitor's Bureau Board of Director's Roster	Backup Material
Fayetteville Area Convention and Visitor's Bureau Board of Director's Applicant List	Backup Material
Fayetteville Area Convention and Visitor's Bureau Board of Directors Letter of Recommendation	Backup Material

FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS
3 Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
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Appointed by Board of County Commissioners:

Hotel/Motels under 100 rooms Representatives:

Lily Schmidt	8/22	1st	Aug/25	Yes
TownePlace Suites by Marriott-Skibo			8/30/25	
5238 Foxfire Rd.				
Fayetteville, NC 28303				
910-764-1100 (W) 910-224-0306 (M)				
lilys@immhotels.com				

Hotel/Motel over 100 rooms Representatives:

Adam Collier	8/20	2nd	May/23	No
Fairfield Inn & Suites			5/31/23	
3612 South River School Rd				
Wade, NC 28395				
910-223-7867/910-309-9736				
Adam.collier@marriott.com				

At Large

Sheba McNeill	10/21	1 st	Oct/24	Yes
542 Williwood Rd			10/31/24	
Fayetteville, NC 28311				
910-229-1111/910-568-5005				
Shemc20@gmail.com				

At Large

Jimmy Keefe	10/21	1 st	Oct/24	Yes
Trophy House			10/31/24	
370 Echo Lane				
Fayetteville, NC 28303				
910-987-2255				
jkeefe@thetrophyhouseinc.com				

Local Business

Tony Kotso-Poulos	10/21	1 st	Oct/24	Yes
474 Kingsford Rd			10/31/24	
Fayetteville, NC 28314				
910-964-5901				
akotso@aol.com				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Appointed by FACVB Board of Directors:

Hotel/Motel with 6000+ Meeting Space Representative

Manish Mehta	10/21	1st	Oct/24	Yes
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Embassy Suites
229 Forest Creek Drive
Fayetteville, NC 28303
910-494-1918
msmehta@5pointsnc.com

(FACVB Board of Directors Appointee)

Hotel/Motel Representative

Byron McNeill	10/21	1st	Oct/24	Yes
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Hampton Inn & Suites
2065 Cedar Creek Rd
Fayetteville, NC 28312
313-779-1963
Byron.mcneill2@hilton.com

(FACVB Board of Directors Appointee)

Local Business

Fred Surgeon	10/21	1 st	Oct/24	Yes
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Sweet Valley Ranch
2990 Sunnyside Road
Fayetteville, NC 28312
910-733-0617
fsurgeon@bellsouth.net

(FACVB Board of Directors Appointee)

Cumberland County Manager or Designee (Voting Member):

Sally Shutt, Cumberland Assistant County Manager

General Manager of the Crown Complex or Designee (Voting Member):

Seth Benalt, General Manager Crown Complex

City of Fayetteville Manager or Designee (Voting Member):

Jodi Phelps, City of Fayetteville Manager

Ex-Officio Positions (Non-Voting):

Airborne and Special Operations Museum
Tourism Development Authority
President of Fayetteville Area Hospitality Association
President of the Cool Springs Downtown District
President of the Fayetteville Cumberland County Economic Development Corporation
Fayetteville Area Convention and Visitors Bureau, Page 3
Past Chair of the Fayetteville Area Convention and Visitors Bureau
One (1) Position at Board Discretion

County Commissioner Liaison (Non-Voting):

VACANT

Meetings: Quarterly – Fourth Wednesday of the first month at 12 p.m.

Contact: Randy Fiveash (or Jennifer Betshlimon), Fayetteville Area Convention & Visitors' Bureau – 483-5311

rfiveash@visitfayettevillenc.com & jbetshlimon@visitfayettevillenc.com

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS

<u>NAME/ADDRESS/TELEPHONE</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
FISHER-ROBINSON, JANICE (B/F) 4405 RUBY ROAD FAYETTEVILLE, NC 28311 JROBINSON4405@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>	RETIRED	HS/SOME COLLEGE
JONES, NICOLE DANIELLE (B/F) 112 WEATHERSTONE DR. APT. 102 FAYETTEVILLE, NC 28311 758-5945(H)/723-3685(M/W) LOVEJONESPROSERVICES@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: LOCAL BUSINESS</i>	SOCIAL WORKER/SMALL BUSINESS OWNER	BS
MABE, S. AARON (-/M) 7018 BYERLY DRIVE HOPE MILLS NC 28348 910-670-3497 AMABE221@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 <i>CATEGORY: GENERAL PUBLIC</i>	CCP/DUAL ENROLLMENT PROGRAM COORDINATOR FTCC	MASTERS

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS Page 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
MCKNIGHT, ANTHONY LEE II (B/M) 4200 DAVID STREET FAYETTEVILLE, NC 28304 910-391-4514 Tlmcknight1991@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>	WALMART ASSOCIATE	SOME COLLEGE
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 <i>CATEGORY: GENERAL PUBLIC</i>	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS-COMMUNICATIONS
MOORE, BENJAMIN (B/M) 5419 CEDAR CREEK RD FAYETTEVILLE NC 28312 804-593-8237/433-1657 BMOORE@CI.FAY.NC.US 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: CITY OF FAYETTEVILLE LEADERSHIP ACADEMY <i>CATEGORY: GENERAL PUBLIC</i>	ENGINEERING SPECIALIST II CITY OF FAYETTEVILLE	COLLEGE LISTED
RENTERIA, ANTONIO (H/M) 506 LAW ROAD FAYETTEVILLE, NC 28311 910 583-4850 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY <i>CATEGORY: GENERAL PUBLIC</i>	DIRECTOR OF OPERATIONS	BA LIBERAL ARTS\ GRADUATE STUDENT

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS Page 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SIMMS-THOMPkins, RACHEL (B/F) 490 CARLTON PLACE FAYETTEVILLE, NC 28311 646-234-9290 RSIMMSTHOMPkins@YAHOO.COM 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 <i>CATEGORY: GENERAL PUBLIC</i>	CHARTER COMMUNICATIONS	SOME COLLEGE
THOMPSON, LYNNDORA (B/F) 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 LYNNDORATHOMPSON3@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>	UNEMPLOYED	BA, MA



Where history meets

history in the making.

Hotel/Motel Over 100 Rooms Representative Recommendation:

Michaela Stevens
General Manager; Trinity Hospitality
michaelas@trinityncsc.com
910.565.7008



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 6/19/2023

SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

BACKGROUND

At the June 5, 2023, regular meeting, the Board of Commissioners nominated the following individuals to fill the five (5) vacancies on the Cumberland County Juvenile Crime Prevention Council:

Juvenile Defense Attorney:

Mike Fiala

At-Large Representatives:

Dr. Antonio Jones

Dr. Mark Kendrick

Person Under the Age of 21:

Daesha Baldwin

Local Management/Managed Care (Mental Health):

Terrasine Gardner

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the five (5) vacancies on the Cumberland County Juvenile Crime Prevention Council.

ATTACHMENTS:

Description

Type

CUMBERLAND COUNTY
JUVENILE CRIME PREVENTION COUNCIL
(Two-year terms)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Local School Superintendent or designee</u>				
Bruce Morrison Cumberland County Schools P.O. Box 2357 Fayetteville, North Carolina 28302 Phone: 678-2495	1/12			
<u>Chief of Police or designee</u>				
Lt. Mike Mulcahy Fayetteville Police Department 467 Hay Street Phone: 433-1910	12/22			
<u>Local Sheriff or designee</u>				
Sgt. Melody Farnham Cumberland County Sheriff's Office 131 Dick Street Fayetteville, North Carolina 28301 Phone: 677-5474	12/22			
<u>District Attorney or designee</u>				
Caitlyn Lacey Assistant District Attorney District Attorney's Office 117 Dick Street, Suite 427 Fayetteville, North Carolina 28301 Phone: 678-2915	012/22			
<u>Chief Court Counselor or designee</u>				
Jason Hunter Department of Juvenile Justice P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 321-3712	8/19			
<u>Mental Health Representative or designee</u>				
Tina Higgs Alliance Health – Community Relations, Court Liaison 711 Executive Place Fayetteville, North Carolina 28305 910-491-4794	04/14			

Cumberland County Juvenile Crime Prevention Council Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Director of Social Services or designee</u>				
Natasha Tomlinson	11/17			
Cumberland County Department of Social Services				
P.O. Box 2429				
Fayetteville, North Carolina 28302-2429				
Phone: 321-6459				
<u>County Manager or designee</u>				
Heather Skeens	12/22			
Assistant County Manager				
Cumberland County Courthouse				
P.O. Box 1829				
Fayetteville, North Carolina 28302-1829				
Phone: 678-7725				
<u>Chief District Judge or designee</u>				
Judge Cheri Siler-Mack	12/22			
P.O. Box 363				
Fayetteville, North Carolina 28302				
Phone: 678-2901				
<u>Health Director or designee</u>				
Dr. Jennifer Green	10/20			
1235 Ramsey Street				
Fayetteville, North Carolina 28301				
Phone: 433-3783				
<u>Parks and Recreation Representative</u>				
Crystal Glover	10/20			
City of Fayetteville				
Parks and Recreation Dept.				
433 Hay Street				
Fayetteville, North Carolina 28301				
Phone: 433-1547				
<u>County Commissioner</u>				
Glenn Adams	3/15			
P.O. Box 1829				
Fayetteville, NC 28302-1829				
Phone: 678-7771				

Cumberland County Juvenile Crime Prevention Council, Page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Substance Abuse Professional</u> Louise Leake Carolina Treatment Center 1664 Wellons Drive Fayetteville, NC 28304 366-2613/864-8739	01/23	1st	Jan/25 01/31/25	Yes
<u>Member of Faith Community</u> Sandra Renee Lanford 714 Emerald Drive Fayetteville, NC 28311 910-489-1258 Landfords4christ@yahoo.com	01/23	1st	Jan/25 1/31/25	Yes
<u>Person Under Age 21</u> Jadelyn Velasquez 325 Gentle Winds Drive Fayetteville, NC 28311 910-7852971 jadelynvelasquez02@gmail.com	01/23	1st	Jan/25 01/31/25.	Yes
<u>Member of Public Representing the Interests of Families of At-Risk Individuals:</u> Mariamarta Conrad PO Box 64 Stedman, NC 28391 988-2293/759-0350 mmtconrad@gmail.com	3/21	1st	Mar/23 3/31/23	Yes
<u>Juvenile Defense Attorney</u> Michael Fiala 6213 Castlebrooke Lane Linden, NC 28356 910-988-6907 Mike.fiala@smithdickey.com	3/21	2nd	Jan/23 1/31/23	No
<u>Member of Business Community</u> Dwight E. Palmer Jr. 1139 Helmsley Drive Fayetteville, NC 28314 868-2575/476-0799/892-6405 depalmerjr@yahoo.com	1/21	1st	Jan/23 1/31/23	Yes

Cumberland County Juvenile Crime Prevention Council, Page 4

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>United Way or Non-Profit</u>				
Amy Navejas 3496 Thamesford Rd Fayetteville, NC 28311 910-964-0171 Amynavejas@gmail.com	1/23	2nd	Jan/25 1/31/25	No
<u>At Large Representatives</u>				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 536-3886/491-4816 tegardner@alliancehealthplan.org	12/21	2nd	Dec/23 12/31/23	Yes
Dr. Antonio Jones 505 Platinum Street Fayetteville, NC 28311 302-0057/729-4144 drjonesa@gmail.com	3/21	2nd	Jan/23 1/31/23	No
Nicole Hawkins-Jones 418 Taipei Ct Fayetteville, NC 28303 758-4771 Nicole.hawkins@ncdps.gov	11/19	2nd	Nov/21 11/30/21	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com	3/21	2 nd	Apr/23 4/30/23	No

Non-Voting Member

Lance Britt lance.britt@ncdps.gov 919-323-6845 (cell)

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room –109
Bradford Ave, Lower-Level Conference Room, Fayetteville, NC 28301.

Contact: Cindy Tucker 910-678-7723



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 6/19/2023

SUBJECT: JOINT FORT LIBERTY AND CUMBERLAND COUNTY FOOD POLICY COUNCIL

BACKGROUND

At the June 5, 2023, regular meeting, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Joint Fort Liberty and Cumberland County Food Policy Council:

Members Who Work in Local Government:

Kenny Bailey

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy on the Joint Fort Liberty and Cumberland County Food Policy Council.

ATTACHMENTS:

Description	Type
The Joint Fort Liberty and Cumberland County Food Policy Council Roster	Backup Material

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

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Co-Chair / Military Chair from Fort Bragg (1)</u>				
Lt. Col. Tathetra Joseph (VACANT) 233 Sand Rock Road Fayetteville, NC 28306 803-463-1516 (M) Tathetra.m.joseph.mil@mail.mil	2/22	1 st	Feb/23 2/28/23	Yes
<u>Co-Chair / Civilian Chair from Cumberland County (1)</u>				
Sandy Ammons (W/F) (VACANT) 2201 Hull Road Fayetteville, NC 28303 988-7350/678-8201 Ammonss@faytechcc.edu	12/21	1 st	Dec/22 12/31/22	Yes
<u>Members Who Do Not Work in Local Government or Health Agencies (3)</u>				
Clifton Johnson (B/M) 918 Liberty Lane Fayetteville, NC 28311 706-550-8270 clifton4mayor@gmail.com	2/23	1 st 2/28/25	Feb/25	Yes
Veronica Feliciano (H/F) Need information acox@methodist.edu	4/23	1 st	April/25 4/30/25	No
Lauren R. Tyler (-/-) 2613 Beard Road Eastover, NC 28312 910-514-0628 Trucolor3@gmail.com	4/23	2nd	April/25 4/20/25	No
<u>Members Involved in Local Farming and Agriculture (2)</u>				
Alexis McClain (B/M) 822 Ancient Court Fayetteville, NC 28312 209-443-0111 alexiesmcclain03@gmail.com	1/23	1 st	Jan/25 1/31/25	Yes
Elliott, Robert (Native/White/M) 160 Brookstone Drive Cameron, NC 28326 252-725-4875 vetfarmpfnc@gmail.com	1/23	1 st	Jan/25 1/31/25	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
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Member Representing Local Higher Education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College) (1)

Anicca Cox (W/F) (RESIGNED) 6911 Brockwood Street Fayetteville, NC 2834 575-770-4349	4/23	2 nd	Apr/25 4/30/25	Yes
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Member Representing Fort Bragg Schools (1)

Stephanie White (-/F) 5628 Crenshaw Drive Fayetteville, NC 28303 843-209-6848 Msjwhite99@hotmail.com	11/21	1 st	Nov/22 11/30/22	Yes
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Member Representing Cumberland County School District (1)

Sabrina Steigelman (B/F) 2100 Rock Avenue Fayetteville, NC 28303 226-5059(H/M)/678-2797(W) sabrinasteig@gmail.com	2/22	1 st	Feb/23 2/28/23	Yes
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Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access, or Child and Adult Care (3)

Shella Korch (W/F) 2113 Stonewash Drive Fayetteville, NC 28306 972-992-8508/223-3393 s.korch@carolinaccc.com	4/23	2 nd	Apr/25 4/30/25	No
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Natasha Randall (B/F) 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 natasharandall717@yahoo.com	4/2312/21	2 nd	April/25 4/30/25	No
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Candace Scott (W/F) VACANT 3551 Sturbridge Drive Hope Mills, NC 28348 382-0804/826-3131 cscott@ccpfc.org	12/21	1 st	Dec/22 12/31/22	Yes
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Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Members Who Work in Local Government (2)</u>				
Kenjuana McCray (B/F) 1625 Citation Court Parkton, NC 28371 910-494-1352 kmccray@townofhopemills.com	11/21	1 st	Nov/22 11/30/22	Yes
Natasha Randall (B/F) VACANT 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 Natasharandall717@yahoo.com	4/23	2 nd	Apr/24 4/30/24	Yes

Contact: Martina Sconiers-Talbert, Grants Manager / 910-433-3672

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

Meeting Location: Public Health, 1235 Ramsey Street, Fayetteville, NC

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



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 6/19/2023

**SUBJECT: FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION
ADVISORY BOARD**

BACKGROUND

At the June 5, 2023, regular meeting, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Fayetteville-Cumberland County Parks and Recreation Advisory Board:

Vickie Mullins

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy on the Fayetteville-Cumberland County Parks and Recreation Advisory Board.

ATTACHMENTS:

Description	Type
Fayetteville-Cumberland County Parks and Recreation Roster	Backup Material

FAYETTEVILLE-CUMBERLAND
PARKS AND RECREATION ADVISORY COMMISSION
3 Year Terms
(Terms were initially 2 and 3 years)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Andrew Dempster Jr. 6238 Esau Street Linden, NC 28356 910-977-5399 drew@smithdickey.com	6/20	1st	June/23 6/30/23	Yes
Trevon McNeill 8436 English Saddle Drive Fayetteville, NC 28314 (910) 364-2693 FDECYP@GMAIL.COM	5/23	1 st	June/26 6/30/26.	Yes
Helen Stovall-Brockett 6998 Point East Drive Fayetteville, NC 910-303-2179 HelenBrockett@gmail.com	5/23	1st	June/26 6/30/26	Yes
Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769 smelcerco@aol.com	6/22	2nd	June/25 6/30/25	No
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 Girlimon1@aol.com	6/20	1st	June/23 6/30/23	Yes
Louis Wood (W/M) 6221 Azelia Drive Stedman, NC 28391 910-308-4861 louis.wood@stateelectric.com	6/20	1st	June/23 6/30/23	Yes
Lee Spruill (W/M) 960 Ken Hancock Lane Stedman, NC 28391 309-0157/483-0191 vleespruill@gmail.com	4/21	2nd	Oct/23 10/31/23	No

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street
Contact: Michael Gibson/Jessica Legette, City of Fayetteville, Phone 433-1547, Fax 433-1762



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 6/19/2023

SUBJECT: LOCAL FIREFIGHTER'S RELIEF FUND BOARD (1) VACANCY

BACKGROUND

According to North Carolina General Statute § 58-84-30, for each county complying with and deriving benefits from the provisions of the Article, there shall be appointed a local board of trustees, known as the trustees of the Firefighters' Relief Fund. The board of trustees shall be composed of five (5) members, two (2) of whom shall be elected by the members of the local fire department(s) who are qualified as beneficiaries of such fund, two (2) of whom shall be elected by the mayor and the board alderman or other local governing body, and one (1) of whom shall be named by the Commissioner of Insurance.

The statute was changed June 30, 2016. Any who were appointed before that date had terms of two years that commenced in the month of January, but they held office until their successors were appointed. Any appointed after that date now serve at the pleasure of the board of commissioners for an indefinite term and may now be appointed at any time, not just January. The statute has always provided that members held office until their successor was appointed. Now it has removed the two-year time limit. All members that were appointed by the board of commissioners on any of these fire department boards may continue to hold office until the board of commissioners appoints a successor and will only hold office for so long as the commissioners allow.

The Vander Fire Department Relief Board has the following vacancy:

VACANT-Retired and Resigned

The Vander Fire Department Relief Fund Board recommends **Donnie Griffin** for appointment. **Donnie Griffin** will replace David R. Chavis who has retired and resigned from the board.

The Vander Fire Department Letter of Recommendation, the North Carolina General Statute, and the Local Firefighter's Relief Fund Memorandum have been attached.

RECOMMENDATION / PROPOSED ACTION

Respectfully, appoint an individual to fill the (1) vacancy on the Local Firefighter's Relief Fund Board.

ATTACHMENTS:

Description	Type
Vander Fire Department Recommendation Letter	Backup Material
Local Firefighter NC General Statute	Backup Material



Vander Fire District

Station 2 & 8

May 31, 2023

TO: Cumberland County Commissioners

FROM: Kenneth Tatum, Asst. Chief, Vander Fire Dept.

Our fire department needs to replace a position on our Firefighter's Relief Fund Board. As per the guidelines of the North Carolina Insurance Commission, the position that is currently vacant must be filled by approval of our Board and the County Commissioners.

Our board agreed to replace the position of David R. Chavis, who has retired and resigned from the board with Donnie Griffin, who is currently a member of our fire department. He would be replacing Mr. Chavis in position #4 on our Relief Fund Board. His information is as follows

:

Donnie Griffin

5384 Cedar Creek Rd.

Fayetteville, NC 28312

(910) 818-3159

We have been unable to locate anyone who can advise us on the procedures for this process, so please do not hesitate to contact me if you need additional information. Thank you all for your assistance in this matter and for your continued service to our community.

Sincerely;

Kenneth A. Tatum

Vander FD Relief Board Chairman

(910) 624-4043 (cell phone)

Email: firekat1977@gmail.com

VANDER FIRE DISTRICT

3509 Clinton, Rd. • Fayetteville, NC 28312

Station: (910) 483-5042 • Fax: (910) 483-7814 • Email: vfd02@nc.rr.com • Facebook: facebook.com/vanderfiredistrict

§ 58-84-30. Trustees appointed; organization.

For each county, town or city complying with and deriving benefits from the provisions of this Article, there shall be appointed a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the Commissioner of Insurance. Their selection and term of office shall be as follows:

- (1) The members of the fire department shall hold an election to elect two representatives to the board to serve at the pleasure of the members of the department. The elected representatives may serve until their resignation or until the department holds an election to replace them. Board members elected pursuant to this subdivision shall be either (i) residents of the fire district or (ii) active or retired members of the fire department.
- (2) The mayor and board of aldermen or other local governing body shall appoint two representatives to the board to serve at the pleasure of the governing body. Board members appointed pursuant to this subdivision shall be residents of the fire district.
- (3) The Commissioner of Insurance shall appoint one representative to serve as trustee who shall serve at the pleasure of the Commissioner. The member appointed pursuant to this subdivision shall be either (i) a resident of the fire district or (ii) an active or retired member of the fire department.

All of the above trustees shall hold office for their elected or appointed time, or until their successors are elected or appointed, and shall serve without pay for their services. They shall immediately after election and appointment organize by electing from their members a chairman and a secretary and treasurer, which two last positions may be held by the same person. The treasurer of said board of trustees shall give a good and sufficient surety bond in a sum equal to the amount of moneys in his hand, to be approved by the Commissioner of Insurance. The cost of this bond may be deducted by the Insurance Commissioner from the receipts collected pursuant to G.S. 58-84-10 before distribution is made to local relief funds. If the chief or chiefs of the local fire departments are not named on the board of trustees as above provided, then they shall serve as ex officio members without privilege of voting on matters before the board. (1907, c. 831, s. 6; C.S., s. 6068; 1925, c. 41; 1945, c. 74, s. 1; 1947, c. 720; 1949, c. 1054; 1973, c. 1365; 1985, c. 666, s. 64; 1987, c. 174, ss. 1, 5; 2007-246, s. 3; 2012-45, s. 2; 2014-64, s. 1(a); 2016-51, s. 3.)