

---

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE- ROOM 118**  
**OCTOBER 16, 2023**  
**6:45 PM**

---

---

INVOCATION - Commissioner Veronica Jones

**PUBLIC COMMENT PERIOD**

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
  - A. Approval to Pay Prior Year Invoices
  - B. Approval of Proclamation Recognizing Antoine Duane Jones
  - C. Approval of Domestic Violence Awareness Proclamation
  - D. Approval of Budget Ordinance Amendments for the October 16, 2023 Board of Commissioners' Agenda
  - E. Approval of Cumberland County Board of Commissioners Agenda Session Items
    1. Contract for Design Build Transfer Station at Ann Street Landfill
    2. Onsite Fuel Supply Contract Amendment for Solid Waste
    3. Former Clifffdale Landfill Participation in NCDEQ Pre-regulatory Landfill Program
    4. Electronic Records & Electronic Signatures Policy
    5. Resolution Authorizing an Increase to the Federal Micro-Purchase Threshold and Self-Certifying Compliance as of the most Recent Audit
    6. Lease Amendment with Cumberland County Communicare, Inc.
    7. Closure of a Portion of SR 4089 (King Road)
    8. Classification and Compensation Study Recommendations
3. ITEMS OF BUSINESS
  - A. Consideration of Grant Awards for Specialty Courts - Justice Services
  - B. Consideration of Mid-Carolina Local Workforce Development Area Chief Elected Official Board (CEOB) Agreement
  - C. Medicaid Expansion Overview & Infrastructure/Technology Request
4. NOMINATIONS

A. Library Board of Trustees (2 Vacancies)

5. APPOINTMENTS

A. Cemetery Commission (1 Vacancy)

6. CLOSED SESSION: If Needed

**ADJOURN**

**REGULAR BOARD MEETINGS:**

**November 6, 2023 (Monday) 9:00 AM**

**November 20, 2023 (Monday) 6:45 PM**

**December 4, 2023 (Monday) 9:00 AM**

**WATCH THE MEETING LIVE**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://www.cumberlandcountync.gov). LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

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





FINANCE DEPARTMENT

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 10/5/2023**

**SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES**

**BACKGROUND**

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

<b>Department</b>	<b>Vendor</b>	<b>Invoice Date/Services Rendered</b>	<b>Amount</b>
Governing Body	Carlton Hubbard Photography	February 22, 2023	\$898.80
<b>GOVERNING BODY TOTAL</b>			<b>\$898.80</b>
Solid Waste	Cintas	June 30, 2023	\$105.93
Solid Waste	Crawford Sprinkler Co.	May 11, 2023	\$1,682.58
Solid Waste	Belflex Staffing	May and June 2023	\$8,685.03
Solid Waste	NextCare	June 8, 2023	\$66.00
<b>SOLID WASTE TOTAL</b>			<b>\$10,539.54</b>
Social Services	Life-Way Group Homes	May and June 2023	\$1,462.00
Social Services	Thompson Child & Family Focus	June 2023	\$302.50
Social Services	Life Opportunities	June 2023	\$511.87
Social Services	Life Changing Behavioral Health Services	February and June 2023	\$2,374.40
Social Services	Karlotta Richards	July 7, 2020	\$1,300.00
Social Services	Karen Jones	March 7, 2023	\$240.00
Social Services	Labcorp	May and June 2023	\$206.00
Social Services	Lutheran Family Services	January 2023	\$8,774.48
Social Services	Alexander Youth Network	June 2023	\$220.98
<b>SOCIAL SERVICES TOTAL</b>			<b>\$15,392.23</b>

**RECOMMENDATION / PROPOSED ACTION**

---

Management is requesting approval to pay prior year invoices for the Governing Body totaling \$898.80, Solid Waste invoices totaling \$10,539.54, and Social Services invoices totaling \$15,392.23.

**ATTACHMENTS:**

Description	Type
Prior Year Invoice - Social Services	Backup Material
Prior Year Invoice - Governing Body	Backup Material
Prior Year Invoice - Solid Waste	Backup Material

Brenda Reid Jackson  
Director

Dawn Oxendine  
Assistant Director  
Legal Services

Donnie Perry  
Division Director  
Business Operations



**CUMBERLAND**  
**COUNTY**  
NORTH CAROLINA

**Department of Social Services**

Kristin Bonoyer  
Assistant Director  
Social Work Services

Vivian Tookes  
Assistant Director  
Economic Services

Heike Hammer  
Division Chief  
Performance Management

**MEMORANDUM**

**TO:** VICKI EVANS, FINANCE DIRECTOR

**THROUGH:** BRENDA JACKSON, DIRECTOR *[Signature]*

**THROUGH:** DONNIE PERRY, BUSINESS OPERATIONS DIVISION  
DIRECTOR

**FROM:** JOY WELBORN, ACCOUNTING SPECIALIST I *[Signature]*  
COURTNEY WILLIAMS, ACCOUNTING TECHNICIAN IV *[Signature]*

**DATE:** SEPTEMBER 26, 2023

**SUBJECT:** REQUEST TO PAY PRIOR YEAR (FY22, FY 23) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2022 and Fiscal Year 2023 invoices.

**Validation Statement:** We have validated service delivery for each of the invoices attached.

**Verification Statement:** We have verified for each of the invoices attached that none are duplicates and have not been previously paid.

**Measures of Prevention:** Vendors have been counseled on the importance of submitting invoices timely. We have also strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted.

Attachments

*We stand united to strengthen individuals and families and to protect children and vulnerable adults...*

P.O. Box 2429 | Fayetteville, North Carolina 28302-2429 | Phone: 910-677-2589 | Fax: 910-677-2886

www.ccdssnc.com

## CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

### Prior Fiscal Year Invoices Presented for Payment

VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
LIFE-WAY GROUP HOMES	VENDOR 9937	\$1,462.00	RECEIVED INVOICE FROM FOSTER CARE PROVIDER OUTSIDE OF FY 22-23. VENDOR WAS CONTACTED MULTIPLE TIMES PRIOR TO FISCAL YEAR CUT OFF TO SUBMIT INVOICES AND COMPLETE REGISTRATION AS A VENDOR.VENDOR IS NOW REGISTERED IN MUNIS.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET
THOMPSON CHILD & FAMILY FOCUS	VENDOR 8752	\$302.50	RECEIVED INVOICE FROM THE VENDOR ON 08/10/2023 WHICH IS OUTSIDE OF FY 22-23. THIS INVOICE IS DATED 07/06/2023.	CAN BE ABSORBED INTO THE BUDGET
LIFE OPPORTUNITIES THERAPEUTIC HOME SERVICES	VENDOR 3753	\$511.87	RECEIVED INVOICE FROM VENDOR ON 08/16/2023 WHICH IS OUTSIDE OF FY 22-23. VENDOR WAS INFORMED OF PROCESS TO PAY PRIOR YEAR INVOICES AND ADVISED TO SUBMIT INVOICES TIMELY TO AVOID THIS NEXT FISCAL YEAR.	CAN BE ABSORBED INTO THE BUDGET
LIFE CHANGING BEHAVIORAL HEALTH SERVICES	VENDOR 9123	\$2,374.40	INVOICE WAS NOT ABLE TO BE PROCESSED BECAUSE THE FINANCIAL CONTRACT AUTHORIZING SPECIAL RATE WAS NOT RECEIVED PRIOR TO THE FY 22-23 CUTOFF.	CAN BE ABSORBED INTO THE BUDGET
KARLOTTA RICHARDS	VENDOR 10093	\$1, 300.00	INVOICE WAS RECEIVED ON 08/10/2023 WHICH IS OUTSIDE OF FY 22-23. INVOICE WAS DELAYED DUE TO MISCOMMUNICATION BY HER SOCIAL WORKER ACCORDING TO BACKUP DOCUMENTATION PROVIDED.	CAN BE ABSORBED INTO THE BUDGET.



VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
KAREN JONES	VENDOR 11191	\$240.00	INVOICE WAS RECEIVED ON 08/21/2023 WHICH IS OUTSIDE OF FY 22-23. INVOICE IS DATED 07/31/2023.	CAN BE ABSORBED INTO THE BUDGET.
LABCORP	VENDOR 3716	\$112.00	INVOICE WAS RECEIVED ON 08/21/2023 WHICH IS OUTSIDE OF FY 22-23. INVOICE IS DATED 07/31/2023.	CAN BE ABSORBED INTO THE BUDGET.
LABCORP	VENDOR 3716	\$94.00	INVOICE WAS RECEIVED ON 08/21/2023 WHICH IS OUTSIDE OF FY 22-23. INVOICE IS DATED 07/31/2023.	CAN BE ABSORBED INTO THE BUDGET.
LUTHERAN FAMILY SERVICES	VENDOR 3783	\$8,774.48	INVOICE WAS RECEIVED ON 9/8/2023 WHICH IS OUTSIDE OF FY 22-23. INVOICE IS DATED 01/31/2023.	CAN BE ABSORBED INTO THE BUDGET.
ALEXANDER YOUTH NETWORK	VENDOR 2729	220.98	INVOICE WAS RECEIVED ON 09/18/2023 WHICH IS OUTSIDE OF FY 22-23. INVOICE IS DATED 07/05/2023.	CAN BE ABSORBED INTO THE BUDGET.

**TOTAL: \$ 15,392.23**

*We stand united to strengthen individuals and families and to protect children and vulnerable adults...*

P.O. Box 2429 | Fayetteville, North Carolina 28302-2429 | Phone: 910-323-1540 | Fax: 910-323-3396

www.ccdssnc.com

DR. TONI STEWART  
Chairwoman

GLENN B. ADAMS  
Vice Chairman

MICHAEL C. BOOSE  
JEANNETTE M. COUNCIL  
W. MARSHALL FAIRCLOTH  
VERONICA B. JONES  
JIMMY KEEFE



**CUMBERLAND**  
**COUNTY**  
NORTH CAROLINA

ANDREA TEBBE  
Clerk to the Board

IVA CLARK  
Deputy Clerk

## BOARD OF COMMISSIONERS

October 11, 2023

TO: FINANCE DEPARTMENT  
FROM: ANDREA TEBBE, CLERK TO THE BOARD *AK2*  
RE: CARLTON HUBBARD INVOICE  
CC: CLARENCE GRIER, COUNTY MANAGER

Please approve the prior year attached invoice which was presented for payment after the deadline to pay Fiscal Year 2023 invoices.

Validation Statement : We have validated service delivery for the invoice attached. The Clerk ' s office was contacted by Carlton Hubbard Photography on September 19, 2023 regarding an outstanding invoice in the amount of \$898.80 for headshots of the Board of Commissioners. The invoice had been emailed to previous clerk, but she had retired, and staff did not receive the emails.

The invoice will be paid by Clerk's office using the misc. account 1014100 533510.

VENDOR NAME	VENDOR#	INVOICE#	\$ AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FY BUDGET
CARLTON HUBBARD PHOTOGRAPHY	2969	9620	\$898.80	INVOICE WAS PRESENTED AFTER DEADLINE FOR FY23 INVOICE PROCESSING	WILL BE ABSORBED IN FY24 BUDGET



## Solid Waste Management

### MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: AMANDA L. BADER, GENERAL MANAGER NATURAL RESOURCES

DATE: OCTOBER 3, 2023

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY23) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2023 invoices.

**Validation:** We have validated service delivery for the invoices attached.

- CINTAS – Service was received for the Month of June 2023 with Invoice being dated 07/07/2023. Invoice 8406336652 in the amount of \$105.93 was filed under invoice date instead of billing month for processing, and therefore missed the closing date for FY23 invoices.
- CRAWFORD – Service was requested by the Solid Waste Maintenance Department and Crawford Sprinkler Co. processed the leak repair request in the Month of May 2023. Invoice 12461922 in the amount of \$1,682.58 was emailed by Vendor to Solid Waste Administration on August 21, 2023 with request for payment.
- NEXTCARE – Service was requested and received on 06/08/2023 for employee listed on Invoice dated 09/14/2023 in the amount of \$66.00. The Solid Waste Administration received this invoice on 09/27/2023 with the request for payment.
- BELFLEX STAFFING – BelFlex staffing requested payment by e-mail on August 10, 2023 for 5 outstanding invoices. Invoice 2764345 in the amount of \$783.00, invoice 2764882 in the amount of \$1,136.80 and invoice 2764613 in the amount of \$800.40 have not been received previously by the Solid Waste Department as the vendor used the wrong addressee. The temporary employee provided by BelFlex worked the hours for which we were billed. Same e-mail included invoice 2764347 in the amount of \$3,068.10 and 2764060 in the amount of \$2,896.73 which have been researched and the temporary employees billed to Solid Waste have been requested and worked during the billed time frame.

**Verification Statement:** We have verified the invoices attached are not duplicates and have not been previously paid. (ATTACHED)

**Measure of prevention:** We have strengthened additional tracking measures to easier identify when recurring vendor invoices have not been submitted.

The cost of the invoices can be absorbed in this year's budget:

Vendor	Budget Org – Obj	Amount
Cintas	6254606-533671	\$105.93
Crawford	6254608-533404	\$1,682.58
NextCare	6254607-533204	\$66.00
BelFlex	6254606-533301	\$8,685.03



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ANDREA TEBBE, CLERK TO THE BOARD**

**DATE: 10/16/2023**

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING ANTOINNE DUANE JONES**

**BACKGROUND**

A request was received for a proclamation recognizing Antoine Duane Jones and his photography exhibit at The Arts Council of Fayetteville/Cumberland County.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of proclamation.

**ATTACHMENTS:**

Description

Proclamation Recognizing Antoine Duane Jones

Type

Backup Material



COUNTY OF CUMBERLAND

NORTH CAROLINA

## Proclamation

*WHEREAS, Antoine Duane Jones, a native of Youngsville, Ohio, and father of three has become widely recognized for his diverse work in photography; and*

*WHEREAS, Mr. Jones graduated from Fayetteville State University in North Carolina with a Bachelor of Science in Business Administration with a concentration in Marketing and Management. He is a proud member of the Phi Beta Sigma Fraternity, Inc and serves in the Alpha Omega Sigma/FS alumni chapter and as the appointed International Chairman for the Sigma Fathers Committee; and*

*WHEREAS, Mr. Jones has become CCO and lead photographer of ADJ Media & ADJM Sports, Majority Magazine CEO and the marketing Director for Runneth Water Co. He is also an author of an entrepreneur focused book called The Down Entrepreneur, runs a kid's community program called FitKidFresh, and was recently named the Director of Marketing at the Jacksonville Veterans Chamber of Commerce; and*

*WHEREAS, Antoine Duane Jones was voted PBFW BlackExcellence Award-Best Photographer in 2020 and 2021 and 2017 TAHAA's Atlanta's Hottest Photographer; and*

*WHEREAS, Antoine Duane Jones "shoots" the Fayetteville Arts Council on October 20-21, 2023 to the Year 2079 with his photography exhibition and book signing; and*

*WHEREAS, Antoine Duane Jones is a professional photographer and entrepreneur who is committed to giving his best to people to bring the best out of them, He works hard to bring his clients' visions to life and creates art as he "Shoots to Kill" with his cameras.*

*NOW, THEREFORE, BE IT PROCLAIMED, that the Cumberland County Board of Commissioners does hereby proclaim the 20<sup>th</sup> day of October in the year 2023 to be in honor of Antoine Duane Jones.*

*Adopted this 16th day of October 2023.*

---

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



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ANDREA TEBBE, CLERK TO THE BOARD**

**DATE: 10/16/2023**

**SUBJECT: APPROVAL OF DOMESTIC VIOLENCE AWARENESS PROCLAMATION**

**BACKGROUND**

A request was received for a proclamation recognizing October as Domestic Violence Awareness Month in Cumberland County.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of the proclamation.

**ATTACHMENTS:**

Description

Domestic Violence Awareness Proclamation

Type

Backup Material

## roclamation

*WHEREAS, domestic violence touches every community in this Nation. Americans of every race, religion, color, age, and background can be affected. The consequences of domestic violence transcend generations, impact children and reshape families; and*

*WHEREAS, domestic violence can include physical, mental, sexual, emotional, and financial abuse. Domestic violence violates an individual's privacy, dignity, security and humanity; and*

*WHEREAS, 1 in 3 women and 1 in 4 men have been physically abused by a partner and 1 in 15 children are exposed to violence in the home; and*

*WHEREAS, victim-survivors of domestic violence exhibit remarkable strength, courage and resilience; and*

*WHEREAS, domestic violence could happen to a family member, a neighbor, a friend, a coworker. It takes all of us to be part of the solution and help end this harmful cycle.*

*WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to show support for the survivors of domestic violence, to honor those who lost their lives to domestic violence and to learn more about preventing domestic violence; and*

*WHEREAS, Cumberland County stands in support of the survivors of domestic violence, as well as law enforcement and other brave individuals who are focused on protecting and advocating for the victims, families and communities affected by domestic violence.*

*NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim the month of October 2023, to be Domestic Violence Awareness Month in Cumberland County to support the survivors, remember those who have lost their lives to domestic violence and continue to spread awareness.*

*Adopted the 16<sup>th</sup> day of October 2023.*

---

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



## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR**

**DATE: 10/10/2023**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE  
OCTOBER 16, 2023 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

##### **General Fund 101**

**1) Facilities Maintenance – Budget Ordinance Amendment B240124 to recognize funds from the North Carolina Volkswagen Settlement Zero Emission Vehicle Infrastructure Program in the amount of \$10,000**

The Board is requested to accept and approve Budget Ordinance Amendment B240124 to recognize funds from the North Carolina Volkswagen Settlement Zero Emission Vehicle Infrastructure Program in the amount of \$10,000. This funding will be used to install vehicle charging stations at the Public Health Department.

Please note that this amendment requires no additional county funds.

**2) Sheriff's Office Grants – Budget Ordinance Amendment B240151 to recognize grant funds from the United States Department of Justice in the amount of \$239,824**

The Board is requested to accept and approve Budget Ordinance Amendment B240151 in the amount of \$239,824 as follows: \$119,912 for the Cumberland County Sheriff's Office and \$119,912 for the Fayetteville Police Department. The allocation of funds is determined by the United State Department of Justice. These funds will be used for riot gear, ballistic shields, database subscriptions, remote firing devices, breaching and quick saws, storage containers, artificial intelligence software, trauma kits, stop sticks and air card technology for the North Carolina State Bureau of Investigation's database.

Please note this amendment requires no additional county funds.

**3) General Government Other – Budget Ordinance Amendment B240201 to reconcile FY24 funds in the amount of \$8,121,245**

The Board is requested to approve Budget Ordinance Amendment B240201 to reconcile FY24 funds in the amount of \$8,121,245. This is a reconciliation of the American Rescue Plan Act funds that were approved at the June 5, 2023, Board of Commissioners meeting for the approved projects in FY23. The FY24 budget should reflect the appropriation of general fund balance and not a transfer from Fund 240.

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

**County School Fund 106**

**4) School Capital Outlay Category I - Budget Ordinance Amendment B240133 in the amount of \$812,820 for school capital outlay**

The Board is requested to approve Budget Ordinance Amendment B240133 in the amount of \$812,820 for school capital outlay. This revision is to reconcile the approved and allocated amounts from the Cumberland County Board of Education for repair and renovation projects.

Please note this amendment requires no additional county funds.

**Federal Drug Forfeiture Fund 204**

**5) Federal Drug Forfeiture – Budget Ordinance Amendment B240091 to appropriate Federal Drug Forfeiture fund balance in the amount of \$60,000**

The Board is requested to approve Budget Ordinance Amendment B240091 to appropriate Federal Drug Forfeiture fund balance in the amount of \$60,000. These funds will be used to purchase the NICE software, that is cloud based. This software will streamline the intake, management and the presentation of digital evidence for prosecutors, public defenders and court officials.

Please note this amendment requires appropriation of the Federal Drug Forfeiture fund balance.

**Inmate Welfare Fund 207**

**6) Inmate Welfare – Budget Ordinance Amendment B240857 to appropriate Inmate Welfare fund balance in the amount of \$136,910**

The Board is requested to approve Budget Ordinance Amendment B240857 to appropriate Inmate Welfare fund balance in the amount of \$136,910. These funds will be used to purchase Court TV for the Detention Center. This is an arraignment video system that will assist with less movement and ensure the safety of the inmates.

Please note this amendment requires appropriation of the Inmate Welfare fund balance.

**7) Inmate Welfare – Budget Ordinance Amendment B240037 to appropriate Inmate Welfare fund balance in the amount of \$30,000**

The Board is requested to approve Budget Ordinance Amendment B240037 to appropriate Inmate Welfare

fund balance in the amount of \$30,000. These funds will be used to purchase the NICE software, that is cloud based. This software will streamline the intake, management, and the presentation of digital evidence for prosecutors, public defenders and court officials.

Please note this amendment requires appropriation of the Inmate Welfare fund balance.

#### **Animal Medical Fund 215**

##### **8) Animal Medical – Budget Ordinance Amendment B240027 to appropriate Injured Animal fund balance in the amount of \$24,126**

The Board is requested to approve Budget Ordinance Amendment B240027 to appropriate Injured Animal fund balance in the amount of \$24,126. This funding will be used for the medical treatment, housing and other expenses related to the horses and foals that were rehomed in August 2023.

Please note that this amendment requires appropriation of Injured Animal fund balance.

#### **State Capital Infrastructure Fund (SCIF) Homeless Grant Fund**

##### **244/General Fund 101**

##### **9) SCIF Homeless Grant/General Government Other - Budget Ordinance Amendment B240144 to transfer general fund balance in the amount of \$200,000 to the SCIF Homeless Grant fund**

The Board is requested to approve Budget Ordinance Amendment B240144 to transfer general fund balance in the amount of \$200,000 to the SCIF Homeless Grant fund. These funds will be used for land acquisitions for the Homeless Support Center.

Please note this amendment requires appropriation of general fund balance.

#### **Metropolitan Planning Organization (MPO) Administration Fund**

##### **273/General Fund 101**

##### **10) MPO Administration Fund/General Government Other – Budget Ordinance Amendment B240135 to appropriate and transfer general fund balance in the amount of \$43,687**

The Board is requested to approve Budget Ordinance Amendment B240135 to appropriate general fund balance in the amount of \$43,687 and to transfer this amount to the MPO Administration Fund. These funds will be used to increase the FY24 budget due to the shortfall in FY23 that will result in a break even in this fund at the end of FY24.

Please note this amendment requires appropriation of general fund balance.

#### **NC Elderly Fund 277**

##### **11) Community Transportation Program - Budget Ordinance Amendment B240120 to recognize the extension of grant funds from the North Carolina Department of Transportation in the amount of \$206,463**

The Board is requested to accept and approve Budget Ordinance Amendment B240120 to recognize the

extension of grant funds from the North Carolina Department of Transportation in the amount of \$206,463. These funds will be used for eligible operating expenses under Section 5311 of the CARES Act. This funding is available until June 30, 2024.

Please note this amendment requires no additional county funds.

**RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 10/12/2023**

**SUBJECT: CONTRACT FOR DESIGN BUILD TRANSFER STATION AT ANN STREET LANDFILL**

#### **BACKGROUND**

The 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.

This item was presented at the June 8, 2023, Board of Commissioners' Agenda Session meeting. The Board approved TA Loving Company, Inc. as the best qualified respondent at the June 19, 2023, Board of Commissioners' Regular meeting.

We are now submitting the Phase 1 portion of the Contract that includes 60% design and some preliminary sitework.

Funding is available within the Solid Waste budget.

The Phase 1 Contract has undergone pre-audit and has been deemed legally sufficient by the County Legal Department. At the October 12, 2023, Agenda Session, the Board of Commissioners approved placing this contract on the Consent Agenda for the October 16, 2023, Regular Meeting.

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

County Management and Staff recommend the Board of Commissioners:

1. Approve the Phase 1 Contract with TA Loving, Inc.



2. Allow the Chairwoman to execute the contract on behalf of the County.

**ATTACHMENTS:**

Description

Type

Agreement without Appendices

Backup Material

Design Build Criteria

Backup Material



# 02

## DBIA 535 General Conditions





This page intentionally left blank.

# Standard Form of General Conditions of Contract Between Owner and Design-Builder

**Document No. 535**

Third Edition, 2022

© Design-Build Institute of America  
Washington, D.C.



# **TABLE OF CONTENTS**

<b>Article</b>	<b>Name</b>	<b>Page</b>
Article 1	General	1
Article 2	Design-Builder's Services and Responsibilities	3
Article 3	Owner's Services and Responsibilities	8
Article 4	Hazardous Conditions and Differing Site Conditions	10
Article 5	Insurance and Bonds	11
Article 6	Payment	12
Article 7	Indemnification	15
Article 8	Time	17
Article 9	Changes to the Contract Price and Time	17
Article 10	Contract Adjustments and Disputes	19
Article 11	Stop Work and Termination	21
Article 12	Electronic Data	24
Article 13	Miscellaneous	25

# **Article 1**

## **General**

### **1.1 Mutual Obligations.**

**1.1.1** *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### **1.2 Basic Definitions.**

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

**1.2.2** *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

**1.2.3** *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

**1.2.4** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.5** *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

**1.2.6** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

**1.2.7** *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

**1.2.8** *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

**1.2.9** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, and other acts of God.

**1.2.10** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

**1.2.11** *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

**1.2.12** *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement*, or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*.

**1.2.13** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.14** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.15** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.16** *Site* is the land or premises on which the Project is located.

**1.2.17** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.18** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.19** *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.20** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as impairing Design-Builder's complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary



procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

**2.2.2** Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

## **2.3 Standard of Care for Design Professional Services.**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

## **2.4 Design Development Services.**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

**2.4.1.1** Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain

a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

**2.4.1.2** On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.1.3** Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

**2.4.1.4** If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Unless owner directs that a design element or component be used neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility. Such assistance does not relieve Owner of its responsibility for obtaining these permits. Such assistance does not impair Design-Builder's entitlement to an increase in the Contract Price and or an extension of the Contract Time in the event the obtaining of such permits impacts Design-Builder's cost and/or Contract Time.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and in accordance with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual

relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative may be an individual who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation

excludes defects caused by Owner's abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## **Article 3**

### **Owner's Services and Responsibilities**

#### **3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

### **3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

### **3.3 Financial Information.**

**3.3.1** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

### **3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### **3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents. Owner has no intent to use separate Contractors under Owner's control for any portion of this work unless Design Builder's default creates the necessity for Owner to do so.

## **Article 4**

### **Hazardous Conditions and Differing Site Conditions**

#### **4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site, provided that such removal or remediation is not undertaken by Design-Builder or its Contractors, Subcontractors or consultants.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site solely by Design-Builder, its Contractors or Subcontractors or anyone for whose acts they may be liable.

#### **4.2 Differing Site Conditions.**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and

generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **Article 5**

### **Insurance and Bonds**

#### **5.1 Design-Builder's Insurance Requirements.**

**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

#### **5.2 Owner's General Liability Insurance.**

**NONE**

#### **5.3 Owner's Property Insurance.**

**NONE**

#### **5.4 Bonds and Other Performance Security.**

**5.4.1** Design-Builder is required to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.



**5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

## **Article 6**

### **Payment**

#### **6.1 Schedule of Values.**

**6.1.1** Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

#### **6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Build all amounts properly due. If Owner determines that Design-Build is not entitled to all or part of an Application for Payment as a result of Design-Build's failure to meet its obligations hereunder, it will notify Design-Build in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Build must take to rectify Owner's concerns. Design-Build and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Build may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

**6.3.3** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Build all undisputed amounts in an Application for Payment within the times required by the Agreement.

### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Build any undisputed amount that becomes due, Design-Build, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

### **6.5 Design-Build's Payment Obligations.**

**6.5.1** Design-Build will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Build has received from Owner on account of their work. Design-Build will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Build will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

### **6.6 Substantial Completion.**

**6.6.1** Design-Build shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Build's notice, Owner and Design-Build will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Build's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Build all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the

reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

## **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **Article 7**

### **Indemnification**

#### **7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

#### **7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely. Owner shall provide direction on the manner in which Design-Builder pays any sales taxes on materials or services purchased for the Work and Design-Builder

#### **7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay

for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within seven (7) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

#### **7.4 Design-Builder's General Indemnification.**

**7.4.1** Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. In no event is Design-Builder responsible for indemnifying or holding harmless Owner for any claims, losses, damages, liabilities or attorneys' fees arising from Owner's negligent acts or omissions. Design-Builder's liability under this indemnity shall not exceed the amount this Agreement obligates Owner to pay Design-Builder.

**7.4.2** For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.3** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

#### **7.5 Owner's General Indemnification.**

**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable and only to the extent that Owner's separate contractors have not been obtained by Owner to correct or finish the work as a result of Design-Builder's default in the performance of the work. Owner's liability under this indemnity shall not exceed the amount this Agreement obligates Owner to pay Design-Builder.

#### **7.6 Limited Recourse.**

**7.6.1** None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

## **Article 8**

### **Time**

#### **8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

#### **8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, but without limitation, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and

Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

## **9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

## **9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

## **9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including overhead and profit in an amount equal to the overhead and profit Design-Builder is otherwise receiving for the Work as a whole, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

## **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

# **Article 10**

## **Contract Adjustments and Disputes**

### **10.1 Requests for Contract Adjustments and Relief.**

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### **10.2 Dispute Avoidance and Resolution.**

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly and reasonably with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.



**10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, either party may file an action in the appropriate trial court division in Cumberland County fully subject to the mediation requirements of State statutes, and applicable State statutes of limitations.

#### **10.4 Duty to Continue Performance.**

**10.4.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

#### **10.5 CONSEQUENTIAL DAMAGES.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

##### **10.5.2 THIS MUTUAL WAIVER INCLUDES:**

10.5.2.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

10.5.2.2 Damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

10.5.2.3 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

**10.5.3** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

## **Article 11**

### **Stop Work and Termination**

#### **11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.

#### **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

### **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

### **11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare

the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

## **11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, or terminate the Agreement and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## **11.6 Termination for Convenience.**

**11.6.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**11.6.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**11.6.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**11.6.1.3** The amount set forth in Article 8 of the Agreement.

**11.6.2** If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

## **Article 12**

### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

#### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder may agree upon the software and the format for the transmission of Electronic Data. If the parties agree upon the software and format, each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data. If the parties do not agree upon the software and format, all Contract Documents shall be transmitted as paper hard copies.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

#### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 13**

### **Miscellaneous**

#### **13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which meets all the conditions set forth in N.C.G.S. § 132-1.2(1). If Design-Builder needs to provide Owner any information which it deems to be Confidential Information it must give advance written notice of what the Confidential Information contains. If Owner agrees that the Confidential Information meets all the conditions set forth in N.C.G.S. § 132-1.2(1), Owner agrees to take all reasonable measures to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. If Owner does not agree the Confidential Information meets all the conditions set forth in N.C.G.S. § 132-1.2(1), or that Owner cannot reasonably maintain the confidentiality of the Confidential Information, Owner shall advise Design-Builder of this in writing. Upon receipt of such notice from Owner Design-Builder may elect to continue with or without disclosing the information it deems Confidential Information. If Design-Builder discloses the information it deems Confidential Information and any claim is made against Owner under the Public Records laws, Design-Builder shall be responsible to provide the legal defense for Owner for this claim and shall be liable to Owner for any damages, costs, or expenses incurred by or judgment entered against Owner arising out of such claim.

#### **13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

#### **13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

#### **13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

#### **13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the

validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

**13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**ANN STREET LANDFILL MSW TRANSFER STATION PROGRESSIVE DESIGN BUILD  
OWNERS PERMIT LIST**

Cumberland County is responsible for obtaining the following permits, for which applications have already been submitted:

- City of Fayetteville Site Plan Application
- North Carolina Department of Environmental Quality (NCDEQ) Solid Waste Facility Permit Modification

Design-Builder shall obtain and pay for all other necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. These permits include but are not limited to the following from the City of Fayetteville and State of North Carolina:

- NC Erosion Control Permit
- Building Permit with Supporting Plans
  - Construction Plans and Specifications
  - Life Safety Plan
- Mechanical Permit
- Electrical Permit
- Plumbing Permit
- Temporary Electric Permit
- Temporary Certificate of Occupancy Permit



**ANN STREET LANDFILL MSW TRANSFER STATION PROGRESSIVE DESIGN BUILD  
INSURANCE EXHIBIT TO THE AGREEMENT**

The Design-Builder certifies that it will have the following insurance coverage at the time the contract is awarded. The Design-Builder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in North Carolina by the North Carolina Department of Insurance.

- (a) Employer's Liability and Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the General Statutes of North Carolina during the course of the contract shall be in noncompliance with the contract.
- (b) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. the County must be named as an additional insured and so endorsed on the policy.
- (c) Automobile Liability - \$1,000,000 combined single limit. Contractor must assure that the required coverage is maintained by the contractor (or third party owner of such motor vehicle.)

The page features several large, solid-colored rectangular blocks. A large blue block is on the left side, and a large grey block is on the right side. A smaller black block is at the top right, and a smaller dark grey block is at the bottom right. The number '02' is printed in a large, bold, black font on the right side, overlapping the grey block.

# 02

DBIA 544 Owner-DB  
Progressive Agreement



This page intentionally left blank.

# Progressive Design- Build Agreement

**Document No. 544**

Second Edition, 2022

© Design-Build Institute of America  
Washington, D.C.





## Progressive Design-Build Agreement

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2023, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

Cumberland County Solid Waste  
698 Ann Street  
Fayetteville, NC 28301

**DESIGN-BUILDER:**

T. A. Loving Company  
400 Patetown Road  
Goldsboro, NC, 27530

**PROJECT:**

Ann Street Landfill Transfer Station Design and Construction, 698 Ann Street, Fayetteville, NC 28301

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **PART 1 - DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES**

### **1.1 GENERAL SERVICES.**

- A. Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.
- B. If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

### **1.2 PHASED SERVICES.**

- A. Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).
- B. Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.

- 1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price as a Lump Sum.

- 1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

- 1.3.1.1 The Contract Price that may be based on a Lump Sum, which shall be the sum of:
  - i. Design-Builder's Fee as defined in Section 6.4.1 hereof;
  - ii. The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and
  - iii. If applicable, any prices established under Section 6.1.3 hereof;
- 1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;
- 1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
- 1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- 1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- 1.3.1.6 If applicable, a schedule of alternate prices;
- 1.3.1.7 If applicable, a schedule of unit prices;



- 1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);
- 1.3.1.9 If applicable, a Savings provision;
- 1.3.1.10 If applicable, Performance Incentives;
- 1.3.1.11 The time limit for acceptance of the Proposal; and
- 1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.
- 1.3.2 Review and Adjustment to Proposal.
  - 1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.
  - 1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.
  - 1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:
    - i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.3 above;
    - ii. Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
    - iii. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the options under Section 1.3.2.3 within twenty (20) days of receipt of Design-Builder's notice, then Owner, with Design-Builder's agreement, may continue to discuss and negotiate the Proposal with Design-Builder for an additional twenty (20) day period. There is no limit to the number of successive twenty (20) day periods to which the Owner and Design-Builder may agree. Owner retains the right to exercise any of the options under Section 1.3.2.3 during any successive twenty (20) day period. If Design Builder declines to agree to an additional twenty (20) day period requested by the Owner, then Owner will be deemed to have elected option (iii) above, and this Agreement will be deemed terminated for convenience. If Owner terminates the relationship with Design-Builder under Section 1.3.2.3 (iii), then Design-Builder shall have no further liability or obligations to Owner under this Agreement. Upon a termination for convenience under Section 1.3.2.3 (iii): (a) Design-Builder shall be entitled to payment in accordance with Article 9 of this Agreement, and (b) Owner shall be entitled to negotiate a contract with Design-Builder's prime engineering subconsultant to continue to serve as the engineer of record for the design on either a lump sum amount or an hourly rate basis.

## 2 CONTRACT DOCUMENTS

### 2.1 THE CONTRACT DOCUMENTS ARE COMPRISED OF THE FOLLOWING:

- 2.1.1 All written modifications, written amendments, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

- 2.1.2 The Contract Price Amendment referenced in Section 1.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 1.3 herein.
- 2.1.3 This Agreement, including all exhibits (A - Owner's Project Criteria, B - Scope of Work, C- Design-Builder's personnel stationed at Design-Builder's principal or branch offices assigned to the Project.) but excluding, if applicable, the Contract Price Amendment;
- 2.1.4 The General Conditions of Contract;
- 2.1.5 Construction Documents prepared and approved in accordance with Section 1.4 of the General Conditions of Contract;

### **3 INTERPRETATION AND INTENT**

- 3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.
- 3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.
- 3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.
- 3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.
- 3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

### **4 OWNERSHIP OF WORK PRODUCT**

- 4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.
- 4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the



"Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

- 4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:
- 4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and
- 4.3.2 Owner agrees to pay Design-Builder the additional sum of zero Dollars (\$0.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.
- 4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.
- 4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law. Owner's liability under this indemnification shall not exceed the total cost of the Project.

## 5 CONTRACT TIME

- 5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

### 5.2 SUBSTANTIAL COMPLETION AND FINAL COMPLETION.

- 5.2.1 Substantial Completion of the entire Work shall be achieved no later than ninety (90) calendar days for Phase 1 Services after the Date of Commencement and four hundred and sixty-nine (469) calendar days for Phase 2 Services ("Scheduled Substantial Completion Date").
- 5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

- 5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 5.4 Liquidated Damages. Work on the Project shall be commenced with adequate forces within the time stipulated in the Contract Documents and fully completed within the stated Contract Time of consecutive calendar days, which shall include Saturdays, Sundays and holidays. No Work shall be performed on Saturdays, Sundays, and legal holidays without the prior approval of Owner. When Design-Builder desires to work on one of the above days, it shall request in writing approval at least one week in advance of the day or days on which they desire to work. Holidays will follow the County's Holiday Schedule.
- 5.4.1 Liquidated damages for this Agreement shall be assessed for each and every calendar day that the Work remains incomplete beyond the Contract Time.
- 5.4.2 It is further agreed that time is of the essence of each and every portion of this Agreement and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement Design-Builder is allowed an additional time for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Agreement; provided, that Design-Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:
- To any preference, priority, or allocation or order duly issued by the Owner;
  - To unforeseeable cause beyond the control and without the fault or negligence of Design-Builder, including, but not restricted to, acts of God or of the public enemy, acts of Owner, acts of another Contractor in the performance of a contract with Owner, fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; and
  - Manufacturing Delays and Extended/Changed Lead Times that are out of the Design-Builder's control.
  - To any delays of subcontractors occasioned by any of the causes specified in subsections (a) (b) and (c) of this Section 5.4.2, immediately above.
- 5.4.3 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately calculate. Design-Builder agrees that if Substantial Completion is not attained the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One thousand Dollars (\$1,000.00) per day as liquidated damages, and not as a penalty, for each day that Substantial Completion extends beyond the LD Date.
- 5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any AND ALL EXTRA COSTS, LOSSES, EXPENSES, CLAIMS, PENALTIES, AND ANY OTHER DAMAGES, WHETHER SPECIAL OR CONSEQUENTIAL, AND OF WHATSOEVER NATURE, INCURRED BY OWNER WHICH ARE OCCASIONED BY ANY DELAY IN ACHIEVING SUBSTANTIAL COMPLETION, INTERIM MILESTONE DATES (IF ANY) OR FINAL COMPLETION.
- 5.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed 30 cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:
- the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.
- 5.7 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.
- 5.7.1 Owner shall have a minimum of 14 days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

- 5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within 14 days of receipt by Owner.

## 6 CONTRACT PRICE

### 6.1 CONTRACT PRICE.

- 6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of nine hundred twenty eight thousand, seven hundred and fifty Dollars (\$928,750.00) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.
- 6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:
- 6.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of TBD Dollars (\$TBD) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.
- 6.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:
- 6.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of thirteen percent (13%) of the additional costs incurred for that Change Order.
- 6.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:
- An amount equal to the sum of thirteen percent (13%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).
- 6.4 Design Builders Fee
- 6.4.1 Design-Builder's Fee shall be: thirteen percent (13%) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.
- 6.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:
- 6.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of thirteen percent (13%) of the additional Costs of the Work incurred for that Change Order.
- 6.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include: An amount equal to thirteen percent (13%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

### 6.5 COST OF THE WORK.

- 6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:
- 6.5.1.1 Wages of direct employees, including supervisory and administrative personnel of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be based on the rates set forth in Exhibit C Attached.
- 6.5.1.2 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit C and performing the function set forth in said Exhibit.

- 6.5.1.3 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.
- 6.5.1.4 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- 6.5.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- 6.5.1.6 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.
- 6.5.1.7 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.
- 6.5.1.8 Costs of removal of debris and waste from the Site.
- 6.5.1.9 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.
- 6.5.1.10 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- 6.5.1.11 Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- 6.5.1.12 All fuel and utility costs incurred in the performance of the Work.
- 6.5.1.13 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.
- 6.5.1.14 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- 6.5.1.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- 6.5.1.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- 6.5.1.17 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.
- 6.5.1.18 Accounting and data processing costs related to the Work.
- 6.5.1.19 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- 6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:
  - 6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2, and 6.5.1.3 hereof.
  - 6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.
  - 6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

## **6.6 ALLOWANCE ITEMS AND ALLOWANCE VALUES.**

- 6.6.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.
- 6.6.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents

consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

- 6.6.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- 6.6.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.
- 6.6.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

## **7 PROCEDURE FOR PAYMENT**

- 7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms.)

### **7.2 CONTRACT PRICE PROGRESS PAYMENTS.**

- 7.2.1 Design-Builder shall submit to Owner on the \_\_\_\_\_ Twelfth \_\_\_\_\_ ( 12th \_\_\_\_\_) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.
- 7.2.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract. All payments shall be made by electronic funds transfers from Owner's account to Design-Builder's account.
- 7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

### **7.3 RETAINAGE ON PROGRESS PAYMENTS.**

- 7.3.1 Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.
- 7.3.2 Owner will retain five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.
- 7.3.3 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

- 7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.
- 7.5 Interest. Progress payments due and unpaid by Owner to Design-Builder shall bear interest commencing five (5) days after payment is due at the rate of 1% per month or fraction thereof until paid. The final payment shall bear interest in accordance with G.S. 143-134.1(a) with the Design-Builder regarded as the prime contractor."
- 7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

## 8 TERMINATION FOR CONVENIENCE

- 8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

The fair and reasonable sums for overhead and profit on the sum of items as set forth in Section 11.6.1 of the General Conditions.

- 8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

- 8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid zero percent (0%) of the remaining balance of the Contract Price.
- 8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid zero percent (0%) of the remaining balance of the Contract Price.

## 9 REPRESENTATIVES OF THE PARTIES

### 9.1 OWNER'S REPRESENTATIVES.

- 9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Amanda L. Bader

General Manager Natural Resources

698 Ann Street, Fayetteville, NC 28301

O: 910-438-4041

- 9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Mike Renfrow

Landfill Operations Manager

698 Ann Street, Fayetteville, NC 28301

C: 910-322-1537

## 9.2 DESIGN-BUILDER'S REPRESENTATIVES.

- 9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Charles D. Fuller

Vice President

400 Patetown Rd. Goldsboro, NC 27530

C: 814-424-4456

- 9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Christopher J. Myers

Vice President

400 Patetown Rd. Goldsboro, NC 27530

C: 919-580-8934

## 10 BONDS AND INSURANCE

- 10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

- 10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required

Payment Bond.

☒ Required

## 11 OTHER PROVISIONS

HDR Project No. 10366504

Cumberland County, NC  
Ann Street Transfer Station Design Build Management  
Owner-DB Progressive Agreement 2022 10366504

March 30, 2023  
RFP – Performance Specifications

### 11.1 OTHER PROVISIONS, IF ANY, ARE AS FOLLOWS:

### 11.2 LISTING OF EXHIBITS AND DOCUMENTS INCORPORATED HEREIN:

Exhibit A – Owner’s Project  
Criteria Exhibit B – Scope of  
Services

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract")  
Contract Price Amendment, if any.

## 12 LIMITATION OF LIABILITY

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed 100 percent (100%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

## 13 E-VERIFY AND IRAN STATEMENT

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."

## 14 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.



In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

County of Cumberland

(Name of Owner)

(Signature)

DR. TONI STEWART

(Printed Name)

Chairwoman to the Board of County Commissioners

(Title)

Date: \_\_\_\_\_

**DESIGN-BUILDER:**

T. A. Loving Company

(Name of Company)

(Signature)

T.C. Edmondson, III, PE

(Printed Name)

President/CEO

(Title)

Date: 8/31/2023

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

BY: Vicki Evans

County Finance Officer

APPROVED FOR LEGAL SUFFICIENCY

**upon formal execution by all parties** *en*

BY: 10/6/23

County Attorney's Office

*per FLM approval*

**Ann Street Landfill Transfer Station Design and Construction**  
Cumberland County, North Carolina

**Exhibit C**

**List of Home Office Personnel Stationed at Principal and  
Branch Offices  
& Project Labor Rates**

**List of Home Office Personnel Stationed at the Principal and Branch  
Offices**

- Estimator
- Assistant Estimator
- Project Coordinator
- Accounting Specialist
- Accountant
- Director of Safety
- Director of Insurable Risk
- Safety Admin/Engineer
- Business Developer
- Recruiter
- HR Associate
- Project Controls Manager
- Project Manager
- Design Manager
- Project Engineer
- Operations Manager
- Shop Manager
- Shop Personnel
- Marketing/Photographer

**Exhibit C- T. A. Loving Page 1 of 1**

Personnel Rate Table	Regular Time Rate
General Superintendent	\$275.00
Project Manager/Lead Estimator	\$265.00
Preconstruction Services Manager	\$265.00
Construction Manger	\$265.00
Site Superintendent	\$255.00
Safety Manager	\$225.00
Start-up Manager	\$265.00
Principal-in-Charge	\$275.00
Vice-President/Director	\$270.00
Marketing/Photography/BD	\$195.00
Project Engineer	\$180.00
Assistant Estimator	\$180.00
Safety Engineer	\$190.00
Admin/Project Coordinator	\$100.00
Accounting Specialist	\$85.00
Foreman	\$175.00
Crane/Backhoe Operator	\$155.00
Dozer/Loader Operator	\$125.00
Laborer	\$95.00



**WithersRavenel**  
Our People. Your Success.

EXHIBIT C Wither's Rates

EXHIBIT II

Fee & Expense Schedule

Description	Rate	Description	Rate	Description	Rate
<b>Engineering &amp; Planning</b>		<b>Funding &amp; Asset Management</b>		<b>Environmental</b>	
Construction Project Professional	\$ 175	GIS Senior Specialist	\$ 195	Environmental Technician I	\$ 105
Construction Manager I	\$ 180	GIS Specialist	\$ 175	Environmental Technician II	\$ 120
Construction Manager II	\$ 195	GIS Survey Technician I	\$ 100	Environmental Technician III	\$ 125
Senior Construction Manager	\$ 220	GIS Survey Technician II	\$ 125	Senior Environmental Technician	\$ 145
CAD Technician I	\$ 130	GIS Survey Technician III	\$ 140	Environmental Project Geologist I	\$ 175
CAD Technician II	\$ 140	GIS Survey Lead	\$ 160	Environmental Project Geologist II	\$ 190
Senior CAD Technician	\$ 170	GIS Technician	\$ 120	Environmental Project Geologist III	\$ 215
Designer I	\$ 160	GIS Analyst I	\$ 140	Environmental Senior Project Geologist	\$ 245
Designer II	\$ 180	GIS Analyst II	\$ 160	Environmental Assistant Project Manager	\$ 190
Senior Designer	\$ 200	GIS Project Manager	\$ 195	Environmental Project Manager	\$ 215
Landscape Architect I	\$ 180	GIS Manager	\$ 250	Environmental Senior Project Manager	\$ 235
Landscape Architect II	\$ 205	F&AM Assistant Project Manager	\$ 190	Environmental Director	\$ 280
Landscape Architect III	\$ 225	Intern I	\$ 85	Environmental Project Engineer I	\$ 175
Senior Landscape Architect	\$ 245	Intern II	\$ 110	Environmental Project Engineer II	\$ 190
Landscape Designer I	\$ 160	F&AM Implementation Specialist	\$ 175	Environmental Project Engineer III	\$ 215
Landscape Designer II	\$ 170	F&AM Project Consultant I	\$ 140	Environmental Senior Project Engineer	\$ 245
Planning Technician	\$ 135	F&AM Project Consultant II	\$ 155	Environmental Principal	\$ 300
Planner I	\$ 145	F&AM Project Consultant III	\$ 160	Environmental Project Scientist I	\$ 175
Planner II	\$ 170	F&AM Project Consultant IV	\$ 165	Environmental Project Scientist II	\$ 190
Planner III	\$ 195	F&AM Senior Project Consultant I	\$ 175	Environmental Project Scientist III	\$ 215
Senior Planner	\$ 205	F&AM Senior Project Consultant II	\$ 180	Senior Environmental Project Scientist	\$ 245
Project Engineer I	\$ 195	F&AM Project Manager	\$ 195	Environmental Scientist I	\$ 130
Project Engineer II	\$ 205	F&AM Principal	\$ 290	Environmental Scientist II	\$ 155
Project Engineer III	\$ 225	F&AM Director	\$ 265	Environmental Scientist III	\$ 165
Senior Project Engineer	\$ 245	F&AM Staff Professional I	\$ 95	Environmental Geologist I	\$ 130
Assistant Project Manager	\$ 205	F&AM Staff Professional II	\$ 135	Environmental Geologist II	\$ 155
Project Manager	\$ 225	F&AM Staff Professional III	\$ 180	Environmental Geologist III	\$ 165
Senior Project Manager	\$ 245	F&AM Staff Professional IV	\$ 220	Environmental Professional I	\$ 130
Resident Project Representative I	\$ 125	F&AM Senior Project Manager	\$ 245	Environmental Professional II	\$ 155
Resident Project Representative II	\$ 140	F&AM Senior Technical Consultant	\$ 280	Environmental Professional III	\$ 165
Resident Project Representative III	\$ 160			Environmental Senior Technical Consultant	\$ 275
Senior Resident Project Representative	\$ 170	<b>Geomatics</b>		<b>Administrative</b>	
Staff Professional I	\$ 115	Geomatics CAD I	\$ 125	Administrative Assistant	\$ 80
Staff Professional II	\$ 170	Geomatics CAD II	\$ 140	Administrative Assistant I	\$ 100
Staff Professional III	\$ 180	Geomatics CAD III	\$ 160	Administrative Assistant II	\$ 110
Staff Professional IV	\$ 220	Geomatics Project Manager I	\$ 195	Administrative Assistant III	\$ 120
Senior Staff Professional	\$ 230	Geomatics Project Manager II	\$ 205	Marketing Administration I	\$ 110
Senior Technical Consultant	\$ 285	Geomatics Project Manager III	\$ 245	Marketing Administration II	\$ 135
Client Experience Manager	\$ 260	Geomatics Project Professional I	\$ 175	Director of Marketing	\$ 175
Director	\$ 265	Geomatics Project Professional II	\$ 200	Office Administration	\$ 85
Principal	\$ 290	Geomatics Principal	\$ 275	Office Administrator I	\$ 140
Zoning Specialist	\$ 355	Geomatics Remote Sensing Crew I	\$ 245	Office Administrator II	\$ 145
<b>Project Coordinators</b>		Geomatics Remote Sensing Crew II	\$ 340	Office Administrator III	\$ 155
Project Coordinator I	\$ 120	Geomatics Survey Crew I	\$ 180	<b>Expenses</b>	
Project Coordinator II	\$ 135	Geomatics Survey Crew II (2 Man)	\$ 205	Bond Prints (Per Sheet)	\$ 1.75
Project Coordinator III	\$ 145	Geomatics Survey Crew III (3 Man)	\$ 260	Mylar Prints (Per Sheet)	\$ 11.00
Senior Project Coordinator	\$ 160	Geomatics Senior Manager	\$ 245	Mileage	Per IRS
Lead Project Coordinator	\$ 170	Geomatics Survey Tech I	\$ 80	Delivery - Project Specific (Distance & Priority)	
		Geomatics Survey Tech II	\$ 115	Subcontractor Fees (Markup)	1.15
		Geomatics Survey Tech III	\$ 140	Expenses / Reprod. / Permits (Markup)	1.15
		Geomatics Survey Tech IV	\$ 155	<b>Other</b>	
		Geomatics Sr. Technical Consultant	\$ 245	Expert Witness	\$ 435
		Geomatics SUE Crew 1	\$ 225		
		Geomatics SUE Crew 2	\$ 300		

Effective January 1, 2024 – Schedule is subject to change



The page features several large, solid-colored rectangular blocks. A dark gray block is in the top right. A large blue block is on the left side, and a light gray block is below it. A black block is in the bottom right. The number '02' is printed in a large, bold, black font over the white space between the blue and light gray blocks.

# 02

## Performance and Payment Bonds



This page intentionally left blank.

**The attached performance and  
payment bond and power of  
attorney are not dated.**

---

**Please insert the contract date and  
bond execution date on the bond,  
and the bond execution date on the  
power of attorney before presenting  
to the owner.**

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 107889556

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONTRACTOR (Name and Address):

T. A. Loving Company  
400 Patetown Road  
Goldsboro, NC 27533-0919

### OWNER (Name and Address):

Cumberland County Solid Waste  
698 Ann Street  
Fayetteville, NC 28301

### SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

### CONSTRUCTION CONTRACT

#### Date:

Amount: \$928,750.00 Nine Hundred Twenty Eight Thousand Seven Hundred Fifty Dollars and 00/100

Description (Name and Location): Ann Street Landfill Transfer Station

### BOND

#### Date (Not earlier than Construction Contract Date):

Amount: \$101,701.32 One Hundred One Thousand Seven Hundred One Dollars and 32/100

Modifications to this Bond:

☒ None

☐ See Page 3

### CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

T. A. Loving Company

Signature:

Name and Title: T.C. Edmondson III, PE  
CEO & President

### SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name and Title: Dawn D. Eason  
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services, LLC  
4309 Emperor Blvd., Ste. 300  
Durham, NC 27703  
919-281-4500

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## **12 DEFINITIONS**

**12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## **MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY  
Company:

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 107889556

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

**KNOW ALL MEN BY THESE PRESENTS:** that T. A. Loving Company  
(Here insert full name and address or legal title of Contractor)

400 Patetown Road Goldsboro, NC 27533-0919

as Principal, hereinafter called Principal, and, Travelers Casualty and Surety Company of America  
(Here insert full name and address or legal title of Surety)

One Tower Square, Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto Cumberland County Solid Waste  
(Here insert full name and address or legal title of Owner)

698 Ann Street Fayetteville, NC 28301

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Hundred One Thousand Seven Hundred One Dollars and 32/100  
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 101,701.32 ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, entered into a contract with Owner  
for  
(Here insert full name, address and description of project)  
Ann Street Landfill Transfer Station

In accordance with Drawings and Specifications prepared by \_\_\_\_\_  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

## LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

ATTEST:

By:

Michael C. Cox (Witness)

T. A. Loving Company

(Principal)

(Seal)

By:

T.C. Edmondson III, PE (Title) CEO & President

WITNESS:

By:

Michele W. Carter (Witness)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

Dawn D. Eason (Title) Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dawn D Eason** of **MATTHEWS**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

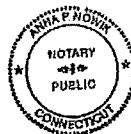
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

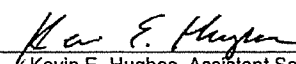
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





# 02

## Certificate of Insurance





This page intentionally left blank.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>6100 Fairview Rd Ste 1400</b> <b>Charlotte, NC 28210</b> <b>704 543-0258</b>		<b>CONTACT NAME:</b> <b>Brett Royer</b> <b>PHONE (A/C, No, Ext):</b> <b>704 543-0258</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>brett.royer@usi.com</b>															
<b>INSURED</b> <b>T. A. Loving Company</b> <b>PO Box 919</b> <b>Goldsboro, NC 27533</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER D : Pacific Insurance Company Ltd</td> <td>10046</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D : Pacific Insurance Company Ltd	10046	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Hartford Fire Insurance Company	19682																
INSURER B : Hartford Casualty Insurance Company	29424																
INSURER C : Hartford Underwriters Insurance Company	30104																
INSURER D : Pacific Insurance Company Ltd	10046																
INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$150,000 <input checked="" type="checkbox"/> Contractual, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	22CSEQU3561	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	22CSEQU3562	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	22RHUQU3563	04/01/2023	04/01/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	22WNQU3560	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-IFER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution			22CPIBI8915	04/01/2023	04/01/2024	\$5,000,000 Limit \$150,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Project: Design Build - Ann Street Landfill Transfer Station Design and Construction**  
 Certificate holder is included as Additional Insured as it relates to General Liability and Auto Liability when required by written contract in accordance with the terms and conditions of the policy. Umbrella follows form as it relates to additional insureds. 30 day Notice of Cancellation is included.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Cumberland County Solid Waste</b> <b>698 Ann Street</b> <b>Fayetteville, NC 28301</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Paula B Bulman</i>
--	--



# Exhibit – A

## Owner's Project Criteria



# Request for Design Build Proposal – Owner's Project Criteria

TRANSFER STATION

ANN STREET MSW LANDFILL

*Fayetteville, NC*  
April 27, 2023

This page intentionally left blank.

# Contents

Contents .....	i
1 Introduction .....	1
1.1 Project Background .....	1
1.2 Project Scope .....	1
1.3 Project Design Criteria .....	1
2 Civil Design .....	2
2.1 Existing Conditions .....	2
2.2 Site Development .....	2
3 Architectural Design .....	3
3.1 Buildings .....	3
3.2 Building Envelope .....	4
3.3 Interior Construction .....	5
4 Structural Design .....	6
4.1 Summary .....	6
4.2 Design Code Compliance .....	6
4.3 Structural Loading Criteria .....	7
4.4 Loading Criteria .....	7
4.5 Transfer Station Floor Special Considerations .....	8
4.6 Uniform Roof Live Loads .....	8
4.7 Seismic Loads .....	8
4.8 Wind Loads .....	9
4.9 Lateral Earth Pressures .....	9
5 HVAC Design .....	9
5.1 General .....	9
5.2 References Codes and Standards .....	9
5.3 Design Conditions .....	10
5.4 Heating, Ventilation and Air-Conditioning (HVAC) .....	11
5.5 Building Systems .....	11
6 Plumbing Design .....	12
6.1 General .....	12
6.2 References Codes and Standards .....	12
7 Electrical Design .....	14
7.1 General .....	14
7.2 Codes .....	14
7.3 Standards .....	15
7.4 Electrical Service .....	15
7.5 Power Distribution .....	15
7.6 Lighting .....	17
7.7 Grounding .....	17
7.8 Telecommunications System .....	17



## **Appendices**

Appendix A – Solid Waste Permit Application

Appendix B – Site Plan Application Drawings

Appendix C – Geotechnical Investigation

# 1 Introduction

This document supports the Request for Proposal (RFP) to provide additional information for the selected Design-Build team to complete and submit a Technical Proposal and Price Proposal for the project described in this document.

The following sections of this document are the performance requirements for the proposed project and are minimum guidelines and not intended to be complete designs. The Design-Builder will be responsible for the complete design, permitting and construction of the project. The information provided in this document is intended to convey the programs and functional needs for the proposed facility and typical materials and procedures that are to be considered by the design-builder in their Technical and Price proposal. Design-Builder is encouraged to identify and propose alternatives or modifications from the conceptual design that would satisfy the needs for each facility that could result in more efficient construction schedule or costs. The Design-Builder's lump sum fee Price Proposals shall be inclusive of their Proposed Technical Approach.

## 1.1 Project Background

The proposed improvements are desired to provide

- to construct a 750 ton per day waste transfer station for the diversion of waste materials received to facilitate the permitting and construction of a landfill expansion on the site.
- to construct a new administrative office to provide support functions for the transfer station staff with a private ADA accessible restroom facility; and
- to complete sitework to facilitate equipment and personal vehicle movements to the new transfer station and provide erosion and sediment control and treatment from stormwater run-off from the facility.
- County has established a firm budget of \$6,000,000 for the design and construction of the proposed improvements.

## 1.2 Project Scope

Design, permit and construct a waste transfer station, a detached administrative office, and complete all site work and site improvements as outlined in these performance requirements and as agreed upon by the County in its award of the project. The County has submitted a solid waste permit application to the North Carolina Department of Environmental Quality (*Appendix A*) and a drawings to the City of Fayetteville for a Site Plan Application (*Appendix B*).

## 1.3 Project Design Criteria

North Carolina State Building Code  
North Carolina Code

- NC State Building Code, 2018
- NC Electric Code, 2020

- NC Energy Conservation Code, 2018
- NC Fire Prevention Code, 2018
- NC Fuel Gas Code, 2018
- NC Mechanical Code, 2018
- NC Plumbing Code, 2018
- National Fire Alarm and Signaling Code of NC, 2013

#### National Fire Protection Association (NFPA)

- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 70, National Electrical Code (NEC)
- NFPA 70E, Standard for Electrical Safety in the Workspace
- NFPA 90A, Air Conditioning and Ventilating Systems, Latest Edition
- NFPA 90B, Warm Air Heating and Air Conditioning Systems

#### Accessibility

- ICC/ANSI A117.1, Accessible and Usable Buildings and Facilities

## 2 Civil Design

### 2.1 Existing Conditions

The proposed locations for the new facilities are as indicated on Sheet S1 – Existing Conditions Plan (r). The final facility locations shall comply with all required setbacks from the property line and easements. Geotechnical investigations have been completed and the results are included in *Appendix C* for reference.

Design Builder shall establish control benchmarks at the project areas for facility layout. The Conceptual Design drawings in *Appendix A* include the existing conditions plan, site plan, grading plan, proposed erosion and sediment control plan and details and concept building elevations and foundation plan. Existing survey information will be provided electronically in ACAD 2022 format for reference. Civil site preparation work will include clearing and grubbing, grading and compacting, construction of gravel access roadway and paved pads, site stabilization, and installation of erosion and sedimentation controls.

The access drive, pads and concrete apron will be traversed by heavy equipment, including the 100 CY tractor trailers and curbside collection vehicles and the access roads and apron shall be designed to accommodate the anticipated loads and movements to and from the transfer station.

### 2.2 Site Development

The proposed site will consist of a new transfer station and a detached administrative office. Access to the proposed facilities will be from existing gravel site roadways from the truck scale area at the entrance to the site. New access drive and aprons are to be constructed of gravel and concrete materials, respectively. The administration office shall be serviced by the existing

public water lines and wastewater connected to the existing 8" site sewer. Post fire hydrants shall be provided at the entrance of the transfer station. Portions of the existing 4-inch PVC water main will require relocation away from the proposed transfer station and apron retaining wall construction. Leachate from the trailer bays shall drain to an underground concrete storage tank and pump station with forcemain connection to the existing leachate storage lagoon, as indicated on the conceptual drawings.

Design Builder shall review and verify the proposed location of the driveway entrance and exits, extent of retaining walls and concrete ramp, and the office location to accommodate equipment and vehicle movements on the site. The location for the administration office may be revised, as necessary for safe facility operations. Final site design shall include on-site parking spaces for five (5) personal vehicles for facility staff with the proposed project area. Design Builder shall also review equipment turning motions and design all weather access roads to support these movements.

#### **2.2.1 Water and Sewer**

Domestic water service will only be required to be provided to the administrative office. Based on the proposed size of the transfer station automatic sprinkler system is not required. Eye wash stations shall be provided by portable devices. The transfer station floor shall be sloped to drain toward the trailer bays and leachate collection system. No floor drains are required in the transfer station, nor should any be installed that drain to the domestic sewer or stormwater management system.

#### **2.2.2 Storm water**

Proposed site improvements shall include installation of gravel roadways and concrete pads, and stabilization of disturbed areas and fill slopes with seed. Stormwater run-off is to be directed to sheet flow into proposed drainage channels that discharge into the proposed sediment basin. The entrance and exist roadway will cross an existing drainage swale, requiring installation of a new culvert. The sediment basin shall have an extended dry detention basin riser structure and emergency spillway.

Design-Builder shall implement the Erosion and Sediment Control Plan submitted by the County to the City for approval that incorporates the elements shown in *Appendix A* and as required to maintain compliance with the North Carolina Construction General Permit.

#### **2.2.3 Natural Gas**

No natural gas is available at this site location.

## **3 Architectural Design**

### **3.1 Buildings**

There are two buildings in this RFP

- **(01) TRANSFER STATION**

This new Transfer Station will provide areas for deposition of waste materials onto the



tipping floor, consolidation on the floor, and loading and packing the waste into 100 CY open top trailers for transport off site for disposal of up to 750 tons per day of waste. The building size depicted on the conceptual drawings is 172'x75' (12,900 SF) and includes two trailer bays with grade differential to accommodate a lift and load transfer operation. It is noted that the County desires to have the transfer station facility completed without the need to improve water distribution to this area of the site to support an automatic sprinkler system. Therefore, the final building width may need to be adjusted during design development to reduce the fire area to less than 12,000 SF where an automatic sprinkler system would be required per building code for a Factory F-1 occupancy group.

- **(02) ADMINISTRATION OFFICE**

The new Administration Office will be approximately 800 SF and provide a workspace for two staff, closet storage, locker room and a private unisex restroom for facility operations staff. Workspace would need built in desk for computer and work area, file and plan storage and space for a potable water dispenser, refrigerator, and microwave.

See *Appendix A – Site Plan Application Drawings* for site plan, floor plan requirements and elevations.

## **3.2 Building Envelope**

### **3.2.1 Exterior Walls**

The exterior walls for the two buildings in this RFP are:

- **(01) TRANSFER STATION**

The exterior walls for the building shall be metal panels installed vertically that give a flat appearance with concealed fasteners and liner. The exterior and interior sides of the metal panel shall be factory finished and color shall be selected by the County and match the administrative office.

- **(02) ADMINISTRATIVE OFFICE**

The exterior walls for the office shall be factory foamed insulated metal wall panels. Metal wall panels shall have offset double tongue and groove joinery and an extended metal shelf allowing for concealed fastening. The insulation for the panels shall be continuously foamed-in-place, zero ODP and zero VOC closed cell polyurethane. The wall panels shall be designed to provide a continuously insulated envelope with a minimum R-Value to meet energy code requirements. The exterior sides of the metal panel shall be factory finished and color shall be selected by the County and match the Transfer Station. The inside perimeter walls will be drywall on furring or studs. Provide 4-8 windows with a combined total of 120SF of double glazing. Provide manual operated chain shades on all windows.

### **3.2.2 Roofing**

The roofing for the two (2) buildings is as follows:

- (01) **TRANSFER STATION**  
Standing seam metal roof
- (02) **ADMINISTRATIVE OFFICE**  
Standing seam metal roof or membrane roof

The roof area will need to be insulated to meet energy and building code requirements.

Roof drainage will be provided by exterior gutters and downspouts, with splash blocks to promote sheet flow away from the building.

### **3.2.3 Exterior Doors**

The exterior personal egress doors will be 3'x7' insulated hollow metal doors and frames. The doors shall have large vision lites with tempered glass. The doors and frames shall be factory primed and field painted.

## **3.3 Interior Construction**

### **3.3.1 Interior Partitions**

The interior partitions for the administrative office is as follows:

- (01) **ADMINISTRATION OFFICE**  
The interior partitions shall metal stud framing with batt insulation finished with gypsum board each side. The interior walls shall extend up to 6" above the ceiling unless the walls are fire rated or sound rated. Fire rated or sound rated partitions will extend to underside of the roof.  
Add sound insulation and walls to deck in the conference room

### **3.3.2 Ceilings**

The ceilings for the two buildings is as follows:

- (01) **TRANSFER STATION**  
Exposed pre-engineered metal building framing painted and factory finished metal roof panels
- (02) **ADMINISTRATION OFFICE**  
2X2 Acoustical Ceiling Tile throughout with enamel painted sheetrock in the restroom.

### **3.3.3 Floors – Sealed Concrete**

The flooring for the two buildings is as follows:

- (01) **TRANSFER STATION**  
Sealed Concrete
- (02) **ADMINISTRATION BUILDING**  
The flooring will be vinyl plank flooring throughout with ceramic tile in the restroom.

### **3.3.4 Interior Doors and Frames**

The interior doors and frames for the office building is as follows:

- **(02) ADMINISTRATION OFFICE**

Interior personnel doors will be 3'x7' solid wood doors and hollow metal frames. Interior doors and frames will be factory stained.

### **3.3.5 Door Hardware**

Door hardware will be a mortise type, with lever handles for durability, security, and lifespan. Exterior egress doors shall have locksets, weather stripping, closers, and thresholds.

### **3.3.6 Paint**

All interior exposed metal surfaces in the building will be painted with a low- to no-Volatile Organic Compound (VOC) acrylic epoxy paint, with a semi-gloss finish.

### **3.3.7 Toilet Accessories**

Toilet accessories will be stainless steel and will be surface mounted at appropriate heights.

## **4 Structural Design**

### **4.1 Summary**

The project consists of two new building structures: the transfer station and administration office. All new structures will be designed to meet the most current building code, the 2018 North Carolina building code, with all current amendments. The transfer station will be designed as a pre-engineered metal building (PEMB) to provide the desired clear span and height clearance of 24 feet for the facility operation as indicated on the Conceptual Drawings. The administration office will be a conventional steel framed building with a bar joist roof. Structural foundation sizes will be sized and designed by the design build team; however, structures are anticipated to be supported by shallow spread footings and slab on grade floors. The thickness of the individual slabs will be based on each structure's usage.

The transfer station will be accessed by both wheeled and tracked equipment (for loading and tamping waste). Considerations of durability and protection of building elements from wear shall be incorporated into the design.

### **4.2 Design Code Compliance**

The structural system for all new buildings, will be designed to be compliant with the following set of criteria. Design shall be consistent with accepted engineering practices and shall comply with the latest applicable regulations, instructions, manuals, building codes and life safety codes. The list of the applicable publications for all new facility buildings is as follows:

#### American Concrete Institute (ACI) Publications

ACI 117/117R Standard Specifications for Tolerances for Concrete Construction and Materials and Commentary, current edition.

315-99 Details and Detailing of Concrete Reinforcement

318-14 Building Code Requirements for Structural Concrete and Commentary

530/530-13 Building Code Requirements for Masonry Structures and

Specifications for Masonry Structures and Commentaries

American Institute of Steel Construction

ANSI/AISC 360-10 Specification for Structural Steel Buildings  
AISC Steel Construction Manual – Fourteenth Edition  
AISC 303-10 Code of Standard Practice for Steel Buildings and Bridges, 2010  
AISC 341S1-10 Seismic Provisions for Structural Steel Buildings, including all latest supplements

Association of Iron and Steel Institute (AISI)

AISI Specifications of the Design of Cold Formed Structural Steel Members (latest edition and supplements)

American Society of Civil Engineers (ASCE) Publications

ASCE 7-10 Minimum Design Loads for Buildings and Other Structures

American Welding Society (AWS) Publications

D1.1/D1.1M Structural Welding Code-Steel  
D1.3/D1.3M Structural Welding Code – Sheet Steel  
D1.4/D1.4M Structural Welding Code- Reinforcing Steel

International Code Council (ICC) Publications

IBC International Building Code, 2015 Edition

Steel Deck Institute (SDI) Publications

SDI Design Manual for Composite Deck, Form Decks, and Roof Decks Publication No. 30

Research Council On Structural Connections (RCSC)

RCSC Specification for Structural Joints Using ASTM A325 or A490 Bolts

## 4.3 Structural Loading Criteria

Structural loading criteria will be developed using the criteria sources and following the procedures indicated below. The buildings will be classified as an Occupancy Category II, per ASCE 7 -10, Table 1.5-1, for the purpose of calculating seismic, wind, and snow loads.

A geotechnical investigation has been conducted to determine the soil conditions of the site; this document is included as *Appendix C*. The following properties should be used in foundation design:

- All foundations should be embedded at least 18-IN below finish grade for frost protection.
- Allowable bearing pressure of 2000 psf, with a well compacted sub-grade, using a crushed aggregate base course (CABC) as recommended by the geotechnical engineer.
- Slabs-on-grade should be designed using a subgrade modulus as recommended by the Geotechnical Engineer.
- Column footings should have a minimum size of 24-IN square.  
Perimeter and wall footings should be a minimum of 16-IN wide.

## 4.4 Loading Criteria

Floor slabs-on-grade will be designed to support uniformly distributed live loads based upon the room use as listed below:

Floor (office)	100 psf
Transfer Station Floor and Bays	300 psf

Additional loading criteria based on the anticipated design vehicles as listed below shall be incorporated into the design:

**Tipping Floor:**

Volvo L120h front end loader

Volvo EC210b crawler excavator with tamping attachment

**Transfer Station Truck Lanes:**

WB-67 Truck

## 4.5 Transfer Station Floor Special Considerations

As part of the use requirements inside the transfer station, reinforced concrete push walls will be required as shown on the conceptual drawings. Push wall design shall consider loading from stacked waste as well as from pushing operations inside the building. Means to prevent waste and other debris from falling in to any open spaces behind the push walls shall be provided.

The concrete mix design for the tipping floor inside the transfer station shall incorporate aggregates with the minimum properties for durability as listed below:

Specific gravity: 2.91 (minimum) for bulk SSD condition

Maximum 13.5% abrasion loss according to ASTM C131, Grading B

Additionally, the tipping floor design shall incorporate a minimum 2" of sacrificial thickness with wear bars and have a minimum 28-day compressive strength of 6,000 psi.

## 4.6 Uniform Roof Live Loads

All building roofs will be designed to support uniformly distributed live loads plus snow and drift per ASCE 7 and as listed below:

Roof Live Load	20 psf
Ground Snow Load (pg)	10 psf (plus drift as applicable)

## 4.7 Seismic Loads

Seismic loads will be computed in accordance with ASCE 7-10. Seismic parameters shall be as follows:

Minimum Analysis Procedure: Equivalent Lateral Force

Site Class - D

One Second Period Spectral Acceleration:  $S_1 = 0.096\text{ g}$

Short Period Spectral Acceleration:  $S_S = 0.218\text{ g}$

Importance Factor:  $I = 1.0$

Seismic Design Category: C

## 4.8 Wind Loads

Wind loads will be computed in accordance with ASCE 7-10. Design parameters shall be as follows:

Wind Speed: Vult = 121 mph  
Exposure: C

## 4.9 Lateral Earth Pressures

Site retaining walls and below grade foundation walls at the transfer station truck lanes shall be designed for the lateral earth pressures as recommended by the geotechnical engineer and as follows:

Soil Unit Weight: 120 pcf  
At Rest EP Coefficient: 0.53  
Active EP Coefficient: 0.36  
Passive EP Coefficient: 2.77  
Base Friction Coefficient: 0.3

# 5 HVAC Design

## 5.1 General

All HVAC design work will be performed under the responsible charge of a mechanical professional engineer proficient in the design of HVAC systems of the type required for the work.

## 5.2 References Codes and Standards

### 5.2.1 Codes

The design of this facility will be governed by state and local North Carolina codes and all other applicable codes.

The following codes are specifically applicable to the HVAC design:

- The International Building Code Council (ICC)
- The North Carolina Building Code, 2018
- The North Carolina Plumbing Code, 2018
- The North Carolina Mechanical Code, 2018
- The North Carolina Energy Conservation Code, 2018

### 5.2.2 Standards

The following design criteria are specifically applicable to the HVAC design:

American Society of Heating, Refrigeration and Air Conditioning Engineer (ASHRAE Standards):

- 62.1 Ventilation for Acceptable Indoor Air Quality (ANSI Approved)
- 90.1 Energy Standard for Buildings Except Low-Rise Residential Buildings
- 55 Thermal Environmental Conditions for Human Occupancy
- HVAC Systems and Equipment
- Fundamentals
- Refrigeration
- HVAC Applications

National Fire Protection Association (NFPA) Standards:

- 90A, Air Conditioning and Ventilating Systems

Sheet Metal and Air Conditioning Contractors' National Association (SMACNA):

- HVAC Duct Construction Standards

## 5.3 Design Conditions

### 5.3.1 Outdoor Design

Listed below are the local outdoor weather conditions for Fayetteville, North Carolina. Data was provided by the 2017 ASHRAE Climatic Design Conditions website.

Function	Dry Bulb (°F)	Wet Bulb (°F)
Summer Design Temperature	96.5	76.3
Winter Design Temperature	22.2	

Function	Latitude	Longitude
Location	34.991N	78.88W

### 5.3.2 Indoor Design

Listed below are the indoor design condition requirements:

General Office Space:

Space	Summer		Winter	
	Dry Bulb (°F)	Relative Humidity	Dry Bulb (°F)	Relative Humidity
Office Space	72.0	50%	68.0	UC
Restroom	72.0	50%	68.0	UC

### 5.3.3 Load Calculations / Energy Simulations

The Trane Trace Load 700 program or other approved calculation software shall be used to determine the required heating and cooling loads.

## **5.4 Heating, Ventilation and Air-Conditioning (HVAC)**

### **5.4.1 Air Distribution**

Each system will have low velocity supply and return ductwork sized for a static pressure drop of 0.10-inch water gage per 100 feet up to 2,500 CFM and for a velocity of 1,200 FPM above 2,500 CFM. Low velocity return and exhaust ductwork will be sized for a static pressure drop of 0.05-inch per 100 feet up to 4,000 CFM and for a velocity of 1,000 CFM above 4,000 CFM. The ductwork itself will be a mixture of galvanized sheet metal and flexible metallic in offices space and aluminum in unconditioned spaces.

Each system will be provided with supply diffusers, supply grilles, and return grilles. Each takeoff will have a balancing volume damper located near the main duct takeoff. Opposed blade balancing dampers in supply diffusers are not allowed.

### **5.4.2 Ventilation**

Each system will be provided with the minimum required amount of outside air in accordance with the 2018 North Carolina Mechanical Code. Outside air quantities in office spaces such that the building is slightly pressurized to minimize infiltration.

### **5.4.3 Exhaust**

The restroom and janitor's closet shall be provided with exhaust air in accordance with the 2018 North Carolina Mechanical Code. The exhaust air system shall consist of an inline fan and associated ductwork and exhaust grilles for each space. The exhaust air will be discharge from the building through a discharge louver located at the perimeter of the building. The exhaust ductwork will be insulated on the first five feet of linear length to reduce condensation. The exhaust system will have a gravity backdraft damper located just inside the discharge louver for when system is not in operation.

### **5.4.4 Natural Gas**

Natural gas is not available.

## **5.5 Building Systems**

### **5.5.1 Administration Office**

The Administration Building will be cooled by split system heat pumps size per each space. The air handling units will be hung from the ceiling with the heat pumps located on pads outside of the building. Minimum ventilation per code must be always maintained.

Locker room space shall be provided with a dedicated 100% outside air energy recovery unit with DX cooling and heating. Unit shall be grade mounted and installed outside adjacent to the building. Supply and return ducts shall be routed into the building via pre-insulated and prefabricated outdoor ductwork. Locker rooms shall be maintained at a slightly negative pressure with respect to adjacent spaces.



Electrical, telecom and server rooms shall be provided with dedicated DX split system heat pumps capable of providing cooling during the winter months. Heat pumps shall be provided low ambient control kits. Indoor units shall be ductless wall and ceiling mounted units.

Roof mounted equipment is not allowed. Units shall be provided with factory provided 24-hour/7-day programmable thermostats. Each space thermostat will be in each respective zone and installed in the best suitable location mounted at 48" above finished floor level.

#### **5.5.2 Transfer Station**

Continuous exhaust air shall be provided at a rate of 6 air changes per hour. Air shall be exhaust from the space through exhaust registers located high above the push wall on the south elevation. Air shall be exhaust from the space through an exhaust louver using an inline fan. Exhaust fan shall be interlocked with a wall mounted convenience switch and intake dampers. Exhaust fan shall be interlocked with a wall mounted convenience switch. No heat will be provided in this space.

## **6 Plumbing Design**

### **6.1 General**

All Plumbing design work shall be performed under the responsible charge of a mechanical professional engineer proficient in the design of plumbing systems of the type required for the work.

### **6.2 References Codes and Standards**

#### **6.2.1 Codes**

The design of this facility shall be governed by state and local North Carolina codes and all other applicable codes.

The following codes are specifically applicable to the Plumbing design:

- The International Building Code Council (ICC)
- The North Carolina Building Code, 2018
- The North Carolina Plumbing Code, 2018
- The North Carolina Energy Conservation Code, 2018

#### **6.2.2 Standards**

The following design criteria are specifically applicable to the HVAC and Plumbing design:

American Society of Plumbing Engineers (ASPE):

- Volume 1, Fundamentals of Plumbing Engineering
- Volume 2, Plumbing Systems
- Volume 3, Special Plumbing Systems
- Volume 4, Plumbing Components and Equipment

### **6.2.3 Potable Water Systems**

Potable water system shall include insulated copper tubing with soldered or threaded fittings, insulation, valves, strainers, hot waters heaters, hose bibs, wall hydrants, water hammer arrestors, automatic air vents, thermometers, pressure gages, backflow preventers, water meters, vacuum breakers, aqua stats, pressure reducing valves, trap primers, and other appurtenances required for a complete operating system.

Domestic cold and hot water shall be distributed throughout the administration building to all plumbing fixtures.

### **6.2.4 Domestic Cold water**

A 1 1/2-inch potable water line shall enter the back of the office building and will have a reduced pressure backflow preventer assembly with isolation valves, pressure reducing valve and a strainer. Once inside the building, water shall be distributed to each plumbing fixture accordingly.

### **6.2.5 Domestic Hot water**

An electric hot water heater shall be provided to supply hot water to the lavatories, mop receptacle, showers, and kitchen sink. A hot water circulating pump will be provided to circulate hot water to each fixture. Water temperature shall be set at 140°F and distribution temperature shall be set at 110° F using thermostatic mixing valve.

### **6.2.6 Plumbing Fixtures**

Plumbing Fixtures shall be commercial grade. Fixtures will be water conservation type. All Americans with Disabilities Act (ADA) compliant fixtures will conform to American National Standards Institute (ANSI) A117.1. Shut-off valves shall be provided for each fixture so that maintenance procedures do not affect other plumbing devices.

#### **WATER CLOSETS**

Water closets shall be vitreous china, conforming to ASME A112.19.2M, elongated bowl, siphon jet style, water saving type with white open face toilet lid. Closet shall be floor mount type. Flush valve shall be electronic hard wired (no battery) IR type with individual shut off valve. Finish shall match faucet finish.

#### **LAVATORIES**

Lavatories shall be provided with P-trap, grid drain, shut off cocks, flexible connections and single handle faucet. For accessible lavatories, provide trap and water piping insulation safety cover on exposed piping.

#### **KITCHEN SINKS**

Sinks shall be provided with P-trap, grid drain, shut off cocks, flexible connections, mixing valves, and faucets. For accessible sinks, provide trap and water piping insulation safety cover on exposed piping. Faucets shall be double handle with 0.5 gpm aerators

#### **FAUCETS**

Faucets shall be cast brass body, polished or brushed chrome finish. Operation for Lavatories shall be electronic hard-wired (no battery) IR type (Sloan or approved equal) hot-and-cold control. Provide stainless steel sink with garbage disposal in Break room.

#### **EMERGENCY EQUIPMENT**

No emergency plumbing fixtures will be required. Portable emergency eyewashes will be provided and maintained by the owner.

#### **ELECTRIC WATER COOLERS**

Electric water coolers shall be wall-hung, and ADA approved.

#### **MOP BASINS / SERVICE SINKS**

The janitor's closet shall be provided with mop basin or wall mounted service sink as required.

### **6.2.7 Waste and Vent Piping**

The sanitary system shall be a gravity drain designed system. Waste and vent piping shall be provided to convey sanitary drainage from water closets, lavatories, service sinks, showers, kitchen and floor drains out to the main sanitary systems indicated on the civil plans.

### **6.2.8 Wall Hydrants**

Wall hydrants shall be provided at 100 ft intervals around the exterior perimeter of the facility. Wall hydrants serving the exterior and in locations at risk of freezing shall be non-freeze, anti-siphon type hydrants.

### **6.2.9 Floor Drains**

Floor drains with deep seal traps shall be provided as required in restrooms, locker rooms, mechanical rooms, areas where condensate drainage is needed, etc. Trap primers shall be provided to all floor drains.

## **7 Electrical Design**

### **7.1 General**

The objective of this project's electrical design will be to provide the necessary electrical system for the operation of the new buildings, provide lighting for the buildings and site lighting, and provide communication system infrastructure(s) for the applicable telecommunications components.

### **7.2 Codes**

The design of this facility will be governed by state and local codes. The following codes are specifically applicable to the Electrical design:

- North Carolina building Code
- NFPA 70 - National Electrical Code (NEC), including amendments by local authority having jurisdiction (AHJ)
- National Electric Safety Code (NESC)
- National Fire Protection Association (NFPA)

## 7.3 Standards

The following design criteria are specifically applicable to the Electrical design:

- American National Standards Institute (ANSI)
- National Electrical Manufacturers Association (NEMA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Insulated Power Cable Engineers Association (IPCEA)
- American Society for Testing and Materials (ASTM)
- Occupational Safety and Health Act (OSHA)
- Underwriters Laboratories Inc. (UL): All material and equipment shall be listed, labeled, or certified by Underwriters Laboratories, Inc., where such standards have been established. Equipment and material which are not covered by UL Standards will be accepted, provided equipment and material is listed, labeled, certified, or otherwise determined to meet safety requirements of a nationally recognized testing laboratory. Equipment of a class which no nationally recognized testing laboratory inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance shall include certified test reports and definitive submittals.
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 90.1

## 7.4 Electrical Service

The electrical system design requirements shall be coordinated with applicable codes such as: the National Electrical Code (NEC), the local authority having jurisdiction (AHJ), applicable National Fire and Protection Association (NFPA) codes, and applicable UL standards. The electrical service provided for this facility will be coordinated with the local utility entity to ensure the design is in compliance with their service requirements. The service shall be extended from the existing service to the Transfer Station to the south of the proposed maintenance facility.

The contractor shall provide the following in support of the utility connections:

Primary Duct Installation

Concrete Pad for Utility Transformer (if required)

All secondary Service Requirements

Include Utility Connection Cost in the Project Construction Cost

All utilities shall be metered and connected to the existing utility monitoring system. The new facility shall contain an electrical meter.

## 7.5 Power Distribution

The primary electrical service distribution system is to be extended to the new transfer station location. This will require extending utility distribution through a new pad-mounted utility

transformer, fed to a 480/277V, three phase, 4-Wire, Main Distribution Panel (MDP) located within the electrical room of the new Transfer Station Building.

208/120V, three phase, 4-Wire branch circuit panelboards will be provided in the Administrative Office and Transfer Station Building. These panelboards will be fed from the previously mentioned new 480/277V MDP. Dry-type 480-208/120V transformers will be used to derive 208/120V electrical distribution.

Branch Panelboards provided will be hinged trim and contain molded case circuit breakers, bolted to the panelboard's copper bus. Branch circuit panelboards will be main circuit breaker type with 42 breakers and will have a minimum of 20 percent spare capacity.

Receptacle branch circuits will be provided with separate neutrals. Isolated grounding circuits will not be provided for equipment unless specifically directed by the owner. General power for the Transfer Station will consist of 20 Amp receptacles with weatherproof while-in-use covers. Ground Fault Circuit Interrupters (GFCI) will be designed for use in wet areas and in mechanical rooms.

Outdoor electrical equipment boxes, disconnects switches, panelboards, etc. will be NEMA 4X rated and constructed of 316 type Stainless steel. Electrical equipment boxes, disconnects switches, etc., which are located indoors, will be NEMA 1 rated.

All conductors will be copper (THWN/THHN or XHHW). Minimum wire size will be No. 12 AWG for power and lighting circuits. Circuit conductors will be sized based on the 60 degree C ampacity for circuits rated 100 Amps or less. All branch circuits will carry a separate green insulated equipment ground conductor, sized in accordance with NFPA 70. Isolated grounding circuits will not be provided for equipment unless specifically directed by the owner. Wiring will be routed in rigid conduit unless conditions dictate otherwise.

All exposed conduit inside the building subject to damage will be rigid steel or intermediate metal. All distribution feeders will be installed in rigid steel conduit with threaded fittings. Electrical Metallic Tubing (EMT) will be used for branch circuits in dry locations only and when contained within walls or ceilings. Minimum conduit size will be ¾ inch. All conduit penetrations through walls and floors will be sealed and fire stopped.

Flexible metal conduit will be used for connections to equipment subject to movement. Liquid-tight flexible metal conduit will be used for equipment mentioned above, in lieu of flexible conduit, in wet or damp locations. Minimum conduit size will be ¾ inch. All conduit penetrations through walls and floors will be sealed and fire stopped. All distribution feeders will be installed in rigid steel conduit with threaded fittings. Exposed conduits routed in wet, corrosive, and (if applicable) hazardous areas shall be PVC coated rigid galvanized steel. Conduits routed underground shall be rigid PVC.

At the time of the narrative, no backup power has been planned for this project.

## 7.6 Lighting

Lighting provided will be LED type. Lighting will be designed to support the visual tasks being performed and create comfortable and attractive luminous environments. The lighting design will also consider energy efficiency, economy of construction and ease of maintenance. The lighting system shall be designed to comply with local energy codes.

Illumination Levels and lighting calculations will be in accordance with IES recommendations. Average values are calculated at space and task specific heights. A light-loss factor of between 0.75 and 0.95 will be added to the calculations to account for degrading of light over time. Calculations shall be based on the point-to-point method.

Exterior lighting will be designed in accordance with criteria set forth by the North Carolina Building Code and will comply with NFPA 101 for requirements for exit discharge. Pole-mounted luminaires will be fully shielded or U0 rated luminaires for glare control and reducing light pollution and trespass. Building mounted lighting at entrances will include wall-mounted sign lighting, when applicable, and wall-mounted luminaires to for illuminating the exterior building surface. Lighting will be controlled with photosensors to automatically turn off lighting when sufficient daylight is available

## 7.7 Grounding

The grounding system for use in this project shall be provided in accordance with the NEC. The grounding system provided throughout the structures will measure no more than 5 ohms at the electrical equipment. Grounding conductors will be used to interconnect the enclosure of the electrical equipment and the grounding system. Bare copper conductors will be exothermically welded from the structural steel rebar to threaded inserts, located near the electrical equipment throughout the pier. Individual ground conductors, and/or ground bars, shall then be attached to each insert. Metal plates shall be placed under water and on the bottom of the associated body of water, at location where it is not practical to properly maintain an “onshore ground rod system”. A minimum No. 2 AWG stranded copper wire shall be used when connecting these grounding plates

## 7.8 Telecommunications System

Telecommunications System infrastructures such as pathways, junction boxes, pull strings, etc. will be provided as required. 1-inch conduit pathway with pull string will be used as the minimum pathway for this infrastructure. All conduit pathways will be routed to their respective Telecommunication System location.



## Solid Waste Management

TO: Clarence Grier, County Manager  
THROUGH: Sally Shutt, Assistant County Manager  
FROM: Amanda Bader, PE, General Manager for Natural Resources  
DATE: October 5, 2023  
RE: Design Build Criteria for Transfer Station

A handwritten signature in blue ink, reading "Amanda Bader", is placed over the "FROM:" line of the memo.

On August 23, 2013, Session Law 2013-401, House Bill 857, was signed into law, authorizing the governmental entities to utilize the design-build delivery method for construction contracts. A governmental entity is to establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project. The criteria proposed is the following:

Criteria 1: The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications (RFQ) for a design-builder. The design-build delivery method may be used if it is determined that, for the project, the County has professional personnel that are both qualified and experienced to thoroughly define project requirements prior to the issuance of a request for qualifications for a design-builder.

Criteria 2: The time constraints for the delivery of the project. The design-build delivery method may be used if a project has a firm date by which a facility must be operational and the normal delivery method is likely not be timely (typically RFQ, study, design, bid and construct). The size and cost of a project will dictate complexity and schedule.

Criteria 3: The ability to ensure that a quality project can be delivered. The design-build delivery method may be used if it is determined that, for the project, the County has professional and experienced personnel to ensure the design-build firm will provide a quality project within the budget constraints established by the Board. Consideration will be given to the qualifications and experience of the personnel in the Engineering & Infrastructure Department.

Criteria 4: The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery. The design-build delivery method may be used if it is determined that, for the project, the County has professional and experienced personnel that are knowledgeable of design-build projects, or, in the alternative, experienced consultants who are available to be retained to perform the construction management of a design-build contract.

project, requirements will be imposed which will ensure that contractors will comply with the M/WBE goals.

Criteria 6: The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified. The criteria utilized by the County when considering a design-build delivery method for a project will be as follows:

- Is the project well defined and does it include qualitative and quantitative characteristics that make a design-build contract more appropriate than other methods of delivery?
- Is the project timeline overly constrained and will it be necessary to have the project complete and operational within a short timeframe?
- Will it be necessary to have beneficial use of a portion of the project while it is under construction?
- Given the scope of the project, is there a maximum budget that must be adhered to in order to allow negotiations and flexibility to make appropriate decisions on scope as the project progresses?
- Does the design-build delivery method meet the ultimate operational goals established for a given project and the quality of product achieved as a result of a more fluid and flexible delivery method?

In general terms, if it is determined that the expected expense of a design-build project will be no more than ten percent (10%) greater than the expected expense of a traditional RFQ, study, design, bid and construct project, the design-build delivery method may be utilized.

## DISCUSSION:

The Solid Waste Department has reviewed the design-build delivery method for this project. The project meets the criteria based on the following:

Criteria 1: The Cumberland County Solid Waste Department has professional personnel that are both qualified and experienced to thoroughly define the project requirements prior to the issuance of a request for qualifications for a design-builder. In addition, HDR Engineering prepared the Owner's Design Criteria that defined the project requirements in the Request for Qualifications.

Criteria 2: Ann Street Landfill is running out of space. Time is of the essence. A traditional delivery method would not be timely, as the County would have to issue an RFQ, an engineering firm perform a study, complete a design, then bid and construct the project. A design-build delivery method would



allow for the selected firm to begin their study, design and construction process upon being selected through the RFQ process.

Criteria 3: The Cumberland County Solid Waste has professional and experienced personnel to ensure that the design-build firm will provide a quality project within the budget constraints established by the Board.

Criteria 4: The Cumberland County Solid Waste Department has professional and experienced personnel that are knowledgeable of design-build projects. Should it become necessary to contract the construction management of a design-build contract, there are experienced consultants local to Cumberland County that are available.

Criteria 5: The County complies with G.S. 143-128.2, G.S. 143-128.4.

Criteria 6: The design-build process may reduce the project schedule by approximately three to six months. This has a direct benefit to the project budget. The design-build delivery method is not expected to involve any additional expense than the expected expense of a traditional RFQ, design, bid-construct project, but by reducing the timeframe of delivery, it eliminates the potential for price escalation that could occur if a traditional RFQ, design, bid-construct project was pursued. Additionally, reducing the project schedule directly impacts the remaining capacity at the Ann Street Landfill.



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 10/12/2023**

**SUBJECT: ONSITE FUEL SUPPLY CONTRACT AMENDMENT FOR SOLID WASTE**

#### **BACKGROUND**

The Onsite Fuel Supply Contract for Solid Waste was awarded to Colonial Fuel & Lubricant Services, Inc. on April 16, 2018, with a two (2) year term and the option to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The contract term ended on June 30, 2023. A formal bid request Number 24-4-SW for Onsite Fuel Supply was issued and one response was received from Colonial Oil Industries on August 29, 2023. The Board of Commissioners approved awarding the bid to Colonial Oil Industries on October 2, 2023.

The contract amendment is to extend the contract term for an additional six (6) months through December 31, 2023, with a not to exceed amount of \$176,000 to cover cost for ongoing fuel supply until the new contract for IFB number 24-4-SW has been completed. Funding is available within the Solid Waste budget.

The contract amendment has undergone pre-audit and has been deemed legally sufficient by the County Legal Department. At the October 12, 2023, Agenda Session, the Board of Commissioners approved placing this contract on the Consent Agenda for the October 16, 2023, Regular Meeting.

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

Staff recommend the proposed actions:

1. Approve the contract amendment with Colonial Oil Industries, Inc.
2. Allow the Chairwoman to execute the contract on behalf of the County.

#### **ATTACHMENTS:**

**Description**

Contract Amendment

Original Fuel Contract

BoC Approval for IFB #24-4-SW

**Type**

Backup Material

Backup Material

Backup Material

STATE OF NORTH CAROLINA

AMENDMENT TO  
CONTRACT 2022155

COUNTY OF CUMBERLAND

This amendment to extend Contract 2022155 by and between **Colonial Oil Industries, Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

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

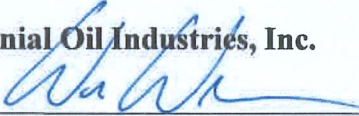
NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023 the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional six (6) month term, to December 31, 2023.
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 December 31, 2023, shall not exceed ONE HUNDRED SEVENTY SIX THOUSAND DOLLARS AND ZERO CENTS (\$176,000.00).
3. 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 30 day of August, 2023.

**Colonial Oil Industries, Inc.**

  
Name: Wes Wrenn  
Title: Account Manager

**County of Cumberland**

\_\_\_\_\_  
Dr. Toni Stewart  
Chairwoman to the Board of Commissioners

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

Approved for Legal Sufficiency upon formal execution by all parties:

BY:   
Finance Director

BY:  9/10/23  
County Attorney's Office

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

THIS AGREEMENT, hereinafter referred to as the Onsite Fuel Agreement, entered into the 1<sup>st</sup> day of ~~January~~ <sup>July</sup> 2019 by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, AND Colonial Fuel & Lubricant Services, Inc., hereinafter referred to as CONTRACTOR.

WHEREAS, the County has a need for onsite fuel tanks and fuel delivery services; and

WHEREAS, the County issued an IFB, included as *Attachment A* and incorporated herein by reference, to solicit onsite fuel services; and

WHEREAS the County has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the CONTRACTOR, that CONTRACTOR can provide onsite fuel tanks and fuel delivery services to the County of Cumberland; and

NOW THEREFORE, the County does hereby agree to enter into a contract with the CONTRACTOR.

**CONTRACT TERMS AND CONDITIONS**

---

**1. IRAN DIVESTMENT ACT**

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

**2. E-VERIFY**

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

**3. CONTRACT CHANGES**

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

**4. CONTRACT TERM**

The Contract shall end June 30, 2020 with the option to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. Contractor shall provide maintenance of the tanks, pumps, and appurtenances. Tanks shall be painted and cleaned on a five year rotation.

**5. PRICING**

Bid price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative

and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB.

- For FY 2020, the contract shall not exceed \$475,000.
- For FY 2021, the contract shall not exceed \$475,000.

## **6. INVOICES**

Invoices must be submitted to the following address:

Cumberland County Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301

Any applicable taxes shall be invoiced as a separate item.

Invoices must be submitted on a monthly basis.

## **7. PAYMENT TERMS**

The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the County.

## **8. FINANCIAL STABILITY**

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

## **9. INSURANCE:**

Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits **(Vendors may propose alternative insurance requirements. Acceptance of any insurance**



**requirement changes will be at the discretion of the County and must be pre-authorized by the County's Risk Management Coordinator):**

**Professional Liability Insurance:** Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability and if necessary Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

County of Cumberland, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to Cumberland County, its officers, officials, agents and employees.

**Workers' Compensation and Employer's Liability:** Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit.

**Business Auto Liability:** Contractor shall maintain Business Auto Liability and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. The Contractor shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

#### **10. GENERAL INDEMNITY**

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

the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

Had any civil judgments against Vendor during the three (3) years preceding submission of its Bid herein or a Statement that there are none.

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

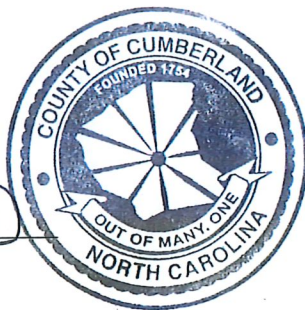
The County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attest

BY:

Witness

Carolee M. White



County Of Cumberland

Jeannette Council

Chairman To The Board Of  
County Commissioners

Attest

BY:

Witness

Sheldon Barney

Colonial Fuel & Lubricant Services, Inc.

Les Wrenn ACCOUNT MANAGER  
(title)

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

BY:

Finance Director

Wicki Evans

Approved for Legal Sufficiency:

BY:

County Attorney's Office

Shelly D. Jones

CONTRACT # 2020207



---

**ACTION AGENDA  
CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
COURTHOUSE - ROOM 118  
OCTOBER 2, 2023  
9:00 AM**

---

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE -

RECOGNITION

Nonprofit Fiscal Recovery Assistance Program Award Recipients

**THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE CREATION OF THE CUMBERLAND COUNTY NONPROFIT FISCAL RECOVERY ASSISTANT PROGRAM TO ALLOW NONPROFIT ORGANIZATIONS THAT PERFORM A "PUBLIC PURPOSE" TO APPLY FOR UP TO \$50,000 IN DIRECT ASSISTANCE TO REIMBURSE QUALIFYING ORGANIZATION EXPENSES. THE PROGRAM WAS FUNDED USING A PORTION OF CUMBERLAND COUNTY'S AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION.**

**IN TOTAL THE BOARD OF COMMISSIONERS APPROVED NEARLY \$1.7 MILLION IN FUNDING FOR 39 NONPROFIT ORGANIZATIONS.**

- ARTS COUNCIL OF FAYETTEVILLE/CUMBERLAND COUNTY
- BEAVER DAM VOLUNTEER FIRE DEPARTMENT
- BETTER HEALTH OF CUMBERLAND COUNTY
- BOYS AND GIRLS CLUB OF CUMBERLAND COUNTY
- CAPE FEAR BOTANICAL GARDEN
- THE CAPE FEAR REGIONAL THEATRE AT FAYETTEVILLE INC.
- CAROLINA COLLABORATIVE COMMUNITY CARE, INC.
- COMMUNITY BASED DEVELOPMENTAL SERVICES
- COMMUNITY HEALTH INTERVENTIONS, INC.
- CONNECTIONS OF CUMBERLAND COUNTY
- COTTON VOLUNTEER FIRE DEPARTMENT, INC.
- CUMBERLAND COUNTY COORDINATING COUNCIL ON OLDER ADULTS, INC.
- CUMBERLAND HEALTHNET
- CUMBERLAND RESIDENTIAL & EMPLOYMENT SERVICES & TRAINING (CREST)
- CUMBERLAND ROAD VOLUNTEER FIRE DEPARTMENT, INC.
- EMPLOYMENT SOURCE DBS SERVICESOURCE
- THE ENCLAVE
- FAYETTEVILLE ANIMAL PROTECTION SOCIETY
- FAYETTEVILLE URBAN MINISTRY, INC.
- FIRST BAPTIST CHURCH
- FRESH INNOVATIONS MENTORING AND RESOURCES, INC.
- GATE BEAUTIFUL
- GLOBAL COVENANT, INC.
- GRAY'S CREEK FIRE DEPARTMENT 24
- KINGDOM COMMUNITY DEVELOPMENT CORPORATION
- MEETING GROUND OF CHRIST JESUS OUTREACH AND DELIVERANCE MINISTRIES, INC.
- MILLER'S CREW
- NEW LIFE IN CHRIST MINISTRIES, INC.
- PARTNERSHIP FOR CHILDREN OF CUMBERLAND COUNTY, INC.
- RAPE CRISIS VOLUNTEERS OF CUMBERLAND COUNTY, INC.
- RIGHTEOUS GUIDE MINISTRY
- THE SCHOOL OF HOPE
- SSG JAMES B DENNIS VFW POST 6018
- SPRING LAKE FAMILY SUPPORT SERVICES
- STONEY POINT FIRE DEPARTMENT, INC.
- SUSTAINABLE SANDHILLS
- UNITED WAY OF CUMBERLAND COUNTY
- THE TULSA INITIATIVE, INC.
- VISION RESOURCE CENTER
- WESTAREA VOLUNTEER FIRE DEPARTMENT

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

Approved

A. Approval of Formal Bid Award for Onsite Fuel Supply

- Approved            B.        Approval of Formal Bid Award and Stand-By Contract for Disaster Consulting Services
- Approved            C.        Approval of Formal Bid Award and Stand-By Contract for Disaster Debris Monitoring Services
- Approved            D.        Approval of FY2023-2024 JCPC Unallocated Funding
- Approved            E.        Approval to Pay Prior Year Invoices
- Approved            F.        Approval of Proclamation Recognizing October 2023 as Breast Cancer Awareness Month in Cumberland County
- Approved            G.        Approval of Proclamation Recognizing October 2023 as Global Diversity Awareness Month in Cumberland County
- Approved            H.        Approval of Budget Ordinance Amendments for the October 2, 2023 Board of Commissioners' Agenda

3.        ITEMS OF BUSINESS \*\*There are No Items of Business for this Meeting\*\*

4.        NOMINATIONS

          A.        Cemetery Commission (1 Vacancy)

**NOMINEE:**

**WILLIAM BULLA**

5.        APPOINTMENTS \*\* There are No Appointments for this Meeting\*\*

6.        CLOSED SESSION: If Needed

**ADJOURN**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://www.cumberlandcountync.gov). LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

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



**FINANCE DEPARTMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 2, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II**

**DATE: 9/20/2023**

**SUBJECT: APPROVAL OF FORMAL BID AWARD FOR ONSITE FUEL SUPPLY**

**BACKGROUND**

Funds in the amount of \$327,500 were appropriated in the fiscal year 2024 Solid Waste budget for onsite fuel supply. Solid Waste utilizes a volume of approximately 175,000 gallons of off-road diesel fuel annually to operate the Ann Street and Wilkes Road sites. The Ann Street Landfill requires an 8,000-gallon, 2,000-gallon, 500-gallon, and 200-gallon double wall tank and the Wilkes Road Processing Facility requires two 2,000-gallon double wall tanks that must be provided by the vendor.

A formal bid request was issued, which included a mandatory site visit. Two vendors attended the site visit, but only one bid was received. Colonial Oil Industries, Inc. holds the current contract and was the only vendor to submit a bid.

**RECOMMENDATION / PROPOSED ACTION**

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-4-SW to Colonial Oil Industries, Inc. based on lowest, responsive, responsible bidder standard of award.

**ATTACHMENTS:**

Description	Type
Bid Award Request Form	Backup Material
Bid Tab Summary	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: 9/12/23 Department: SOLID WASTE

Bid Description (If additional space necessary, may attach a separate sheet): ONSITE FUEL SUPPLY FOR SOLID WASTE OPERATIONS.

Amount of Bid Award (or estimated contract amount): \$327,500 (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.) (remainder of FY24 amount)

Budgeted Amount for Project: \$327,500.00 Original Budget (Y/N): Y or Budget Revision #: \_\_\_\_\_

Budget Line: Org. \_\_\_\_\_ Object Code: \_\_\_\_\_ Project Code: \_\_\_\_\_

6254606-522140 - \$196,500.00  
6254607-522140 - \$ 98,250.00  
6254608-522140 - \$ 32,750.00

Department Bid Award Recommendation (specify the vendor):

COLONIAL OIL INDUSTRIES, INC.

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.):

TWO VENDORS ATTENDED MANDATORY SITE VISIT, BUT ONLY ONE SUBMITTED A BID.  
COLONIAL OIL INDUSTRIES, INC. IS THE RESPONDENT TO IFB.

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? NA 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: Amanda L. Fisher  
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 ☒

Vicki Evans Date: 9/19/23  
Finance Director (Please see question below)

Clayton Davis Date: 9/19/23  
County Manager (Please see question below)

Should this bid be submitted to the Agenda Session?  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

Jessica Hukker Date: 9/19/23  
County Purchasing Manager

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ☒  
DOA CHECKED ☒  
IRAN CHECKED ☒



Cumberland County Finance Department  
Purchasing Division

Bid Tab Summary  
IFB #24-4-SW ONSITE FUEL SUPPLY

Bid Due Date: September 1, 2023 at 2:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Executed Proposal Response	1 Photo copy	1 Electronic Copy on a Flash Drive	Attachment B	Attachment C	Attachment D	References	Proposed Cost - Fayetteville OPIS Average Plus Fee				Comments
											Per Gallon				
											Ultra Low Sulfur Diesel Fuel (ULSD) Dyed Red 15 ppm	Ultra Low Sulfur Diesel Fuel (ULSD) Highway Use	Unleaded 87 E-10	Diesel Exhaust Fluid	
Colonial Oil Industries, Inc.	8/29/23	11:15 AM	✓	✓	✓	✓	✓	✓	✓	✓	\$0.10 per gallon	\$0.10 per gallon	\$0.15 per gallon	\$0.50 per gallon	Responsive





## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 10/12/2023**

**SUBJECT: FORMER CLIFFDALE LANDFILL PARTICIPATION IN NCDEQ PRE-REGULATORY LANDFILL PROGRAM**

#### **BACKGROUND**

The Pre-Regulatory Landfill (PRLF) program is administered by the N.C. Department of Environmental Quality Division of Waste Management. This program addresses old unregulated landfills. NCDEQ has selected the former Cliffdale landfill at 7581 Lowell Harris Road as a priority site for the program after an initial site review conducted in July 2023.

There are two phases to this program. The first phase includes a remediation investigation, which will include mapping of the site and contaminant delineation. This information will be used to develop a Remedial Action Plan that will include a public comment period, recommendations for Land-Use Restrictions, and stabilization for the site.

This program is funded by the Solid Waste Excise Tax at no additional cost to the County.

The landfill remedial investigation has been requested by the PRLF unit to investigate the potential presence of hazardous substances, pollutants, or contaminants resulting from past operations. The remedial investigation and action plan cannot be performed without completion of the following forms: (1) Property Access Consent; (2) Owner Approval of Erosion Control Plans; (3) Property Owner Consent to Land-Use Restrictions; (4) US Army Corps of Engineers Property Access Authorization. These forms are attached for execution. The completion of the remedial action can take several years.

At the October 12, 2023, Agenda Session, the Board of Commissioners approved placing this item on the Consent Agenda for the October 16, 2023, Regular Meeting.

## **RECOMMENDATION / PROPOSED ACTION**

County Management and Staff recommend that the Board of Commissioners:

1. Approve the commencement of Site Investigation and Remedial Action Plan for the Cliffdale Pre-Regulatory Landfill.
2. Allow the Chairwoman to execute the attached consent agreements on behalf of the County.

## **ATTACHMENTS:**

Description	Type
Initial Site Visit Report	Backup Material
Guidelines for Addressing Pre-Regulatory Landfills and Dumps	Backup Material
Landfill Investigation Documents	Backup Material



July 17, 2023

North Carolina Department of Environmental Quality  
Division of Waste Management – Special Remediation Branch  
Pre-Regulatory Landfill Unit  
1646 Mail Service Center  
Raleigh, NC 27699-1646

Attention: Ms. Analee Thornburg  
Hydrogeologist

via email: [analee.thornburg@ncdenr.gov](mailto:analee.thornburg@ncdenr.gov)

Reference: **Remedial Investigation – Initial Site Visit Summary Report  
Cumberland County/Cliffdale LF**  
7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina  
NCDEQ ID No. NCD980502900  
NCDEQ Task Order 2900SV-1A  
S&ME Project No. 23050459

Dear Ms. Thornburg:

S&ME, Inc. (S&ME) is submitting this letter report summarizing the site visit that was conducted at the above-referenced site in Fayetteville, North Carolina. S&ME completed this site investigation in general conformance with S&ME Proposal No. 23050459, dated June 6, 2023, for Task Order 2900SV-1 and Cost Adjustment 2900SV-1A, dated June 22, 2023, and under the terms of Contract Number N42621-B, dated January 4, 2022, between NCDEQ and S&ME.

Please call us at 919-872-2660 with any questions or comments.

Sincerely,

**S&ME, Inc.**

Handwritten signature of Gerald Paul in black ink.

Gerald Paul  
Senior Project Manager  
[jpaul@smeinc.com](mailto:jpaul@smeinc.com)

Handwritten signature of Thomas P. Raymond in black ink.

Thomas P. Raymond, P.E., P.M.P.  
Senior Engineer  
[traymond@smeinc.com](mailto:traymond@smeinc.com)

Attachment: Remedial Investigation – Initial Site Visit Summary Report





## Table of Contents

<b>1.0</b>	<b>Summary of Current Investigation .....</b>	<b>1</b>
<b>2.0</b>	<b>Initial Site Visit Findings .....</b>	<b>1</b>
	Site Security – Site Access .....	1
	Standing Water, Drainage and Wetlands .....	1
	Tree Removal .....	2
	Soil Cover .....	2
	Landfill Gas Collection System .....	2
<b>3.0</b>	<b>Sole Use Statement .....</b>	<b>2</b>
<b>4.0</b>	<b>Certification Acknowledgement .....</b>	<b>3</b>

## List of Figures

Figure 1 – Site Map

## Appendices

Appendix I – Site Photographs



## 1.0 Summary of Current Investigation

S&ME conducted an initial site inspection of the Cumberland County/Cliffdale LF under the direction of NCDEQ. S&ME completed the site visit in general conformance with S&ME proposal No. 23050459, dated June 6, 2023, for Task Order 2900SV-1 and Cost Adjustment 2900SV-1A, dated June 22, 2023, and under the terms of Contract Number N42621-B, dated January 4, 2022, between NCDEQ and S&ME.

## 2.0 Initial Site Visit Findings

On June 14, 2023, S&ME personnel conducted a site visit of the Cumberland County/Cliffdale LF. S&ME was escorted onto the property by Mr. Dave Roberts (Maintenance Supervisor, Cumberland County – Solid Waste Management). Mr. Roberts provided access to the two parcels (Parcel Identification Numbers 9487-30-5518 and 9487-40-6015) that make up the former Cumberland County/Cliffdale LF. The first parcel (9487-30-5518) spans approximately 41.50 acres and includes the former Cumberland County Transfer Station and undeveloped wooded area located just beyond the transfer station to the east. The second parcel (9487-40-6015) spans approximately 18.54 acres of undeveloped wooded area located to the east of the first parcel. The landfill is currently partially covered by a small road leading to the former Cumberland County Transfer Station. The extents of the waste disposal area are not known at this time. The former Cumberland County Transfer Station is no longer in operation. During the site visit, S&ME personnel located several landfill gas vents and the remnants of the former landfill gas collection system and flare. The system was non-operational and was in a state of disrepair. A more detailed description of the Cumberland County/Cliffdale LF is indicated below. A site map indicating the noted items below is included as **Figure 1**. A photographic log is included as **Attachment I**.

The following items were noted during the initial site visit:

### Site Security – Site Access

A chain link perimeter fence surrounds former Cumberland County Transfer Station, and a locked gate is located at the entrance to the facility. While the site is relatively secure, there are sections of the fence along the back of the property that are not secure and there are access points that can be used to access the property.

### Standing Water, Drainage and Wetlands

Several areas of lower topography (possibly caused by landfill waste settlement), standing water and wetland vegetation were noted throughout the facility. These areas have not been delineated by a Professional Wetland Scientist or confirmed by the Army Corps of Engineers.

In addition to the greater landfill property, S&ME specifically investigated the drainage ditch that runs along the property beside 7588 Lowell Harris Road. The ditch appears to be located on the Cumberland County property. Clearing and grubbing of this area has been recently completed by Cumberland County. While most of the cleared vegetation was removed from the drainage feature, several large roots and branches remain in the open swale. The side slopes of the western side of the drainage ditch have been





disturbed. It was also noted that the drainage ditch may be deeper in several areas near the road that do not allow for proper drainage. The site has positive runoff, but the ditch is deeper by near the entrance to the landfill holds water. No exposed waste was noted in the ditch banks. A few bricks and inert debris were noted in the base of the drainage ditch but did not appear to be from the former landfill. See the attached photographic log (**Attachment I**) for additional documentation.

### **Tree Removal**

As previously discussed, Cumberland County recently conducted clearing of vegetation and trees along the property line (on county property) and drainage ditch located at 7588 Lowell Harris Road. Debris is visible in the ditch and in the cleared area on top of the slope of the drainage ditch. It appears that some sediment from the grubbing and clearing had settled into the base of the drainage feature that may be resulting in some of the drainage issues that were previously noted by the concerned resident. Excess soil, pine straw and tree branches were present along the base of the drainage ditch. No indications of pre-regulatory landfill waste were noted.

### **Soil Cover**

No exposed waste was noted during the investigation. Surface debris was found at various locations across the facility but appeared to be associated with post 1983 disposal activities and not part of the original landfill closure.

As we were being escorted around the site by Mr. Roberts, two perimeter wells were located. The wells did not have information tags or construction information. One of the perimeter wells was located directly adjacent to the above-mentioned drainage ditch. S&ME personnel utilized a GEM 5000 landfill gas meter to screen the well for the presence of landfill gases (methane, hydrogen carbon dioxide, and carbon monoxide). No landfill gases were measured in the perimeter well. In addition, S&ME collected a reading from the base of the drainage ditch in an area without standing water. No landfill gases were measured at that location. See the attached photographic log (**Attachment I**) for additional documentation.

### **Landfill Gas Collection System**

During the investigation S&ME personnel located the remnants of the former landfill gas collection system. A landfill gas blower and flare were located within a fenced in area to the south of the Former Transfer Station. The system and its ancillary components were in a state of disrepair. S&ME also identified several landfill gas vents that are believed to be related to the former landfill gas collection system. S&ME personnel utilized a GEM 5000 landfill gas meter to screen several of the located gas vents for the presence of landfill gases. No landfill gases were measured in any of the identified gas vents.

## **3.0 Sole Use Statement**

This report is solely intended for use by NCDEQ for the services that were performed in accordance with S&ME's Proposal No. 23050459, dated June 6, 2023, and Cost Adjustment January 6, 2022, as authorized by NCDEQ Task Order 2900SV-1 and 2900SV-1A.



#### 4.0 Certification Acknowledgement

"I certify that to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

Gerald Paul/ S&ME, Inc.

Name of Environmental Consultant / Company

Signature of Environmental Consultant

July 17, 2023

Date

I, Gail L. Kluever, a Notary Public of said County and State, do hereby certify that  
Gerald Paul did personally appear and sign before me this day, produced proper  
identification in the form of Personally Known, was duly sworn or affirmed, and declared that, he or  
she is the duly authorized environmental consultant referenced above and that, to the best of his or her  
knowledge and belief, after thorough investigation, the information contained in the above certification is  
true and accurate, and he or she then signed this Certification in my presence.

WITNESS my hand and official seal this 17<sup>th</sup> day of July, 2023.

Notary Public (signature)

My commission expires: 7/26/2026

(OFFICIAL SEAL)



## Figures



Drawing Path: T:\Ra\alg\1-10500-Projects\2023\23050455 NCD-50 LF Cumberland County - Cliffdale LF 7583 Lowell Harris Rd, Fayetteville, NC 28314\ENV\GIS\Site Map.mxd plotted by jmaury 07-12-2023



## SITE MAP

CUMBERLAND COUNTY/ CLIFFDALE LF  
7583 LOWELL HARRIS ROAD, FAYETTEVILLE, NORTH CAROLINA  
NCDEQ SITE ID: NCD980502900 - Task Order 2900SV-1A

SCALE:  
1" = 350'  
DATE:  
7-12-23  
PROJECT NUMBER  
23050459

FIGURE NO.

1

## Appendices

## **Appendix I - Photographs**




**Cumberland County/Cliffdale LF**


**NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A**

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



			Date: 6/14/2023
			Photographer: Gerald Paul
1	Location	Entry gate of the facility	
	Remarks	Gate was locked and clearly marked.	

			Date: 6/14/2023
			Photographer: Gerald Paul
2	Location	Landfill Perimeter – Western boundary	
	Remarks	Landfill warning sign.	

**Cumberland County/Cliffdale LF**

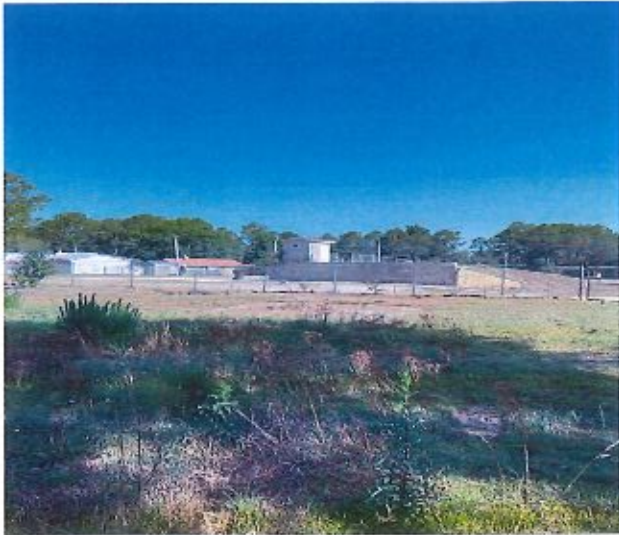
**NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A**

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459




<b>3</b>	<b>Location</b>	Former Transfer Station – Old Landfill	
	<b>Remarks</b>	Perimeter fence along the landfill side of the property.	



Date: 6/14/2023  
 Photographer: Gerald Paul

<b>4</b>	<b>Location</b>	Former Transfer Station – Old Landfill	
	<b>Remarks</b>	Perimeter fence along the adjoining neighborhood.	



Date: 6/14/2023  
 Photographer: Gerald Paul




Cumberland County/Cliffdale LF

NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



			Date: 6/14/2023
			Photographer: Gerald Paul
5	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	

			Date: 6/14/2023
			Photographer: Gerald Paul
6	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	


**Cumberland County/Cliffdale LF**

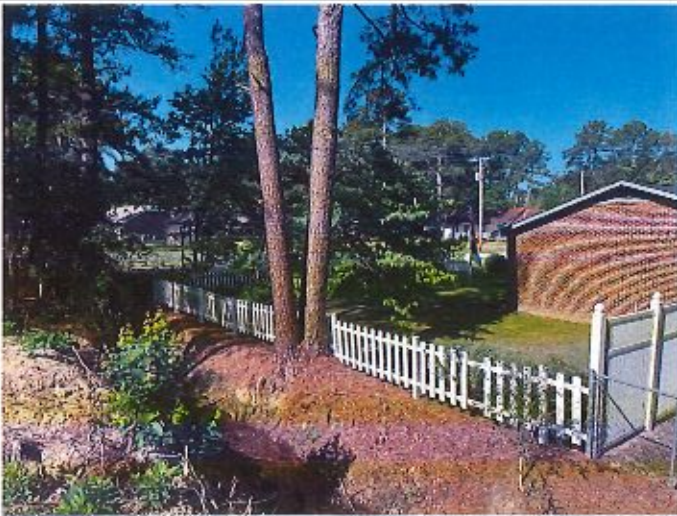
**NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A**

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



7			Date: 6/14/2023
	Photographer: Gerald Paul		
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	

8			Date: 6/14/2023
	Photographer: Gerald Paul		
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	




**Cumberland County/Cliffdale LF**


**NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A**

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



9			Date: 6/14/2023
			Photographer: Gerald Paul
	Location	Cumberland County-Cliffdale LF Side of Drainage Ditch	
	Remarks	Downed trees and other vegetative debris located along the top of the drainage channel.	

10			Date: 6/14/2023
			Photographer: Gerald Paul
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Eroded streambank from vegetation removal. Some inert debris was identified, but no exposed waste was noted.	

Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



11			Date: 6/14/2023
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Eroded streambank from vegetation removal. Some inert debris was identified, but no exposed waste was noted.	

12			Date: 6/14/2023
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Eroded streambank from vegetation removal. Some inert debris was identified, but no exposed waste was noted.	



Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



		Date: 6/14/2023
		Photographer: Gerald Paul
13	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)
	Remarks	Unidentified perimeter well located and screened for landfill gasses. No landfill gasses were detected.

		Date: 6/14/2023
		Photographer: Gerald Paul
14	Location	Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)
	Remarks	Unidentified perimeter well located and screened for landfill gasses. No landfill gasses were detected.


**Cumberland County/Cliffdale LF**

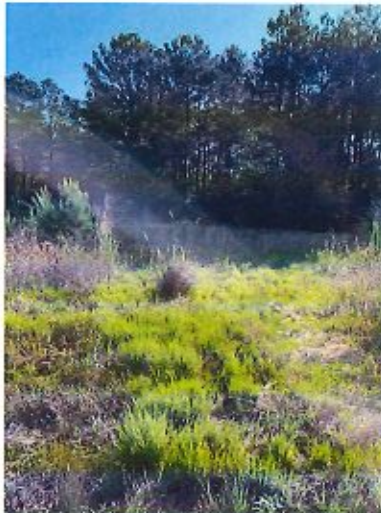
**NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A**

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



15			Date: 6/14/2023
	Photographer: Gerald Paul		
<b>Location</b>		Central portion of the landfill	
<b>Remarks</b>		Lowland area of standing water and wetland vegetation.	

16			Date: 6/14/2023
	Photographer: Gerald Paul		
<b>Location</b>		Central portion of the landfill	
<b>Remarks</b>		Lowland area of standing water and wetland vegetation.	



Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



17			Date: 6/14/2023
	Location	Inactive Landfill Gas Collection System and Flare	Photographer: Gerald Paul
	Remarks	Former landfill gas collection system in a state of disrepair.	

18			Date: 6/14/2023
	Location	Inactive Landfill Gas Collection System and Flare	Photographer: Gerald Paul
	Remarks	Former landfill gas collection system in a state of disrepair.	


Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



		Date: 6/14/2023
		Photographer: Gerald Paul
19	Location	Inactive Landfill Gas Collection System and Flare
	Remarks	Former landfill gas collection system in a state of disrepair.

		Date: 6/14/2023
		Photographer: Gerald Paul
20	Location	Inactive Landfill Gas Collection System and Flare
	Remarks	Former landfill gas collection system in a state of disrepair.


**Cumberland County/Cliffdale LF**


**NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A**

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



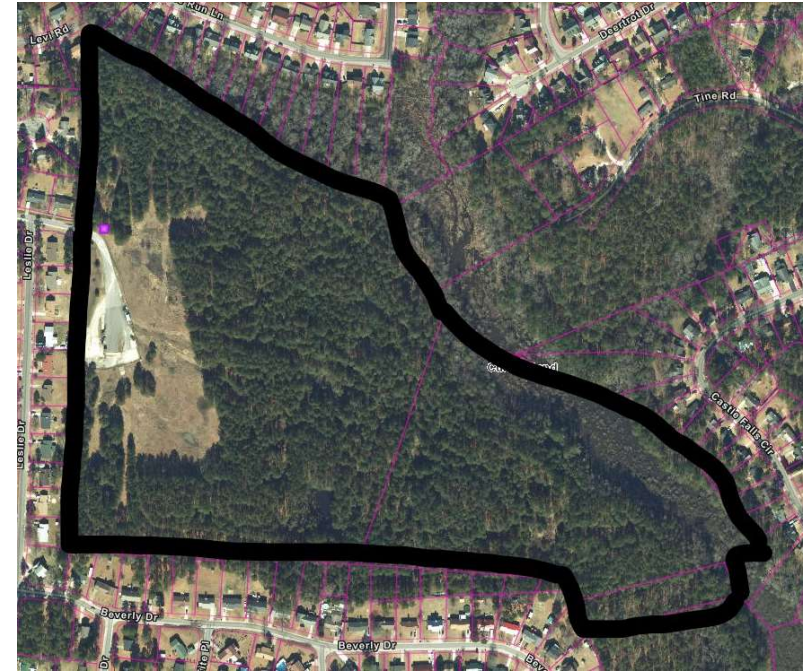
		Date: 6/14/2023
		Photographer: Gerald Paul
21	Location	Suspected landfill gas vent – central portion of the landfill
	Remarks	Screened the unidentified well for landfill gasses. No landfill gasses were detected.

		Date: 6/14/2023
		Photographer: Gerald Paul
22	Location	Near the central western property line.
	Remarks	Screened the unidentified well for landfill gasses. No landfill gasses were detected.



# Remedial Investigation – First Phase Activities

- A summary of historical operations
- Aerial photography
- Report Information:
  - USGS topographic location map
  - Vicinity map
  - Surface water map
  - Water supply map and table
  - Site Map
  - Summary of sensitive environment survey
  - Sensitive environment map
  - Geophysical survey results map
  - Description of geologic and hydrogeologic conditions



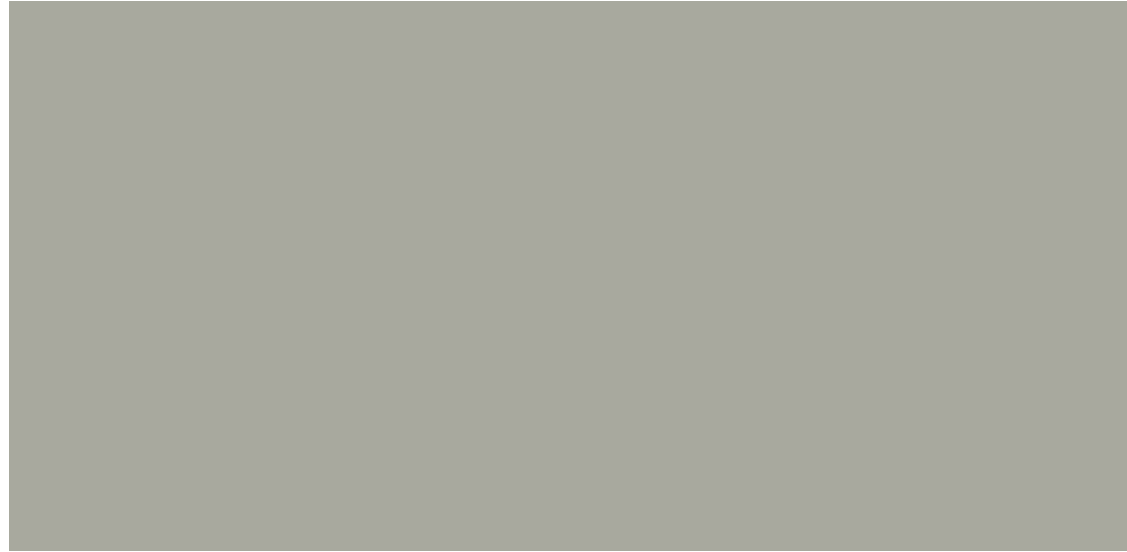
# Remedial Investigation – Contaminant Delineation

- Contaminant monitoring:
  - Natural soil metals
  - Soil anthropogenic background
  - Natural groundwater metals
  - Disposal area delineation
  - Above ground vapor
  - Soil cover
  - Surface water/Sediment/Seep
  - Potable water supply
  - LFG probe
  - Methane
  - Structural vapor
  - Contaminated sources and impacted receptors
  - Waste characterization
- Data from each task must be submitted



# Remediation

- Remedial Action Plan
  - Remedies for waste disposal area and contaminated medias
- Public Comment
- Remedial Action Implementation
- Remedial Action Progress Reports
  - Submitted daily
- Remedial Action Completion Report
  - Submitted within 30 days





ROY COOPER

*Governor*

ELIZABETH S. BISER

*Secretary*

MICHAEL SCOTT

*Director*



NORTH CAROLINA  
*Environmental Quality*

## URGENT MATTER – PROMPT REPLY REQUESTED

July 19, 2023

Cumberland County  
PO Box 449  
Fayetteville, NC 28302

Re: Landfill Investigation Located at 7581 Lowell Harris Road  
PINs 9487-30-5518 and 9487-40-6015  
Fayetteville, Cumberland County, NC  
Cumberland County/Cliffdale LF  
Landfill ID #NCD980502900

Dear Property Owner:

The North Carolina Division of Waste Management (Division) is investigating the presence of hazardous substances, pollutants or contaminants resulting from past operations of the old unregulated landfill listed above. The Division has a program to address old unregulated landfill sites called the Pre-Regulatory Landfill Program (PRLF). The PRLF uses independent contractors to investigate and remediate any contamination related to the pre-regulatory landfills. The PRLF's contractor for this project is S&ME, Inc.. To assist in this investigation, the PRLF is requesting that you grant access to your property to allow S&ME, Inc. to conduct additional assessment activities. Please find an attached Property Access Consent for your signature and an Information Page for more details on the PRLF.

Since site activities cannot be performed without completion of this form, the PRLF would appreciate your prompt return of the form to:

Tom Raymond  
S&ME, Inc.  
3201 Spring Forest Road  
Raleigh, NC 27616

If you have any questions regarding the status of site activities, please do not hesitate to contact the PRLF's approved contractor for this project, Tom Raymond with S&ME, Inc., at [traymond@smeinc.com](mailto:traymond@smeinc.com) or 919-954-6229. If you still have questions after contacting Mr. Raymond



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200

with S&ME, Inc., please contact the PRLF Program Project Manager, Ms. Analee Thornburg at [analee.thornburg@deq.nc.gov](mailto:analee.thornburg@deq.nc.gov) or (919) 707-8227.

Thank you for your cooperation.

Enclosures:   Property Access Consent  
                  Information Page  
                  Owner Approval of Erosion Control Plans (NCGS 113A-54.1)  
                  Property Owner Consent to Land-Use Restrictions  
                  U.S. Army Corps of Engineers Property Access Authorization



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200



## PROPERTY ACCESS CONSENT

***This document may not be modified without the Program's approval. If you have questions on how to fill out this form or about the activities at this site, please call the Pre-Regulatory Landfill (PRLF) Program's contractor for this project, Tom Raymond with S&ME, Inc. at [traymond@smeinc.com](mailto:traymond@smeinc.com) or 919-954-6229. If you still have questions after contacting Tom Raymond with S&ME, Inc., please contact the PRLF project manager, Analee Thornburg at [analee.thornburg@ncdeq.nc.gov](mailto:analee.thornburg@ncdeq.nc.gov) or 919-707-8227.***

For PRLF Use Only  
**PRLF ID No.**  
NCD980502900

Please Print

---

(Name of Property Owner or Tenant in Residence)

---

(Street Number and Street Name of Property)

---

(City or Town in Which Property Is Located) / (County in Which Property is Located) / (Zip Code)

I voluntarily consent to the Division of Waste Management (Division) and its independent contractors (contractors) entering and having continued access to my property for the following purposes:

- (1) Conduct an environmental investigation to evaluate potential public health and environmental hazards resulting from past operations of an old unregulated landfill;
- (2) If necessary, abate or control hazards posed by wastes and contaminated material by implementing a remedial action plan;
- (3) Taking soil, groundwater, surface water and/or air samples as may be necessary;
- (4) Taking other actions related to the investigation of surface or subsurface conditions;
- (5) Taking response actions necessary to mitigate any threat to human health or the environment.

Other conditions:



- (1) The Division and its contractors shall attempt to perform any activities at the Property in a manner that minimizes interference with use of the Property.
- (2) On conclusion of all activities, the Division and its contractors shall properly abandon monitoring wells in accordance with applicable laws and regulations, unless other arrangements are agreed to by the Property Owner.
- (3) The Division or its contractors will make reasonable attempts to notify the Property Owner at least 48 hours prior to entering the Property for any purpose. In situations that the Division determines to be of an emergency nature, the Division or its contractors shall have immediate access to the property.
- (4) Property Owner shall not willingly destroy, damage, remove, pave over or cover any monitoring wells at the site without prior consent of the Division.

**By signing this consent document, I acknowledge that I am the legal property owner or tenant in residence that has the authority to allow this work on the property and have contacted all tenants (if there are tenants) occupying the property and all tenants agree to the conditions of this "Property Access Consent".**

---

(Signature of Property Owner or Tenant in Residence)

(Date)

---

(Telephone Number for Property Owner or Tenant in Residence for scheduling work/notification)

---

(Email Address for Property Owner or Tenant in Residence if you prefer to be contacted via email)

**Please return form to:**

**Tom Raymond  
S&ME, Inc.  
3201 Spring Forest Road  
Raleigh, NC 27616**

**Or via email to: [traymond@smeinc.com](mailto:traymond@smeinc.com)**



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200

# Pre-Regulatory Landfill (PRLF) Program

*Before 1983, solid and hazardous waste regulations were almost non-existent. The General Assembly authorized the Pre-Regulatory Landfill Program in 2007 to identify, assess, and mitigate risks posed by pre-1983 landfills.*

**Statutory Authority: G.S. 130A-310.6**

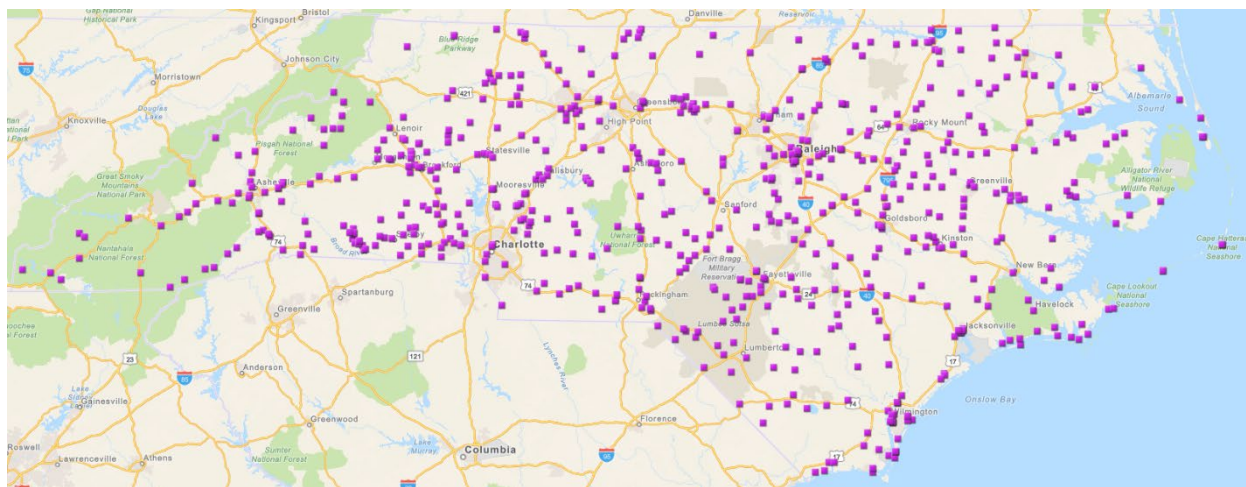
By statute, the PRLF Program only applies to municipal solid waste sites that ceased adding waste before 1983.

## About the Program:

- Since 2009, \$1/ton of a state-wide disposal tax is allocated to DEQ to manage engineering contractors that locate the sites, determine property and surrounding uses, and identify water supply wells and other routes of potential exposure.
- A risk-based approach is used to prioritize sites.
- Successful reuse of PRLF properties include several parks, business, and a charter school.
- Cleanups have allowed residential development of adjacent properties.
- A pilot study is currently underway to determine if increased privatization of the cleanup would increase efficiency and reduce costs.
- Staff have developed an inventory and prioritization system, collected GIS location information, and made all site records available online.

## By the Numbers

- **681** unregulated, unlined, and/or uncovered PRLFs have been identified to date.
- **90** sites currently undergoing remediation.
- **25** sites have been fully remediated.
- **\$1,787,919** – average remediation cost per site.
- **82%** of sites are wholly or partially owned by private parties.
- **50%** of sites have multiple owners.
- **2,000,000** cubic yards and **124** acres of hazardous and solid waste are now secured.
- **1,115** water supply wells sampled.
- **21** homes provided with alternate water supplies.



Pre-Regulatory Landfill Sites in North Carolina

## Risk Posed by PRLFs

- Could contain hazardous wastes, medical wastes, and/or asbestos-containing materials.
- Contaminated soils and hazardous materials could be exposed.
- Hazardous vapors from contaminated groundwater and waste can migrate to homes, schools or businesses.
- Contaminated groundwater and eroding waste gets discharged to creeks.
- 80% of sites have residences, schools, churches, day cares, parks, and/or drinking water sources on or within 1,000 feet.
- Groundwater contamination has affected or could affect drinking water supplies.
- Could contain explosive levels of methane.
- Contaminated soils, hazardous wastes, and asbestos-containing materials can and have been taken and used as fill at other properties.

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
MICHAEL SCOTT  
Director



## Owner Approval of Erosion Control Plans (NCGS 113A-54.1)

Cumberland County  
7581 Lowell Harris Road  
PINs 9487-30-5518 and 9487-40-6015  
Fayetteville, Cumberland County, NC  
Cumberland County/Cliffdale LF  
Landfill ID #NCD980502900

I/We own the above referenced property.

I/We hereby grant permission to the North Carolina Division of Waste Management (Division) and the Division's independent contractor (S&ME, Inc.) to submit a draft erosion and sedimentation control plan and to conduct land-disturbing activities on my/our property in accordance with NCGS 113A-54.1 (Approval of Erosion Control Plans).

Print \_\_\_\_\_  
Name of Property Owner/Corporation (Print)

Signature \_\_\_\_\_  
Name of Property Owner/Corporation (Signature)

Date \_\_\_\_\_

Email address \_\_\_\_\_

Phone number \_\_\_\_\_

**Please return form to:**

**Tom Raymond  
S&ME, Inc.  
3201 Spring Forest Road  
Raleigh, NC 27616**

**Or via email to: [traymond@smeinc.com](mailto:traymond@smeinc.com)**



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200



ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
MICHAEL SCOTT  
Director



## Property Owner Consent to Land-Use Restrictions

Cumberland County, owner of real property located at 7581 Lowell Harris Road (PINs 9487-30-5518 and 9487-40-6015), Fayetteville, Cumberland County, North Carolina ("Property"), hereby states that it is agreeable to the imposition of Land-Use Restrictions ("Restrictions") on the Property partially or completely in lieu of remediation of hazardous substances to unrestricted-use levels. Said corporation understands that it may refuse to consent upon review of the specific Restrictions proposed for the Property.

<check the boxes that apply>

☐

The corporation holds fee simple title to the Property free, clear and unencumbered;

[or]

☐

There are non-financial encumbrances (utility easements, greenways, lease agreements, land-use restrictions, etc.) on the property. I have provided to the Superfund Section the names of all other persons that own an interest in or hold an encumbrance on the Property (Attachment A) and have notified such persons of my intention to record Restrictions on the Property;

and, [if applicable]

☐

I understand that if other interest in, or encumbrances on, the Property conflict with the proposed Restrictions, the persons who own such interests or hold such encumbrances must agree to subordinate such interest or encumbrances to the Restrictions. The subordination agreement[s] is [are] included as Attachment B.

---

Signature of Corporation Representative

---

Signatory's name typed or printed

---

Title

Please return form to:  
Tom Raymond  
S&ME, Inc.  
3201 Spring Forest Road  
Raleigh, NC 27616

Or via email to: [traymond@smeinc.com](mailto:traymond@smeinc.com)



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

MICHAEL SCOTT

Director



NORTH CAROLINA  
Environmental Quality

## U.S. Army Corps of Engineers Property Access Authorization

Cumberland County  
7581 Lowell Harris Road  
PINs 9487-30-5518 and 9487-40-6015  
Fayetteville, Cumberland County, NC  
Cumberland County/Cliffdale LF  
Landfill ID #NCD980502900

I/We hereby grant permission to the U.S. Army Corps of Engineers to access my/our property to conduct a wetland jurisdictional determination located at 7581 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina (PINs 9487-30-5518 and 9487-40-6015) and;

Provide results of the study to the Division of Waste Management, Pre-Regulatory Landfill Program and its independent contractor.

Print

\_\_\_\_\_  
Name of Property Owner/Corporation (Print)

Signature

\_\_\_\_\_  
Name of Property Owner/Corporation (Signature)

Date

\_\_\_\_\_

**Please return form to:**

**Tom Raymond  
S&ME, Inc.  
3201 Spring Forest Road  
Raleigh, NC 27616**

**Or via email to: [traymond@smeinc.com](mailto:traymond@smeinc.com)**



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200



## **INFORMATION SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KEITH TODD, CHIEF INNOVATION AND TECHNOLOGY SERVICES  
DIRECTOR**

**DATE: 10/5/2023**

**SUBJECT: ELECTRONIC RECORDS & ELECTRONIC SIGNATURES POLICY**

#### **BACKGROUND**

##### **Electronic Signature Policy**

In fiscal year 2023, Cumberland County embarked on a significant initiative aimed at transforming its government operations by embracing a digital philosophy. The primary objective of this County-wide effort was to modernize and streamline various aspects of governance to better serve the community.

A key component of this digital shift was the adoption of electronic signatures. Electronic signatures provide numerous benefits that can significantly improve the way the government operates. Firstly, they enhance security, ensuring the authenticity and integrity of important documents and transactions. Secondly, they enable workflow automation, streamlining processes and reducing bureaucratic bottlenecks. Moreover, implementing electronic signatures leads to substantial cost savings by reducing the reliance on paper-based systems and associated administrative expenses.

Another advantage of electronic signatures is the significant time savings they offer. Shorter business cycles result in quicker processing times, allowing the County to respond more efficiently to citizens' needs. Furthermore, electronic signatures facilitate telework capabilities, enabling employees to work remotely more efficiently and promoting a more flexible work environment.

By recognizing electronic (digital) signatures as legally valid, Cumberland County demonstrates its commitment to providing top-notch services to its customers, both internal and external. The ability to sign documents electronically opens up new possibilities for interactions with the government, making processes more convenient and accessible to everyone, even beyond regular business hours.

In addition to improving service delivery and enhancing customer satisfaction, the adoption of electronic signatures provides invaluable support to the management of electronic records and imaging.

## **Electronic Records and Imaging Policy**

In fiscal year 2023, an expansive initiative encompassing the entire county was launched to transition Cumberland County into a digital government framework. Central to this endeavor was the establishment of the Digital Government Governance Committee (DGGC). The core mission of the DGGC is to enhance service efficiency and elevate customer experience by digitizing both historical and present documents, aligning with the file retention mandates set forth by North Carolina’s Department of Natural and Cultural Resources (NCDNCR). During collaborative efforts with NCDNCR, it became evident that local governing bodies are obligated to establish a comprehensive policy prior to substituting physical records with digital counterparts.

In line with this, NCDNCR provides a policy blueprint tailored for use by local agencies. Cumberland County has adeptly utilized this template as a foundation to formulate the policy at hand. Approving this policy holds the potential to unlock several benefits. Firstly, it empowers departments to significantly reduce reliance on physical storage spaces. Additionally, it serves as a shield against risks tied to sensitive or confidential information contained within hard copy documents — information that, once destroyed or compromised during a calamity or emergency, becomes irreplaceable. Most notably, the policy harmonizes with the modern work landscape by facilitating seamless telework opportunities through digital document accessibility.

During the October 12, 2023, Agenda Session, the Board of Commissioners approved placing this item on the Consent Agenda for the October 16, 2023, Regular Meeting.

## **RECOMMENDATION / PROPOSED ACTION**

The Digital Government Governance Committee recommends the approval of Policy No. 5-4 Electronic Signature Policy and No. 5-3 Electronic Records and Imaging Policy.

### **ATTACHMENTS:**

Description	Type
Electronic Records and Imaging Policy Final	Backup Material
Electronic Signature Policy Final	Backup Material

*Adopted by the Board of Commissioners (date)*

**Cumberland County**

**Section I – Board Approved Policies**

**Subsection 5: Cumberland County Information Services**

**Policy No. 5-3: Electronic Records and Imaging Policy**

**1.0 Purpose**

The records covered by this policy are those in the custody of Cumberland County and used in the conduct of public business. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources (DNCR) publication, [Guidelines for Managing Trustworthy Digital Public Records](#). Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Compliance with this policy will enhance the acceptance of these records as trustworthy for legal purposes.

Documents which are public records as defined by [North Carolina G.S. § 132-1](#) are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments for processing and storing the records. This policy serves as basic documentation of the procedures followed by the County in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the County's in-house and contracted imaging system, which reduces required storage space for original documents as the County transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The County will follow DNCR's Policy, [Request for Disposal of Original Records Duplicated by Electronic Means](#), whenever the County wishes to dispose of a series of paper records that have been digitized.

This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at DNCR. This policy is modeled after the DNCR's guidance document [Guidelines for Managing Trustworthy Digital Public Records](#).

## 2.0 Scope

This policy shall apply to all County departments under the supervision of the county manager and any County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County's system for creating, imaging, and managing electronic records and provides written notice of its consent to the Clerk to the Board of Commissioners. The Clerk to the Board shall attach such notices of consent to this policy. All County departments, agencies, authorities, or offices shall oversee their own records and may adopt additional guidelines and procedures for staff working with their respective records in accordance with DNCR functional schedules. Any County department, agency, authority, or office with records requiring specialized treatment may use a separate electronic records and imaging system for those records requiring such specialized treatment.

## 3.0 Definitions

*Born-digital record:* Information created in electronic format. Examples include documents created in Microsoft Word, databases, and online content such as websites.

*Electronic record:* A record that was created in electronic format and can be stored, transmitted, or processed by a computer; an electronic record is maintained in a coded format and can only be accessed by using a computer that converts the codes into human-readable text, images, or sounds. Electronic records are typically in the form of documentation that is static. A nonmodifiable electronic record is a .pdf file. Such files are electronically tangible in that they can be seen, worked with, and updated.

*Digital data or digital object:* A single unit of digital content, such as a document, a photograph, or an audio file that is accessible through electronic format. A digital object is made up of multiple components including code that includes words or images, and metadata that helps describe the object. Digital data is bytes of information that are integrated across different system(s). It includes the metadata of any object. Digital records include obsolete storage devices such as floppy disks, CD's, or microfiche.

*Digitized records:* Records that have been converted from either a printed or an analog copy to a digital form, through scanning or other forms of digital reproduction.

*Metadata:* Structured information that describes, explains, and/or locates an electronic file. Metadata provides answers to questions like "what is it," "where did it come from," and "who created it"?

*Migration:* The process of moving data from one information system or storage medium to another to ensure continued access to the information as the system or medium becomes obsolete or degrades over time.

*Redaction:* The process of censoring or obscuring part of a text for legal or security purposes, especially to remove personally identifying information.



*Retention and Disposition Schedule:* A document that identifies and describes an organization's records, usually at the series level, and provides instructions for the disposition of records throughout their life cycle as required by NCDR's Division of State Archives.

## **4.0 Policy**

### **4.1 Management Responsibilities**

The county manager will be responsible for ensuring that all County departments under the county manager's supervision adopt and comply with the County's Electronic Records and Imaging Policy. The county manager, or any other department designated by the county manager, will have the authority to draft, revise, and implement a minimum requirements Electronic Records and Imaging Procedure. Each department can supplement the County's Electronic Records and Imaging Procedure with additional procedural requirements, based on their department's records retention requirements.

The director or manager of each County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County's system for creating, imaging and storing electronic records shall be responsible for implementing the system in their respective organizations and have authority to supplement the County's Electronic Records and Imaging Procedure with additional procedural requirements, based on their organization's records retention requirements. Responsibilities for each level of management as it pertains to electronic records and imaging will be outlined in the County's Electronic Records and Imaging Procedure.

### **4.2 Availability of System and Records for Outside Inspection**

Legal processes may result in the request of the information technology system used to produce records and related materials. County personnel will honor requests for outside inspection of the system and testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must continue to exist when litigation, government investigation, or audit is pending or imminent, or if a court order may prohibit specified records from being destroyed or otherwise rendered unavailable.

To lay a proper foundation for the purposes of admitting the County's electronic records into evidence, the County must be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- procedural manuals,
- system documentation,
- training documentation,
- audit documentation, and

audit trails documenting access permission to records This documentation will be addressed as part of the County's Electronic Records and Imaging Procedure.

#### **4.3 Maintenance of Electronic Files**

All platforms used by the County to create and manage electronic records, including e-mail, social media platforms, and cloud computing platforms, shall conform with all applicable policies of DNCR and the County's Innovation and Technology Services Department (ITS).

Electronic files shall be named in accordance with [Best Practices for File Naming](#) published by DNCR.

Electronic files shall be saved in formats that comply with DNCR's [File Format Guidelines for Management and Long-Term Retention of Electronic Records](#). File formats used by the County are identified as standard by DNCR and are well-supported, backwards compatible, and have robust metadata support.

All documents shall be maintained in a secure environment following the County's Electronic Records and Imaging Procedure.

Metadata shall be maintained alongside the records to include, at a minimum, the file creator, date created, title (stored as the file name), and when appropriate, cell formulae and email header information.

Data shall be converted to new, usable file types as old ones become obsolete, following recommended technology requirements, to ensure that records kept in electronic formats will have continued accessibility.

#### **4.4 Components of Electronic Records and Imaging System**

##### ***Training***

The County shall conduct training in system use and electronic records management, using material and guidance published by DNCR, when appropriate.

##### ***Audit***

Audit Trails shall be electronically maintained by county ITS to include, at a minimum, who has read and/or write permission to files maintained by the County. Audit trails will be used to ensure and maintain authenticity and storage reliability.

Audits shall be designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits will be conducted annually by County departments.

When paper records are scanned for the purpose of disposing of the paper originals where allowed, managerial staff shall periodically audit such imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed, following the County's Electronic Records and Imaging Procedure.

### ***System Design***

The County shall maintain documentation that describes system procedures, practices, and workflows. This documentation shall also identify system software and hardware and capture the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It shall explain how the system operates from a functional user and data processing point of view. Documentation shall be reviewed and updated by ITS staff regularly or upon implementation of a new information technology system. Such documentation maintained by the County shall include:

- Procedural manuals
- System documentation
- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- Service level agreements for contracted information technology services

### ***Retention of System Documentation***

One set of all system documentation shall be maintained during the period for which the records produced by the process or system could be subject to legal challenges and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the state records retention schedule.

## **5.0 Implementation**

### **5.1 Retention of Original and Duplicate Records**

To obtain permission to destroy original records following imaging, the County will follow the DNCR Policy, [Request for Disposal of Original Records Duplicated by Electronic Means](#). For each records series identified for scanning, DNCR must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records, these scanned records shall become the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule, in accordance with DNCR's guidelines and schedules. The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the County's duplicate "working" record or reference copy.

## **5.2 Other Electronic Records Management Practices**

### ***Security and Disaster Backup and Restoration***

The County shall maintain a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss shall be generated for all but the most transitory of files. Routine backups shall be conducted on a pre-determined schedule.

### ***Vendor-Provided Services/Hosted Solutions***

For each technology solution that is vendor-provided, ITS will reference the County's Electronic Records and Imaging Procedure to ensure all procedural requirements for vendor-provided or hosted solutions are followed. A copy of the purchase order and a detailed service level agreement with all vendors shall be maintained.

## **5.3 Compliance and Records Self-Warranty**

The adoption of this policy by the Cumberland County Board of Commissions requires the County, each of its departments subject to the supervision of the county manager, and each County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County's system for creating, imaging and storing electronic records to adhere to the rules set forth in this policy and any procedures established to implement this policy,

*Adopted by the Board of Commissioners (date)*

**Cumberland County**

**Section I – Board Approved Policies**

**Subsection 5: Cumberland County Information Services**

**Policy No. 5-4: Electronic Signature Policy**

**1.0 PURPOSE**

This Electronic Signature Policy shall apply to all County departments under the supervision of the county manager and any County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County’s system for signing documents electronically and provides written notice of its consent to the Clerk to the Board of Commissioners. The Clerk to the Board shall attach such notices of consent to this policy.

Use of electronic signatures increases productivity and ensures convenient, efficient, timely, secure, and appropriate access to County information. In addition to increasing productivity and efficiency, this policy furthers Cumberland County’s ongoing digital transformation efforts.

This policy establishes when electronic signature technology may replace a handwritten signature with the goal of encouraging the use of paperless, electronic documents when appropriate and allowed by law.

While the use of electronic signatures is strongly encouraged, this policy does not mandate that any third party signing a document uses electronic signature.

**2.0 LEGAL AUTHORITY**

The legality and use of electronic signatures are governed by federal and state law. (See [15 United States Code, Chapter 96](#), Subchapter I, Electronic Records and Signatures in Commerce; [North Carolina General Statutes, Chapter 66, Article 11A, Electronic Commerce in Government, and Article 40, Uniform Electronic Transactions Act \(UETA\)](#)).

**3.0 POLICY**

This policy applies to documents requiring the signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. In such situations, affixing an electronic signature to the document in a manner consistent with this Policy shall satisfy the County’s requirement for signing a document. As used in this policy, the term “signature” may include using initials on a document instead of, or in addition to, a signature, where appropriate.

#### **4.0 ELECTRONIC AND DIGITAL SIGNATURE DEFINITIONS**

The UETA defines an electronic signature as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. All three elements must be present to constitute a valid electronic signature under the Act. The UETA authorizes use of an electronic signature for transactions between parties each of which has agreed to conduct transactions by electronic means. Under the UETA an electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.

The Digital Signature Policy Guidelines published by Office of State Controller, and the North Carolina Department of the Secretary of State, and North Carolina Department of Cultural Resources, Division of Archives and Records defines a digital signature as a complex string of electronic data that is embedded in an electronic document for the purposes of verifying document integrity and signer identity. For purposes of this policy, a digital signature is a type of electronic signature as described in the Digital Signature Policy Guidelines. A digital signature has strict security requirements that may be used to execute certain written communications and agreements with the County if it satisfies the requirements found in the Digital Signature Policy Guidelines.

#### **5.0 EXPECTATIONS FOR ELECTRONIC SIGNATURES**

The intent of this policy is to meet the goals set out in Section 3.1 of the Digital Signature Policy Guidelines published by the Office of State Controller, and the North Carolina Department of the Secretary of State, and North Carolina Department of Cultural Resources, Division of Archives and Records summarized as follows:

- Security and Legal Compliance.
- Simplified Workflow.
- Integration into Business Processes.
- Cost Benefit.
- Integrate and Utilize Software as a Service (SaaS) Model.

#### **6.0 ELECTRONIC SIGNATURES SHALL NOT BE USED IN THE FOLLOWING TRANSACTIONS:**

- A. Any notice of cancellation or termination of utility services, including water, heat, and power.
- B. Any notice of default, acceleration, repossession, foreclosure or eviction, or the right to cure, under a credit agreement secured by, or a rental agreement for, a primary residence of an individual.
- C. Any notice of the cancellation or termination of health insurance or benefits, excluding annuities.
- D. Any notice for the recall of a product, or material failure of a product that risks endangering health or safety.
- E. Any document required to accompany the transportation or handling of hazardous materials, pesticides, or other toxic, or dangerous materials.



## **7.0 STATUTORY REQUIREMENTS FOR THE USE OF ELECTRONIC SIGNATURES**

N.C.G.S. § 66-58.5 requires an Electronic Signature to be: unique to the person using it; capable of verification; under the sole control of the person using it; linked to the data in such a way that if the data is changed, the signature will be invalidated; and in conformance with the regulations adopted by the North Carolina Secretary of State.

### **7.1 Express Agreement Requirement**

When the parties to an agreement desire to use electronic signatures for executing the agreement, a term shall be included in the agreement to memorialize the use of electronic signatures for the agreement. There are several ways this may happen:

- A. Allow the signer to review the entire document before applying an electronic signature;
- B. Let the signer know that an electronic signature is being applied;
- C. Provide a consumer disclosure that outlines the terms and conditions of using the electronic signature signing system;
- D. Use electronic documents that are similar in style and format to the documents the departments use in paper forms; or
- E. Place electronic tags indicating where signers need to provide additional information, add initials, or sign.

### **7.2 Submission for Approval and Execution**

Once the electronic agreement is complete and has been electronically signed by the duly authorized representative of the other parties, it may be submitted for execution by the Board of Commissioners or the individual who has delegated authority to bind the County for that contract type. When a document is electronically signed by all parties, the County will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by other parties.

## **8.0 CHANGE IN ERROR OR ELECTRONIC RECORDS**

If a change is needed or an error is being corrected within the electronic record of the fully executed agreement, those actions will be addressed through a contract amendment.



**FINANCE DEPARTMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 10/12/2023**

**SUBJECT: RESOLUTION AUTHORIZING AN INCREASE TO THE FEDERAL  
MICRO-PURCHASE THRESHOLD AND SELF-CERTIFYING  
COMPLIANCE AS OF THE MOST RECENT AUDIT**

**BACKGROUND**

This item was presented during the October 12, 2023 Agenda Session meeting by Ivonne Mendez, Deputy Finance Director based on the following information and the attached resolution:

The Board of Commissioners adopted a revised Purchasing Policy on June 21, 2021, and November 15, 2021, which incorporated language allowing the county to have a higher dollar threshold than the federal \$10,000 micro-purchase threshold, as long as the county meets the following conditions:

- Qualifies as a low-risk auditee, in accordance with the criteria in §200.520 according to the most recent audit
- Self certifies annually, and
- Maintains documentation to be made available to the Federal awarding agency and auditors upon request.

Recently, staff of the UNC School of Government has stated that self-certification would be handled best through the adoption of a resolution by the governing body. The County has been meeting all the conditions. However, the finance director was documenting self-certification via a memorandum for record. Moving forward, staff is recommending annual self-certification through a resolution adopted by the Board of County Commissioners. The attached resolution was developed utilizing the template provided by the UNC-SOG, updated with language specific to Cumberland County and reviewed by the County Attorney.

Commissioners unanimously approved placing this item on the consent agenda of the October 16, 2023 Board of Commissioners meeting.

## **RECOMMENDATION / PROPOSED ACTION**

Approval of the Resolution Authorizing an Increase to the Federal Micro-Purchase Threshold and Self-Certifying Compliance as of the Most Recent Audit.

### **ATTACHMENTS:**

Description	Type
Resolution	Backup Material
Evidence of Qualifying Documentation	Backup Material

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION AUTHORIZING AN INCREASE TO THE FEDERAL MICRO-PURCHASE THRESHOLD AND**  
**SELF-CERTIFYING COMPLIANCE AS OF THE MOST RECENT AUDIT**

**WHEREAS**, from time to time, the County of Cumberland purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and

**WHEREAS**, the County of Cumberland's procurement of such goods and services is subject to Cumberland County Purchasing Policy, as most recently amended on November 15, 2021; and

**WHEREAS**, the County of Cumberland is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and

**WHEREAS**, pursuant to 2 C.F.R. 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files accordingly; and

**WHEREAS**, pursuant to 2 C.F.R. 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law"; and

**WHEREAS**, G.S. 143-131(a) requires the County of Cumberland to conduct an informal bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or more than \$30,000 and less than \$90,000, and (2) for "construction or repair work" where the cost of such purchase is equal to or more than \$30,000 and less than \$500,000; and

**WHEREAS**, G.S. 143-129(a) requires the County of Cumberland to conduct a formal, competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or more than \$90,000, and (2) for "construction or repair work" where the cost of such purchase is equal to or more than \$500,000; and

**WHEREAS**, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act"); and

**WHEREAS**, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where an estimated professional fee is in an amount less than \$50,000; and

**WHEREAS**, pursuant to 2 C.F.R. 200.320(a)(1)(iv), the Board of Commissioners of the County of Cumberland now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CUMBERLAND:**

1. The County has qualified as a low-risk auditee in accordance with the criteria set forth in 2 C.F.R. § 200.520. Therefore, in accordance with 2 C.F.R. § 200.320(a)(1)(iv)(A) and the applicable provisions of North Carolina law, the County hereby self-certifies the following micro-purchase thresholds:

- A. \$30,000, for the purchase of “apparatus, supplies, materials, or equipment”; and
- B. \$30,000, for the purchase of “construction or repair work”; and
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$10,000.00.

2. The self-certification made herein shall be effective as of the date hereof and shall be applicable until June 30, 2024, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

3. In the event the County receives funding from a Federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.

4. The County shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

5. The Board of County Commissioners find that having the same threshold for purchases made with Federal funds as is required by North Carolina law promotes a uniform and efficient procurement process for the County.

6. The Board of County Commissioners adopted the revised Purchasing Policy to reflect the increased micro-purchase thresholds specified herein, on June 21, 2021, and November 15, 2021, and authorizes staff to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

\* \* \* \* \*

Adopted on this the 16<sup>th</sup> day of October 2023.

Board of County Commissioners,  
By:

\_\_\_\_\_  
Dr. Toni Stewart, Chairwoman

Attest:

\_\_\_\_\_  
Andrea Tebbe, Clerk to the Board

(seal)



**CERTIFICATION FOR RECORD**  
**ANNUAL SELF-CERTIFICATION THAT CUMBERLAND COUNTY MEETS THE LOW-RISK AUDITEE REQUIREMENT**  
**WHICH ALLOWS FOR A MICRO-PURCHASE THRESHOLD TO BE UP TO \$50,000. CUMBERLAND COUNTY**  
**POLICY SETS THE MICRO-PURCHASE THRESHOLD AT \$30,000 TO BE IN ALIGNMENT WITH NORTH CAROLINA**  
**GENERAL STATUTES THRESHOLD SET FOR MINIMUM BIDDING REQUIREMENTS.**

DATE: SEPTEMBER 3, 2023

CERTIFIED BY: VICKI EVANS, FINANCE DIRECTOR

SUPPORTING DOCUMENTATION FOLLOWS:

§ 200.520 Criteria for a low-risk auditee

Cumberland County FY2022 Comprehensive Annual Financial Report, Compliance page 10  
Cumberland County FY2021 Comprehensive Annual Financial Report, page U-7  
Cumberland County FY2020 Comprehensive Annual Financial Report, page U-9

*(iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

*(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.



# SECTION 200.520

[CFR](#) › / [Title 2](#) › / [Volume 1](#) › / [Chapter II](#) › / [Part 200](#) › / [Subpart F](#) › / [Section 200.520](#)

## 200.520 Criteria for a low-risk auditee.

§ 200.520 Criteria for a low-risk auditee.

An auditee that meets all of the following conditions for each of the preceding two audit periods must qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with § 200.518.

(a) Single audits were performed on an annual basis in accordance with the provisions of this Subpart, including submitting the data collection form and the reporting package to the FAC within the timeframe specified in § 200.512. A non-Federal entity that has biennial audits does not qualify as a low-risk auditee.

(b) The auditor's opinion on whether the financial statements were prepared in accordance with GAAP, or a basis of accounting required by state law, and the auditor's opinion on the schedule of expenditures of Federal awards were unmodified.

(c) There were no deficiencies in internal control which were identified as material weaknesses under the requirements of GAGAS.

(d) The auditor did not report a substantial doubt about the auditee's ability to continue as a going concern.

(e) None of the Federal programs had audit findings from any of the following in either of the preceding two audit periods in which they were classified as Type A programs:

(1) Internal control deficiencies that were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515(c);

(2) A modified opinion on a major program in the auditor's report on major programs as required under § 200.515(c); or

(3) Known or likely questioned costs that exceeded five percent of the total Federal awards expended for a Type A program during the audit period.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49575, Aug. 13, 2020]

**CUMBERLAND COUNTY, NORTH CAROLINA**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

YEAR ENDED JUNE 30, 2022

---

**Section I. Summary of Auditor's Results**

---

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance to U.S. GAAP:

*Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified?                    ☐ yes                    ☒ no
- Significant deficiency(s)                                ☐ yes                    ☒ none reported

Noncompliance material to financial statements noted?

☐ yes                    ☒ no

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified?                    ☒ yes                    ☐ no
- Significant deficiency(s) identified                    ☐ yes                    ☒ none reported

Type of auditor's report issued on compliance for major federal programs:

*Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☒ yes                    ☐ no

Identification of major federal programs:

<b>Federal Assistance Listing Number</b>	<b>Names of Federal Program or Cluster</b>
21.023	Emergency Rental Assistance Program
21.027	Coronavirus State and Local Fiscal Recovery Fund (ARPA)
93.323	Epidemiology Lab Capacity Program
93.558-CL	Temporary Assistance for Needy Families
93.563	Child Support Enforcement
93.778-CL	Medical Assistance Program

**CUMBERLAND COUNTY, NORTH CAROLINA**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**

YEAR ENDED JUNE 30, 2022

---

**Section I. Summary of Auditor's Results (continued)**

---

Dollar threshold used to distinguish  
between Type A and Type B Programs \$ 1,630,710

Auditee qualified as low-risk auditee? X yes    no

State Awards

Internal control over Major State Programs:

- Material weakness(es) identified?    yes X no
- Significant deficiency(s) identified  
that are not considered to be  
material weaknesses?    yes X none

Noncompliance material to State awards?    yes X no

Type of auditor's report issued on compliance  
for major federal programs: *Unmodified*

Any audit findings disclosed that are  
required to be reported in accordance  
with the State Single Audit Implementation Act?    yes X no

Identification of major state programs:

Program Name

State Foster Care & Guardianship Associated Benefits  
Juvenile Crime Prevention Program

---

**Section II – Financial Statement Findings**

---

None reported.

---

**Cumberland County, North Carolina****Schedule of Findings and Questioned Costs****For the year ended June 30, 2021**

---

**I. SUMMARY OF AUDITOR'S RESULTS****Financial Statements**

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with

GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ NoSignificant deficiency(ies) identified? ☐ Yes ☒ None reportedNoncompliance material to the financial statements noted? ☐ Yes ☒ No**Federal Awards**

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ NoSignificant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance

2 CFR 200.516(a): ☐ Yes ☒ No

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
10.557	WIC Special Supplement Nutrition Program for Women, Infants & Children
14.218	Community Development Block Grants
21.019	Coronavirus Relief Fund
93.556, 93.658	Foster Care and Adoption Cluster
93.568	Low Income Energy Assistance Program
93.667	Social Services Block Grant
93.778	Medicaid Cluster

Dollar threshold used to distinguish between type A and type B programs: \$ 1551,849

Auditee qualified as low-risk auditee? Yes

**State Awards**

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ NoSignificant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance

with the State Single Audit Implementation Act: ☐ Yes ☒ No

Identification of major state programs:

State Foster Care Benefit Program

Other major state programs include Medical Assistance Program (Medicaid), Foster Care Adoption Assistance. Therefore, these programs have been included in the list of major federal programs above.

---

**Cumberland County, North Carolina****Schedule of Findings and Questioned Costs  
For the year ended June 30, 2020**

---

**I. SUMMARY OF AUDITOR'S RESULTS****Financial Statements**

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Noncompliance material to the financial statements noted? ☐ Yes ☒ No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a): ☒ Yes ☐ No

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
10.551, 10.561	Food Stamp Cluster
21.019	Coronavirus Relief Fund
93.556, 93.658	Foster Care and Adoption Cluster
93.778	Medicaid Cluster

Dollar threshold used to distinguish between type A and type B programs: \$ 1,267,295

Auditee qualified as low-risk auditee? Yes

**State Awards**

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with the State Single Audit Implementation Act: ☒ Yes ☐ No

Identification of major state programs:

State Foster Care Benefit Program

Other major state programs include Medical Assistance Program (Medicaid), Foster Care Adoption Assistance. Therefore, these programs have been included in the list of major federal programs above.



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 10/12/2023**

**SUBJECT: LEASE AMENDMENT WITH CUMBERLAND COUNTY  
COMMUNICARE, INC.**

**BACKGROUND**

The county leased Cumberland County Communicare, Inc., 13,994 square feet of office space in the county building at 109 Bradford Avenue for an annual rent of \$41,308 for a term commencing July 1, 2021, and ending June 30, 2024. County management recommends the board approve an addendum to the exiting lease to increase the leased space by adding the three offices adjacent to the leased space formerly occupied by the Cumberland County Mental Health Auxiliary, Inc., consisting of approximately 500 square feet for a rent increase of \$1,500 annually, to be effective July 1, 2023. This will increase the total leased space to 14,494 square feet and the rent to an annual rate of \$42,808 from July 1, 2023, to June 30, 2024. Since this addendum increasing the leased space is only for one year, it is not subject to the statutory requirement of public notice. This lease under these terms complies with the requirements of G.S. § 1601-272.

**RECOMMENDATION / PROPOSED ACTION**

At the October 12, 2023, Agenda Session, the board unanimously adopted the resolution set forth below and moved it to the October 16, 2023, meeting as a consent item.

BE IT RESOLVED as follows:

The Cumberland County Board of Commissioners finds that certain real property consisting of three office spaces containing approximately 500 square feet located at 109 Bradford Avenue will not be needed for government purposes before June 30, 2024; and

The board further finds the best use of this space is to add it to the exiting lease with Cumberland County



Communicare, Inc., for a term of one year to expire with the existing lease in accordance with the lease addendum attached to and incorporated within this resolution; and

The board hereby approves this lease addendum and authorizes the county manager to sign it for the county.

**ATTACHMENTS:**

Description

Communicare Lease Addendum

Type

Backup Material

**STATE OF NORTH CAROLINA**

**ADDENDUM TO LEASE AGREEMENT**

**COUNTY OF CUMBERLAND**

This Addendum to Lease Agreement, made and entered by resolution of the Cumberland County Board of Commissioners October 16, 2023, to be effective July 1, 2023, by and between CUMBERLAND COUNTY COMMUNICARE INC., a North Carolina nonprofit corporation with a business address of 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "Lessee," and the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as "Lessor."

**W I T N E S S E T H:**

Whereas, the parties entered into a Lease Agreement June 21, 2021, for a three-year term expiring June 30, 2024, for approximately Thirteen Thousand Nine Hundred Ninety-Four (13,994) feet of office space in the county's building at 109 Bradford Avenue, Fayetteville; and

Whereas, the parties agree to expand the lease area by approximately Five Hundred (500) square feet of office space for a total of approximately Fourteen Thousand Four Hundred Ninety-Four (14,494) square feet, which additional space consists of the three (3) offices adjacent to the currently leased office space, and being the three (3) offices, which were formerly occupied by the Cumberland County Mental Health Auxiliary, Inc., subject to the following terms and conditions:

(1) The leased premises shall be as described above to bring the total area of the leased premises to 14,494 square feet.

(2) The rent for the additional leased space of 500 square feet shall be One Thousand Five Hundred Dollars (\$1,500.00) per year, to be due and payable July 1, 2023.

(3) The term of the additional leased premises of approximately 500 square feet shall be from July 1, 2023, until the expiration of the current lease June 30, 2024.

(4) All further provisions of the existing Lease Agreement dated June 21, 2021, shall continue in full force and effect and apply to the additional premises leased by this Lease Addendum.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Addendum to be executed in duplicate originals by their duly authorized officers, effective the date and year first above written.

ATTEST:

LESSEE: CUMBERLAND COUNTY  
COMMUNICARE INC.

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

BY: \_\_\_\_\_  
Sarah Hallock, Executive Director

[CORPORATE SEAL]

[Lessor's signature follows on next page]

ATTEST:

LESSOR: COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
Andrea Tebbe, Clerk

BY: \_\_\_\_\_  
Clarence Grier, County Manager

\*\*\*\*\*

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

Approved for Legal Sufficiency upon  
formal execution by all parties.

\_\_\_\_\_  
County Finance Officer

\_\_\_\_\_  
County Attorney's Office



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 10/12/2023**

**SUBJECT: CLOSURE OF A PORTION OF SR 4089 (KING ROAD)**

**BACKGROUND**

N.C.G.S. 153A-241 authorizes boards of county commissioners to close public rights-of-way or easements within the county at the request of adjoining landowners when the rights-of-way or easements are not within any municipality, are not maintained by the Department of Transportation, all adjoining landowners are noticed or have submitted a petition requesting it, and no individual owning property in the vicinity of the road or the subdivision in which it is located would be deprived of reasonable means of ingress and egress to his or her property. All the owners of the six parcels adjoining the portion of SR 4089 (King Road) being 0.08-mile in length and connecting the intersection of King Road and Lakewood Drive with Rockfish Road have requested this portion of the road to be closed.

The petitions of the owners are attached as **Exhibit A**. Frances Ferguson's three petitions are for the lots with the addresses of 7605 King Road, 7483 King Road, and 7483 Rockfish Road. George Myers petition is for the lot with the address of 7475 Rockfish Road. Phillip Smith's two petitions are for the lots with addresses of 7467 Rockfish Road and 7461 Rockfish Road. The properties of these owners and the portion of the public right-of-way for which they are requesting closure are shown on the county GIS map attached as **Exhibit B**. The six properties are shown within the orange boundary and the orange strip is the portion of the road to be closed. Although the owners' parcels are located within the corporate limits of the City of Fayetteville, according to the county GIS map the road right-of-way to be closed is not in the city's corporate limits. This closure will landlock the Myers' parcel with the address of 7475, but the attorney for the owners has reported to the county attorney that all the owners have contracts for the sale of their properties to a developer for a commercial development.

The notice from NCDOT that this 0.08 mile-section of SR 4089 (King Road) was deleted from the state highway system June 6, 2023, is attached as **Exhibit C**. A legal description of the area of the right-of-way to be closed will be included with the order of closure.

The county attorney has examined the Exhibits to be included with the attached resolution of intent to close the described public right-of-way and has determined that all the statutory conditions would be satisfied by this closure.

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

### **RECOMMENDATION / PROPOSED ACTION**

The county attorney recommends the board adopt the attached resolution of its intent to make this closure and setting a public hearing on this matter for November 6, 2023. The board unanimously approved this recommendation at the October 12, 2023, Agenda Session and moved it to the October 16, 2023, meeting as a consent item.

### **ATTACHMENTS:**

Description	Type
King Road Resolution of Intent	Backup Material
King Road Exhibit A	Backup Material
King Road Exhibit B	Backup Material
King Road Exhibit C	Backup Material

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
RESOLUTION OF INTENT TO CLOSE THE PUBLIC RIGHT-OF-WAY DESIGNATED  
AS 0.08-MILE OF KING ROAD, FORMERLY SR 4089, AND CALLING A PUBLIC  
HEARING ON THE QUESTION PURSUANT TO G.S. § 153A-241**

WHEREAS, Frances Ferguson, George Myers, and Phillip N. Smith have submitted petitions, attached hereto as **Exhibit A**, requesting the board to close the public right-of-way designated as 0.08-mile of King Road, formerly SR 4089, lying between and connecting King Road and Rockfish Road, as shown on the county GIS map attached hereto as **Exhibit B**; and

WHEREAS, this public right-of-way was deleted from the state highway system June 6, 2023, as reported by the memo from Erin Lesh, GISP, to H.L. “Drew” Cox, PE, Division Engineer, Division 6, dated June 12, 2023, attached hereto as **Exhibit C**; and

WHEREAS, the county’s GIS mapping system shows the properties owned by the petitioners to be located within the City of Fayetteville and this public right-of-way not to be located in the city’s corporate limits, as shown on **Exhibit B**; and

WHEREAS, the petitioners are all of the landowners adjoining this public right-of-way for which closure is requested as reported by the county attorney and shown on the GIS map attached hereto as **Exhibit B**; and

WHEREAS, the county attorney reports and **Exhibit B** shows the requested closure would cause the lot owned by George Myers to become landlocked but would not cause any other lot or parcel to become landlocked; and

WHEREAS, the county attorney reports that all the petitioners, including George Myers, have contracts to sell their property to a developer for a commercial use; and

BE IT RESOLVED, that pursuant to the request of the property owners described above, the board intends to close the public right-of-way designated as 0.08-mile of King Road, formerly SR 4089, lying between and connecting King Road and Rockfish Road in accordance with N.C.G.S. § 153A-241.

BE IT FURTHER RESOLVED, the board shall hold a public hearing on the question of this closure November 6, 2023, at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, to hear all interested persons who appear with respect to whether the closure would be detrimental to the public interest or to any individual's property rights.

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

Adopted in regular meeting October 16, 2023.



## **EXHIBIT A**

### **Abutting Landowner Petitions for Closure**

**Frances Ferguson**

**Frances Ferguson**

**Frances Ferguson**

**George Myers**

**Phillip N. Smith**

**Phillip N. Smith**

**7605 King Road**

**7483 King Road**

**7483 Rockfish Road**

**7475 Rockfish Road**

**7467 Rockfish Road**

**7461 Rockfish Road**

CUMBERLAND COUNTY PIN: 9494-48-7094

PROPERTY OWNER: Frances Ferguson

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT  
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

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

7605 King Road, Fayetteville, NC 28306,

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

Former King Road, SR 4089

My/Our mailing address is 7605 King Road, Fayetteville, NC 28306.

My/Our telephone number is \_\_\_\_\_.

My/our email address is \_\_\_\_\_.

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

The legal description to be used for the order of closure is attached hereto.

Date submitted: 21 Aug 2023

Individual Owner: FRANCES FERGUSON  
Printed name

Frances Ferguson  
Signature

Individual Owner: \_\_\_\_\_  
Printed name

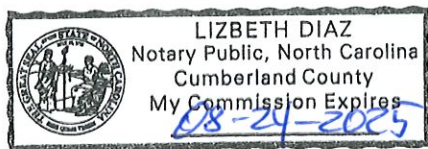
\_\_\_\_\_  
Signature

State of North Carolina

County of Cumberland

I, Lizbeth Diaz, a Notary Public of the aforesaid State and County, hereby certify that Frances Ferguson personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 21 day of August, 2023.



Lizbeth Diaz  
Notary Public  
My commission expires: 08/24/2025

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

CUMBERLAND COUNTY PIN: 9494-47-9508

PROPERTY OWNER: Frances Ferguson

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT  
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

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

7483 King Road, Fayetteville, NC 28306 ,

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

Former King Road, SR 4089

My/Our mailing address is 7483 King Road, Fayetteville, NC 28306 .

My/Our telephone number is 910-988-3271 .

My/our email address is FRANFERGUSON2018@gmail.com .

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

The legal description to be used for the order of closure is attached hereto.

Date submitted: 14 August 2023

Individual Owner: FRANCES FERGUSON  
Printed name

Frances Ferguson  
Signature

Individual Owner: \_\_\_\_\_  
Printed name

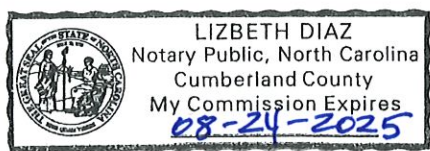
\_\_\_\_\_  
Signature

State of North Carolina

County of Cumberland

I, Lizbeth Diaz, a Notary Public of the aforesaid State and County, hereby certify that Frances Ferguson personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 14<sup>th</sup> day of August, 2023.



Lizbeth Diaz  
Notary Public  
My commission expires: 08/24/2025

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



CUMBERLAND COUNTY PIN: 9494-58-0282

PROPERTY OWNER: Frances Ferguson

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT  
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

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

7483 Rockfish Road, Fayetteville, NC 28306,

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

Former King Road, SR 4089

My/Our mailing address is 7483 Rockfish Road, Fayetteville, NC 28306.

My/Our telephone number is \_\_\_\_\_.

My/our email address is \_\_\_\_\_.

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

The legal description to be used for the order of closure is attached hereto.

Date submitted: 21 Aug 2023

Individual Owner:

FRANCES FERGUSON

Printed name

Frances Ferguson

Signature

Individual Owner:

Printed name

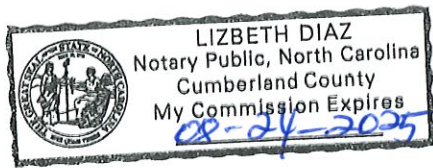
Signature

State of North Carolina

County of Cumberland

I, Lizbeth Diaz, a Notary Public of the aforesaid State and County, hereby certify that Frances Ferguson personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 21 day of August, 2023.



Lizbeth Diaz  
Notary Public  
My commission expires: 8-24-2025

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



CUMBERLAND COUNTY PIN: 9494-58-1091

PROPERTY OWNER: George Myers

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT  
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

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

7475 Rockfish Road, Fayetteville, NC 28306,

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

Former King Road, SR 4089

My/Our mailing address is 7475 Rockfish Road, Fayetteville, NC 28306.

My/Our telephone number is 254-319-3643.

My/our email address is gmyers869@yahoo.com.

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

The legal description to be used for the order of closure is attached hereto.

Date submitted: 15 Aug 23

Individual Owner: George Myers  
Printed name

  
Signature

Individual Owner: \_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

State of NC  
County of Cumberland

I, Vanessa King Sutherland, a Notary Public of the aforesaid State and County, hereby certify that George Myers personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 15<sup>th</sup> day of August, 2023.



Vanessa King Sutherland  
Notary Public  
My commission expires: 11/29/2023

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

CUMBERLAND COUNTY PIN: 9494-58-3040

PROPERTY OWNER: Phillip N. Smith

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT  
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

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

7467 Rockfish Road, Fayetteville, NC 28306 ,

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

Former King Road, SR 4089

My/Our mailing address is 7467 Rockfish Road, Fayetteville, NC 28306 .

My/Our telephone number is 910-624-0406 .

My/our email address is philsfilly@twc.com .

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

The legal description to be used for the order of closure is attached hereto.

Date submitted: \_\_\_\_\_

Individual Owner: \_\_\_\_\_

Printed name

Signature

Individual Owner: \_\_\_\_\_

Printed name

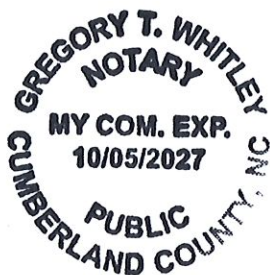
Signature

State of NORTH CAROLINA

County of CUMBERLAND

I, GREGORY WHITLEY, a Notary Public of the aforesaid State and County, hereby certify that PHILLIP N. SMITH personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 16 day of August, 2023.



[Signature]  
Notary Public  
My commission expires: 10/05/2027

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



CUMBERLAND COUNTY PIN: 9494-57-4949

PROPERTY OWNER: Phillip N. Smith

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT  
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

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

7461 Rockfish Road, Fayetteville, NC 28306 ,

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

Former King Road, SR 4089

My/Our mailing address is 7461 Rockfish Road, Fayetteville, NC 28306 .

My/Our telephone number is 910-624-0406 .

My/our email address is philsfilly@twc.com .

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

The legal description to be used for the order of closure is attached hereto.

Date submitted: \_\_\_\_\_

Individual Owner: \_\_\_\_\_

Printed name

Signature

Individual Owner: \_\_\_\_\_

Printed name

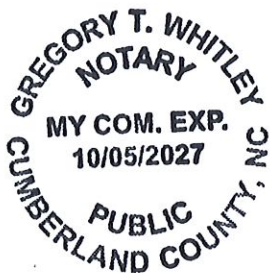
Signature

State of NORTH CAROLINA

County of CUMBERLAND

I, GREGORY WHITLEY, a Notary Public of the aforesaid State and County, hereby certify that PHILLIP N. SMITH personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 16 day of August, 2023.



G T Whitley  
Notary Public  
My commission expires: 10/05/2027

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_









STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

**DATE:** June 12, 2023

**TO:** H.L. "Drew" Cox, PE  
Division Engineer  
Division 6

**FROM:** Erin Lesh, GISP  
Supervisor, Spatial Data Operations Group  
Geographic Information Systems Unit

**SUBJECT:** 2023 District 2 Road System Changes

The GIS Unit's Spatial Data Operations Group has been authorized to make the changes indicated below to the state road system. We request that you update the related maps and files in your offices and install appropriate road number signs, if necessary. If our system changes do not conform to the actual conditions in the field, please return this memorandum with recommendations.

Document Number	County	Approval Date
Cumberland 2023 06 52764	CUMBERLAND	06/06/2023

Questions or comments about changes should be referred to the GIS Help Desk at [GISHelp@ncdot.gov](mailto:GISHelp@ncdot.gov).

Thank you for your assistance.

EAL

cc: BSIP  
Bridge Maintenance  
Division Right of Way  
IMG  
Pavement Management  
Permit Unit  
State Road Maintenance  
Traffic Engineering  
Traffic Surveys

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
GEOGRAPHIC INFORMATION SYSTEMS UNIT  
1521 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1521

Telephone: (919) 707-2165  
FAX: 919-707-2210  
Customer Service: 1-877-368-4968  
Website: [www.ncdot.gov](http://www.ncdot.gov)

LOCATION:  
4101 CAPITAL BLVD.  
RALEIGH, NC 27604

# 2023 Road System Changes

---

**Petition Name:** Cumberland\_2023\_06\_52764  
**Date:** 06/06/2023  
**County:** CUMBERLAND

## Additions

Route	Street Name	Mileage	Map
None			

## Deletions

Route	Street Name	Mileage	Map
SR 4089	KING RD	0.08	

## Reassignments

Existing Route	New Route	Street Name	Mileage	Map
None				

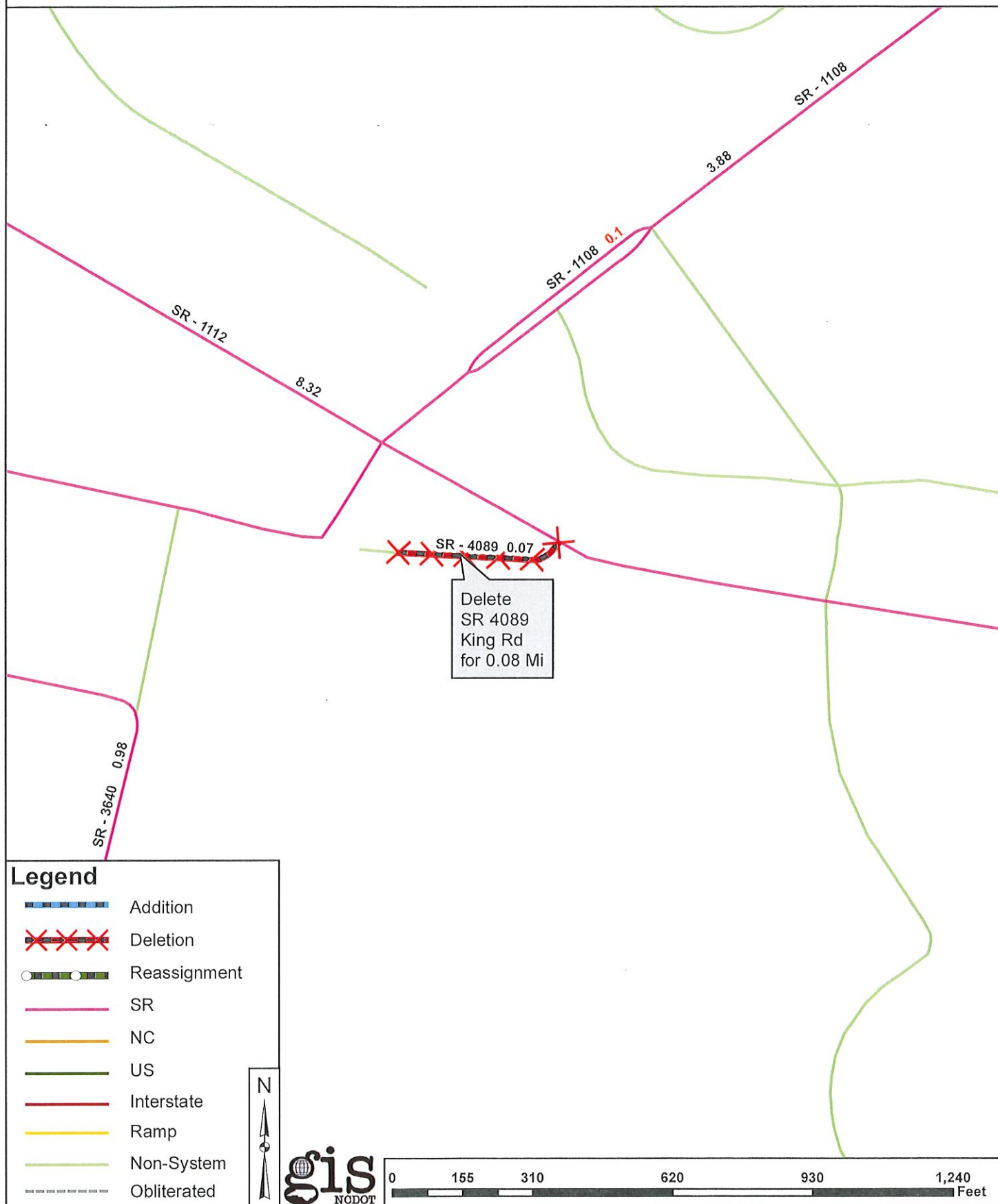
Document Number: Cumberland\_2023\_06\_52764

Route Number(s): 4089

Map Date: 06/12/23

County: Cumberland

Approval Date: 06/06/23





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CLARENCE GRIER, COUNTY MANAGER**

**DATE: 10/5/2023**

**SUBJECT: CLASSIFICATION AND COMPENSATION STUDY  
RECOMMENDATIONS**

**BACKGROUND**

Human Resources Director Dominique Hall presented the recommendations from the Classification and Compensation Study to the Board of Commissioners at the October 12, 2023, agenda session. Following the presentation, the Board voted unanimously to move approval of the study's recommendations to the October 16, 2023, regular meeting consent agenda.

**RECOMMENDATION / PROPOSED ACTION**

Approve the recommendations from the Classification and Compensation Study as presented.

**ATTACHMENTS:**

Description	Type
Classification & Compensation Study Presentation	Backup Material

# Classification and Compensation Study

Monday, October 16, 2023

Dominique Hall  
Human Resources Director



# Background

## State of the County FY 2022 & FY 2023

- Significant issues with retention and recruitment, compression, turnover, and vacancies
- Pay not competitive with market
- Most employees near minimum of grade



# Background

## FY 2023 & 2024 Compensation Mandates

- 4% COLA and 2% increase to minimum salaries
- Retention incentives (Total of \$4,000/employee)
- Funding for classification & compensation study
- \$2,500 bonuses for Sheriff's deputies & detention officers

# Background

Year	Vacancy Rate
FY 2022	22.99%
FY 2023	20.22%
FY 2024 (as of 10/1/2023)	19.94%

- Employee Count – June 2022 – 1,953
- Employee Count – October 2023 – 2,061

# Classification & Compensation Study

- Hired McGrath Human Resources Group
- Position questionnaires
- Department head meetings
- Market survey & analysis
- Staff review
- Recommendation submitted

# Goals

- Increase market competitiveness
- Reduce the number of compensation systems
- Increase salaries that are below market minimum
- Address salary compression

# Comparable organizations

Cape Fear Valley Health

City of Charlotte

City of Fayetteville

City of Greensboro

City of Raleigh

City of Wilmington

City of Winston-Salem

Buncombe County

Cabarrus County

Durham County

Forsyth County

Gaston County

Guilford County

Harnett County

Hoke County

Johnston County

Onslow County

Orange County

Wake County

# Position evaluation factors

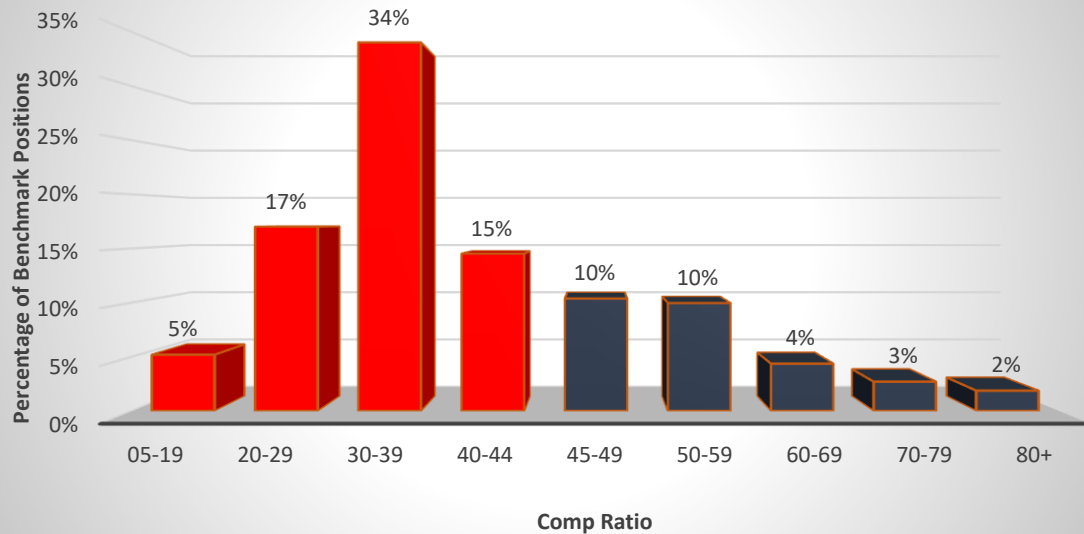
- Education
- Licenses/certifications
- Procedures/guidelines
- Job complexity
- Consequence of errors
- Confidential information
- Contact with others
- Equipment, machinery, tools
- Technology
- Financial
- Leadership/supervision
- Work environment
- Physical requirements



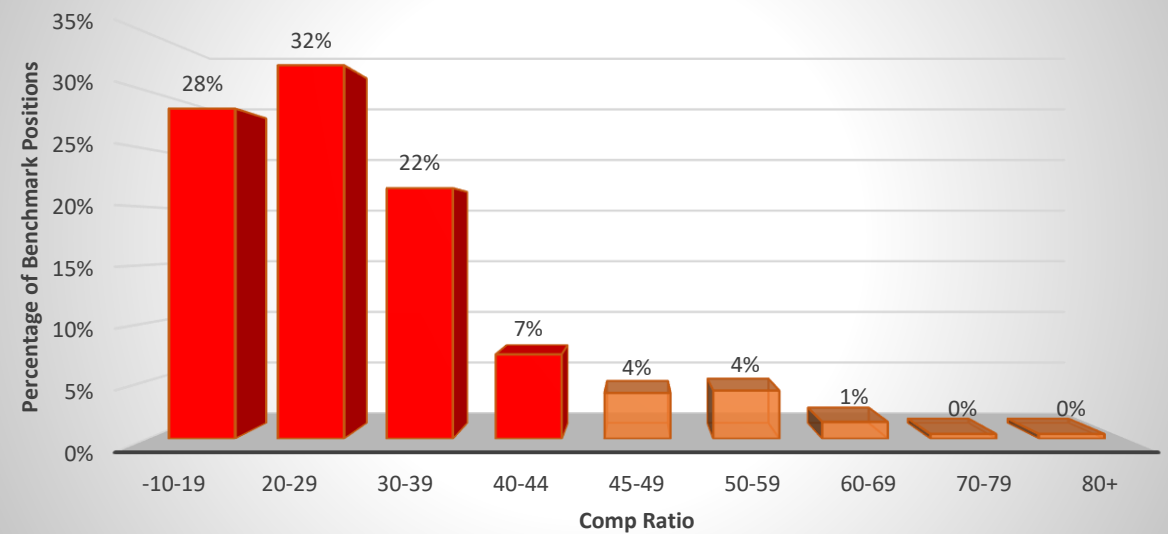
# Market analysis

- 71% of benchmarked positions were below average market minimum
- 10% of employees were at or above average market rate

Minimum to Average Market Minimum



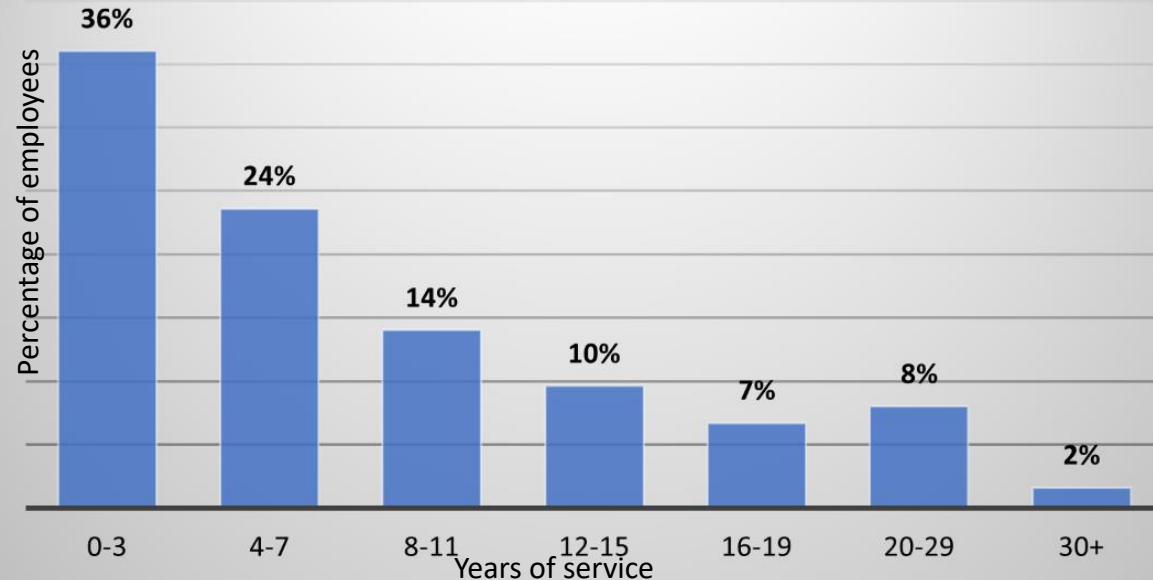
Incumbent to Average Market Rate



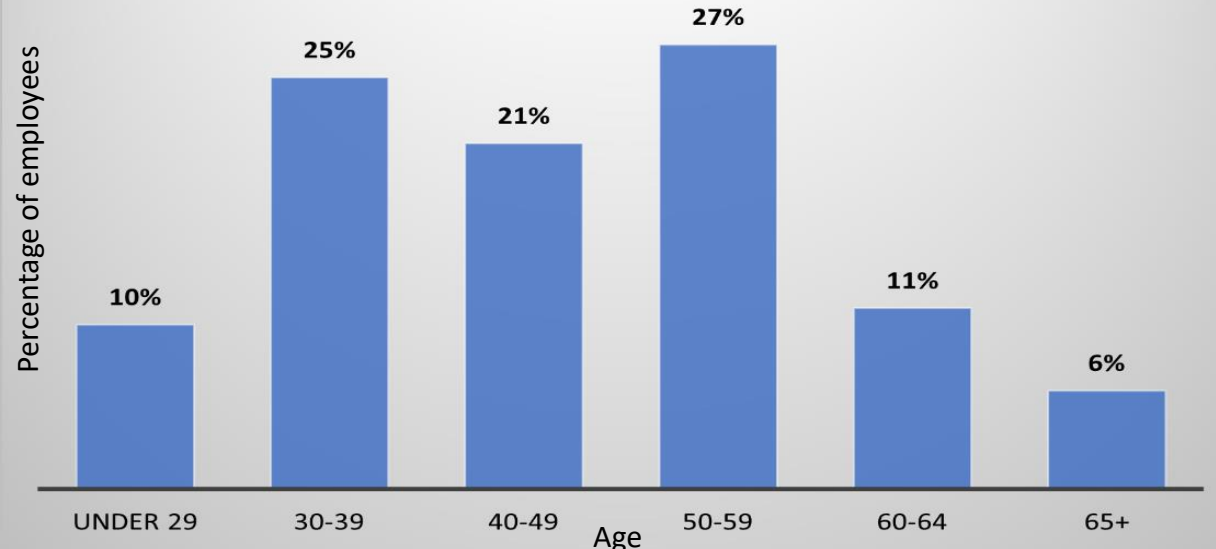
# Demographics

- Tenure: new hire to 40 years
- 36% have less than 4 years of experience
- Average employee age is 46

**Tenure with the County**



**Percentage of Employees by Age Group  
Average Age: 46**



# Recommendations for Critical Positions

Counties	Deputy Sheriff	Social Worker I	Paralegal (I, II, III)	Custodian
<b>Cumberland</b> (Recommended)	<b>\$50,750</b>	<b>\$49,697</b>	<b>\$51K – 60K</b>	<b>\$34,950</b>
<b>Cumberland</b> (current)	<b>45,760</b>	<b>41,293</b>	<b>42,310</b>	<b>33,096</b>
Wake	50,540	53,695	44,374	N/A
Guilford	43,430	43,035	52,735	31,200
Durham	52,504	47,827	50,219	37,474
Forsyth	44,511	45,105	45,105	30,528
Harnett	49,963	46,354	51,104	27,103
New Hanover	44,152	59,168	48,678	35,360
Avg/Comps	47,517	49,197	48,703	32,333

## Annual costs for current salaries

Budgeted: \$122,889,650

Actual: \$101,141,000

## New market minimum costs

\$ Increase	% Increase	Total
Budgeted: \$13,690,450	11.1	\$136,580,100
Actual: \$ 9,909,000	9.8	\$111,050,000

# Compression adjustment based on years of service

Years	% Increase	# Employees	Cost
1-5	1%	945	\$451,500
6-10	2.5%	320	421,000
11-15	3.5%	228	451,000
16-19	4.5%	133	359,000
20+	5.5%	191	713,500
Total			\$2,396,000

# Employee salary example

## *Current position and salary*

Paralegal I – 20 years of county service

Current salary: \$46,438

## *Recommended position and salary*

Paralegal III

New market salary: \$63,428

Salary after compression: **\$66,917** (5.5%)



## New market minimum costs

Budgeted: \$136,580,100

Actual: \$111,050,000

## Annual costs with compression added

\$ Increase	% Increase	Total
Budgeted:		
\$2,396,000	1.7	\$138,976,100
Actual:		
\$2,396,000	2.1	\$113,446,000

# Total annual costs

\$ Increase	% Increase	Total
Budgeted:		
\$16,086,450	13.1	\$138,976,100
Actual:		
\$12,305,000	12.2	\$113,446,000

# Implementation costs (November – June)

\$ Increase	% Increase	Total
Budgeted:		
\$10,518,063	8.6	\$90,868,988
Actual:		
\$ 8,045,576	8.0	\$74,176,230

# Future Strategies

- Revised compensation policies
- Regular salary adjustments
- Retain and reward experienced employees
- Employee development and training
- Succession planning, promotions, and career advancement
- Internships and mentoring programs

# Questions?



**CUMBERLAND**  
**COUNTY**

NORTH CAROLINA





**ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER**

**DATE: 10/16/2023**

**SUBJECT: CONSIDERATION OF GRANT AWARDS FOR SPECIALTY COURTS -  
JUSTICE SERVICES**

**BACKGROUND**

Justice Services supports five (5) specialty courts through grant funding: Adult Drug Treatment Court, Mental Health Court, Sobriety Court, Veterans Treatment Court and WORTH Court. Justice Services and the Honorable Judge King have jointly submitted grant proposals to fund positions and provide services as set forth in the individual proposals and grant awards. We have been able to obtain new grant funding from multiple sources.

**New Funding Awards that need Commissioner's Approval:**

Cumberland County Adult Drug Treatment Court Enhancement Project in the amount of \$722,016.00. The purpose of this grant is to serve as a post-adjudication court and help ensure offenders, whose crimes are born out of substance abuse, receive treatment to transition to recovery. This is a new Department of Justice (DOJ) award. (4 year grant award)

Cumberland County District 12 Veterans Treatment Court Early Identification and Supportive Services Enhancement Project for the amount of \$948,996.00. This grant allows for early identification of veterans in the Cumberland County criminal justice system for referral to the pre- and post-adjudication court program and to enhance its recovery support system. This is a new Department of Justice (DOJ) award. (4 year grant award)

Directed Grant to Cumberland County for Cumberland County Veterans Treatment Court in the amount of \$500,000. This grant is to aid Cumberland County in the operation of its Veterans Treatment Court. (2 year grant award)

These new grant award total is \$2,171,012.00.

### **RECOMMENDATION / PROPOSED ACTION**

Requesting acceptance of the three (3) grants:

- Bureau of Justice Assistance (BJA) grant for Adult Drug Treatment Court in the amount of \$722,016.00
- BJA grant for Veterans Treatment Court Early Identification and Supportive Services Enhancement Project in the amount of \$948,996.00.
- Administrative Office of the Courts (AOC) funding for Veterans Treatment Court in the amount of \$500,000.

### **ATTACHMENTS:**

Description	Type
Cumberland County District 12 Veterans Treatment Court Early Identification and Supportive Services Enhancement Project	Backup Material
Cumberland County Adult Drug Treatment Court Enhancement Project	Backup Material
Directed Grant to Cumberland County for Cumberland County Veterans Treatment Court Email	Backup Material



## Department of Justice (DOJ)

### Office of Justice Programs

#### Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF CUMBERLAND 117 DICK ST
<b>City, State and Zip:</b>	FAYETTEVILLE, NC 28301
<b>Recipient UEI:</b>	VAUSC2ZZKJ78
<b>Project Title:</b> Cumberland County District 12 Veterans Treatment Court Early Identification and Supportive Services Enhancement Project	<b>Award Number:</b> 15PBJA-23-GG-05268-VTCX
<b>Solicitation Title:</b> BJA FY 23 Veterans Treatment Court Discretionary Grant Program	
<b>Federal Award Amount:</b> \$948,996.00	<b>Federal Award Date:</b> 9/27/23
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D	
<b>Assistance Listing:</b> 16.043 - Veterans Treatment Court Discretionary Grant Program	
<b>Project Period Start Date:</b> 10/1/23	<b>Project Period End Date:</b> 9/30/27
<b>Budget Period Start Date:</b> 10/1/23	<b>Budget Period End Date:</b> 9/30/27
<b>Project Description:</b> The goals of the Cumberland County District 12 Veterans Treatment Court Early Identification and Support Services Enhancement Project is to increase the Veterans Treatment Court's capacity for early identification of veterans in the Cumberland County criminal justice system for referral to the pre- and post-adjudication court program and to enhance its recovery support services. The project will increase access to treatment and recovery for substance use disorder (SUD) for participants through enhanced capabilities for early identification of eligible participants, clinical case management and counseling services, transitional housing, transportation, and basic needs. Cumberland County is requesting federal funding in the amount of \$949,000 over 48 months under Category 2, Enhancement with no special consideration, through the BJA FY 2023 Veterans Treatment Court Discretionary Grant Program and does not have any other federal funding, neither from BJA nor SAMHSA.	

## Award Letter

September 27, 2023

Dear Courtney McCollum,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF CUMBERLAND for an award under the funding opportunity entitled 2023 BJA FY 23 Veterans Treatment Court Discretionary Grant Program. The approved award amount is \$948,996.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Categorical Exclusion

### NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

### NEPA Coordinator

#### First Name

Orbin

#### Middle Name

#### Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name  
COUNTY OF CUMBERLAND

UEI  
VAUSC2ZZKJ78

Street 1  
117 DICK ST

Street 2

City  
FAYETTEVILLE

State/U.S. Territory  
North Carolina

Zip/Postal Code  
28301

Country  
United States

County/Parish

Province

Award Details

Federal Award Date  
9/27/23

Award Type  
Initial

Award Number  
15PBJA-23-GG-05268-VTCX

Supplement Number  
00

Federal Award Amount  
\$948,996.00

Funding Instrument Type  
Grant

Assistance Listing Number	Assistance Listings Program Title
16.043	Veterans Treatment Court Discretionary Grant Program

Statutory Authority
Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328; 136 Stat. 4459, 4537)

[X]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

**Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2023 BJA FY 23 Veterans Treatment Court Discretionary Grant Program

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT13850730

**Grant Manager Name**

Nicholas Leftwich

**Phone Number**

[202-880-7464](tel:202-880-7464)

**E-mail Address**

Nicholas.Leftwich@usdoj.gov

**Project Title**

Cumberland County District 12 Veterans Treatment Court Early Identification and Supportive Services Enhancement Project

**Performance Period Start**

**Date**

10/01/2023

**Performance Period End Date**

09/30/2027

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2027

**Project Description**

The goals of the Cumberland County District 12 Veterans Treatment Court Early Identification and Support Services Enhancement Project is to increase the Veterans Treatment Court's capacity for early identification of veterans in the Cumberland County criminal justice system for referral to the pre- and post-adjudication court program and to enhance its recovery support services. The project will increase access to treatment and recovery for substance use disorder (SUD) for participants through enhanced capabilities for early identification of eligible participants, clinical case management and counseling services, transitional housing, transportation, and basic needs. Cumberland County is requesting federal funding in the amount of \$949,000 over 48 months under Category 2, Enhancement with no special consideration, through the BJA FY 2023 Veterans Treatment Court Discretionary Grant Program and does not have any other federal funding, neither from BJA nor SAMHSA.

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*



## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at

any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 10

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 11

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 12

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 13

### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate

person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 15

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 16

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 17

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 18

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 19

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

#### 1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

##### a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



## 20

### Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 21

### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 22

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 23

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 24

### All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



## 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

## 34

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 35

### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 36

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

## 37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 38

### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

40

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

41

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants ([justgrants.usdoj.gov](https://justgrants.usdoj.gov)), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

42

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

43

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

44

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

45

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

46

## Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

## 47

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

## 48

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

#### **Agency Approval**

**Title of Approving Official**  
Assistant Attorney General

**Name of Approving Official**  
Amy Solomon

**Signed Date And Time**  
9/25/23 9:27 PM

#### **Authorized Representative**

Declaration and Certification

#### **Entity Acceptance**

**Title of Authorized Entity Official**  
Assistant Director

**Name of Authorized Entity Official**  
Caroline Melvin

**Signed Date And Time**  
10/3/2023 2:59 PM







## Department of Justice (DOJ)

### Office of Justice Programs

#### Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF CUMBERLAND 117 DICK ST
<b>City, State and Zip:</b>	FAYETTEVILLE, NC 28301
<b>Recipient UEI:</b>	VAUSC2ZZKJ78
<b>Project Title:</b> Cumberland County Adult Drug Treatment Court Enhancement Project	<b>Award Number:</b> 15PBJA-23-GG-04287-DGCT
<b>Solicitation Title:</b> BJA FY 2023 Adult Treatment Court Site-Based	
<b>Federal Award Amount:</b> \$722,016.00	<b>Federal Award Date:</b> 9/27/23
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D <b>Assistance Listing:</b> 16.585 - Treatment Court Discretionary Grant Program	
<b>Project Period Start Date:</b> 10/1/23	<b>Project Period End Date:</b> 9/30/27
<b>Budget Period Start Date:</b> 10/1/23	<b>Budget Period End Date:</b> 9/30/27
<b>Project Description:</b> The purpose of the Cumberland County Adult Drug Treatment Court is to serve as a post-adjudication court and help ensure offenders whose crimes are born out of substance abuse receive treatment to transition to recovery. The purpose of this request is to enhance the courts effectiveness in serving Cumberland County residents. The primary intended beneficiaries of the Cumberland County Adult Drug Treatment Court are residents of Cumberland County, North Carolina, who struggle with substance abuse and addiction. Demographic data shows that these individuals tend to be an average age of 34 years old, with the following demographics: 20 percent male, 80 percent female, 50 percent White, 43 percent Black, and 7 percent comprised of other races. Additionally, all participants will be at least 100 percent below the federal poverty limit. Cumberland County proposes to enhance the Cumberland County Adult Drug Treatment Court program within the service area of District 12 in North Carolina. Primary project activities include scaling the Adult Drug Treatment Courts capacity, expanding treatment options and services, data collection and analysis for program effectiveness, intensive supervision, drug testing, counseling services, and individualized treatment plans. Cumberland County estimates that the program enhancement will serve 64–80 participants over the project period, with each participant attending the program for an average of 12–18 months. Cumberland County has access to drug treatment providers that provide varying levels of treatment up to and including MAT. The expected outcomes are to reduce drug dependencies among offenders; reduce recidivism in the drug-related court workload; reduce the drug-related workload in district and superior court; increase the personal, familial, and societal accountability of offenders; and promote effective interaction and use of resources among criminal justice personnel. Through this program, participants receive support from a team of professionals including judges, probation officers, attorneys, counselors, and health care providers that incorporate the NADCP Best Practices throughout the process.	

## Award Letter

September 27, 2023

Dear Courtney McCollum,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF CUMBERLAND for an award under the funding opportunity entitled 2023 BJA FY 2023 Adult Treatment Court Site-Based. The approved award amount is \$722,016. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Categorical Exclusion

### NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

### NEPA Coordinator

**First Name**

Orbin

**Middle Name**

**Last Name**

Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**  
COUNTY OF CUMBERLAND

**UEI**  
VAUSC2ZZKJ78

**Street 1**  
117 DICK ST

**Street 2**

**City**  
FAYETTEVILLE

**State/U.S. Territory**  
North Carolina

**Zip/Postal Code**  
28301

**Country**  
United States

**County/Parish**

**Province**

**Award Details**

**Federal Award Date**  
9/27/23

**Award Type**  
Initial

**Award Number**  
15PBJA-23-GG-04287-DGCT

**Supplement Number**  
00

**Federal Award Amount**  
\$722,016.00

**Funding Instrument Type**  
Grant

Assistance Listing Number	Assistance Listings Program Title
16.585	Treatment Court Discretionary Grant Program

Statutory Authority
Pub. L. No. 90-351, Title I, Part EE (codified at 34 U.S.C. 10611 - 10619); Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328; 136 Stat. 4459, 4537)

[X]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2023 BJA FY 2023 Adult Treatment Court Site-Based

**Awarding Agency**

OJP

**Application Number**

GRANT13855789

**Program Office**

BJA

**Grant Manager Name**

Nicholas Leftwich

**Phone Number**

[202-880-7464](tel:202-880-7464)

**E-mail Address**

Nicholas.Leftwich@usdoj.gov

**Project Title**

Cumberland County Adult Drug Treatment Court Enhancement Project

**Performance Period Start****Date**

10/01/2023

**Performance Period End Date**

09/30/2027

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2027

**Project Description**

The purpose of the Cumberland County Adult Drug Treatment Court is to serve as a post-adjudication court and help ensure offenders whose crimes are born out of substance abuse receive treatment to transition to recovery. The purpose of this request is to enhance the courts effectiveness in serving Cumberland County residents. The primary intended beneficiaries of the Cumberland County Adult Drug Treatment Court are residents of Cumberland County, North Carolina, who struggle with substance abuse and addiction. Demographic data shows that these individuals tend to be an average age of 34 years old, with the following demographics: 20 percent male, 80 percent female, 50 percent White, 43 percent Black, and 7 percent comprised of other races. Additionally, all participants will be at least 100 percent below the federal poverty limit. Cumberland County proposes to enhance the Cumberland County Adult Drug Treatment Court program within the service area of District 12 in North Carolina. Primary project activities include scaling the Adult Drug Treatment Courts capacity, expanding treatment options and services, data collection and analysis for program effectiveness, intensive supervision, drug testing, counseling services, and individualized treatment plans. Cumberland County estimates that the program enhancement will serve 64–80 participants over the project period, with each participant attending the program for an average of 12–18 months. Cumberland County has access to drug treatment providers that provide varying levels of treatment up to and including MAT. The expected outcomes are to reduce drug dependencies among offenders; reduce recidivism in the drug-related court workload; reduce the drug-related workload in district and superior court; increase the personal, familial, and societal accountability of offenders; and promote effective interaction and use of resources among criminal justice personnel. Through this program, participants receive support from a team of professionals including judges, probation officers, attorneys, counselors, and health care providers that incorporate the NADCP Best Practices throughout the process.

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

## Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before



December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



## Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

**Limited Exceptions.** In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision

shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 15

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 16

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 17

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 18

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 19

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar



misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 29

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 30

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 32



## Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

### 33

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

### 34

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

### 35

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 36

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### 37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### 38

#### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated

executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 39

### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

## 40

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

## 41

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants ([justgrants.usdoj.gov](https://justgrants.usdoj.gov)), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

## 42

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

## 43

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

## 44

The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who (1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

## 45

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found

in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

## 46

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

## 47

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

## 48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

## 49

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-

related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[X]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

**Title of Approving Official**  
Assistant Attorney General

**Name of Approving Official**  
Amy Solomon

**Signed Date And Time**  
9/25/23 4:27 PM

### Authorized Representative

Declaration and Certification

### Entity Acceptance

**Title of Authorized Entity Official**  
Assistant Director

**Name of Authorized Entity Official**  
Caroline Melvin

**Signed Date And Time**  
10/3/2023 2:48 PM





**From:** Prince, Asia J. <[asia.j.prince@nccourts.org](mailto:asia.j.prince@nccourts.org)>

**Sent:** Tuesday, September 26, 2023 4:11 PM

**To:** Olivera, Luis J. <[luis.j.olivera@nccourts.org](mailto:luis.j.olivera@nccourts.org)>

**Cc:** Latham, William A. <[william.a.latham@nccourts.org](mailto:william.a.latham@nccourts.org)>; Stith, Alexia C. <[alexia.c.stith@nccourts.org](mailto:alexia.c.stith@nccourts.org)>; King, Toni S. <[toni.s.king@nccourts.org](mailto:toni.s.king@nccourts.org)>

**Subject:** Directed Grant to Cumberland County for Cumberland County Veterans Treatment Court

Good afternoon, Judge Olivera,

I hope this email finds you well. As you may be aware, the 2023-2025 State budget is set to become law on October 2, 2023. As a part of the budget, the General Assembly has provided funding in the Conference Report F-40(54), to Cumberland County, for the Cumberland County Veterans Treatment Court. **Your county will receive \$500,000 in year 1 of the budget biennium 2023** to create such a program.

It is expected that appropriations made by the General Assembly to aid your county in the operation of its Veterans Treatment Court will not continue beyond the 2023-2025 fiscal year but will instead be replaced by local expenditures, grants, and other available funding sources.

The grant funds will begin to be distributed, after NCAOC has a directed grant agreement in place with your county. To start this process, we will need you to provide us with a point of contact for your county and to provide us with their name, title, mailing, address, telephone number, and email address. Additionally, your county will need to complete the following attached documents:

- Non-Employee Direct Deposit
- W-9 (In addition to returning this form to NCAOC, please also send the form to OSC, at [OSC.Support.Services@osc.nc.gov](mailto:OSC.Support.Services@osc.nc.gov)).
- Appendix C – Tax Certification

Finally, we will need you to complete the attached Scope of Work document. We are happy to answer any questions you may have about the scope of work document and to provide examples from prior directed grants. I would ask that you return the completed documents as soon as possible, so that we can get a grant agreement in place and be able to distribute the funds to your county as soon as they are made available.

NCAOC is here to provide your county with technical assistance in operating your court. Please feel free to reach out to our recovery court specialist, Alexia Stith, or myself, with any questions you may have.

Best Regards,

Asia Prince





Asia Jamar Prince  
Court Programs Director  
NC Administrative Office of the Courts  
North Carolina Judicial Branch  
O 919-890-1251

*Justice for all*  
[www.NCcourts.gov](http://www.NCcourts.gov)





**ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER**

**DATE: 10/12/2023**

**SUBJECT: CONSIDERATION OF MID-CAROLINA LOCAL WORKFORCE  
DEVELOPMENT AREA CHIEF ELECTED OFFICIAL BOARD (CEOB)  
AGREEMENT**

**BACKGROUND**

The Cumberland County Board of Commissioners approved the Mid-Carolina Workforce Development Consortium Agreement and Resolution at the April 4, 2022 Board meeting. The Mid-Carolina Regional Council (MCRC) Director, Justin Hembree, in consultation with Mary Ann Lawrence, a nationally known workforce consultant assisted in writing the Chief Elected Official Board (CEOB) Agreement (attached). This Agreement replaces the previous Workforce Development Consortium Agreement and Resolution.

The CEOB shall perform the duties described in The Federal Workforce Innovation and Opportunity Act (WIOA). This agreement defines the rights and duties of the Local Governments in their cooperative oversight of the workforce development programs in order to provide for the effective planning, coordination, and implementation for the employment and training system within the Mid-Carolina Local Workforce Area.

The CEOB formally establishes a five-county area that includes Cumberland, Harnett, Montgomery, Moore and Sampson. This agreement establishes the following:

- Formally establishes a five-member Chief Elected Official Board to oversee the delivery of workforce services throughout the region.
- Is a part of the state's efforts to consolidate workforce areas across the State with an end goal of eight local workforce areas that mirror the State's prosperity zones.
- The Board will consist of the Chair of each of the five counties Board of County Commissioners.
- Individual Boards of County Commissioners may elect to appoint another member of the Board of County Commissioners if they so choose.
- CEOB allows for and promotes direct account of Mid-Carolina to local government officials in the region.

The major duties/responsibilities of the CEOB are:

- Oversight of the finances.
- Review and approval of the regional workforce development plan.
- Establishment of bylaws and other policies.
- Oversight of the performance of workforce services.
- Oversight of monitoring and compliance of workforce programs with federal and state regulations.
- Appointment of members to the Mid-Carolina Workforce Development Board to ensure membership complies with state and federal requirements.
- Serve as the grant recipient (through MCRC) of workforce funds.
- Approve workforce board budgets.
- Work in concert with the workforce development board and the State to ensure effective delivery of workforce services.

### **RECOMMENDATION / PROPOSED ACTION**

1. Consideration and approval to authorize the Cumberland County Board Chair to sign the Chief Elected Official Board Agreement provided by the MCRC Director Justin Hembree.
2. Appointment of a Commissioner to serve on the CEOB.
3. Consideration to authorize the Chair of the Cumberland County Board of Commissioners to sign the Resolution Approving the Agreement for the Mid-Carolina Workforce Development Local Area Chief Elected Official Board Agreement

### **ATTACHMENTS:**

Description	Type
Mid-Carolina Local Workforce Development Area Chief Elected Official Board (CEOB) Agreement	Backup Material
Resolution Approving the Agreement for the Mid-Carolina Chief Elected Board (CEOB) Agreement	Backup Material

## **Mid-Carolina Local Workforce Development Area Chief Elected Official Board (CEOB) Agreement**

This Chief Elected Officials Agreement hereinafter called AGREEMENT is entered into by and among the North Carolina Counties of Cumberland, Harnett, Montgomery, Moore, and Sampson, each of which is designated as a Local Government, to define the rights and duties of the Local Governments in their cooperative oversight of the workforce development programs authorized by the Federal Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128. This AGREEMENT is intended to comply with WIOA Section 107(c)(1)(B)(i) providing that, where there exist multiple units of local government within a designated Local Workforce Area, the Chief Elected Officials of those governments are to enter into an AGREEMENT which defines their general rights, roles, and responsibilities.

### **A. Designation of Local Workforce Area**

There is hereby established a Chief Elected Officials Board, hereinafter referred to as the CEOB, to provide for the effective planning, coordination, and implementation of the employment and training system within the Mid-Carolina Local Workforce Area, pursuant to the provisions of WIOA and applicable federal and state regulations. The above-listed local governments have together been designed by the State of North Carolina as a Local Workforce Area for purposes of receiving WIOA funds from the State, establishing local service delivery systems and overseeing customer services authorized under WIOA. Should any other unit of general local government (defined as a political subdivision of the State that has the power to levy taxes and spend funds and has general corporate and police powers) petition for inclusion in this Local Area and receive approval therefore from the State of North Carolina, this AGREEMENT shall be amended. Upon notification to the CEOB that such local government shall be identified and included as a member of the Local Area shall be adjusted accordingly. Local government exclusion process is identified in WIOA Sec. 106 and 20 CFR 679.220 – 679.250.

### **B. Establishment of the Chief Elected Officials Board**

There is hereby established a Chief Elected Officials Board, which shall perform the duties of the Chief Elected Officials described in WIOA, as further described herein. Records of CEOB notices, actions, meetings, and committee meetings or related documentation shall be retained at the Local Workforce Area administrative office.

The CEOB shall consist of five (5) members, with each of the five (5) counties being represented by one (1) member. The CEOB shall consist of either the Chair of the Board of County Commissioners from each of the five (5) counties making up the local area or another member of the Board of County Commissioners from each of the five (5) counties making up the local area.

Upon approval of this AGREEMENT, the initial CEOB shall consist of the Chair of the Board of County Commissioners from each of the five (5) counties making up the local

area or another member of the Board of County Commissioners from each of the five (5) counties appointed by their respective Board of County Commissioners.

### **C. Chief Elected Officials Rights and Responsibilities**

#### **1. CEOB Representation**

If not the Chair of the Board of County Commissioners, each Board of County Commissioners shall appoint one of its members to represent local interests on the Chief Elected Officials Board.

#### **2. Fiscal Responsibility**

The Local Government shall be liable to the State or Federal governments from non-WIOA funds any amounts determined to have been a misappropriation of funds as provided in WIOA Section 184(d), upon a determination by the Secretary, United States Department of Labor, that the misappropriation is due to a) willful disregard of the Act and accompanying rules and regulations, b) gross negligence, or c) failure to observe accepted standards of administration (referred to as an *audit exception* or an *administrative finding* which determination is required by WIOA to be preceded by notice and opportunity for hearing. In the event WIOA expenditures are disallowed and Chief Elected Officials are unsuccessful at obtaining repayment from the Mid-Carolina Workforce Development Board, each county shall be responsible for a portion of any such liability. To manage any such required repayment of misappropriation(s), all of the counties represented hereby assume responsibility to make the required payment(s) required under WIOA. Reimbursement shall be made from each Local Government in proportion to the total population of each such Local Government in comparison to the total population of the Local Area at the time the misappropriation(s) occurred.

### **D. Chief Elected Officials Board Designation and General Responsibilities**

1. There is hereby established a Chief Elected Officials Board (CEOB) to provide for the effective planning, coordination and implementation of the employment and training system within the Mid-Carolina Workforce Development Area, pursuant to the provisions of WIOA and applicable federal and state regulations.
2. CEOB shall establish by-laws to include how they will conduct business on behalf of the Chief Elected Officials of the Mid-Carolina Local Workforce Area. By-laws must include term limits, vacancies, conflict of interest, meeting schedule and quorum establishment. (By-laws attached)
3. To fulfill their oversight responsibilities under WIOA, the CEOB shall receive from its designated Subrecipient the following information:
  - a. Reports and other documents that summarize the current financial conditions

of all WIOA grants awarded to the Mid-Carolina Local Workforce Development Area.

- b. Reports and other documents that summarize current program performance in Mid-Carolina Local Workforce Development Area against the negotiated performance standards required under WIOA, including whether the Local Area is meeting, exceeding, or failing to meet each performance standard.
- c. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the Chief Elected Officials retain ultimate financial liability.

#### **E. Designation of Grant Subrecipient and Fiscal Agent**

The Paymaster, Fiscal Agent, and Grant Subrecipient is the Mid-Carolina Regional Council. The Workforce Executive Director for Mid-Carolina Local Workforce Development Area is employed by the Mid-Carolina Regional Council with CEOB approval.

#### **F. CEOB Responsibilities**

1. The responsibilities of the CEOB under WIOA include, but are not limited to, the following:
  - a. Appoint members to the Local Workforce Development Board in accordance with WIOA Membership requirements. In the event that a board member resigns prior to the completion of the appointed term, the CEOB Chair will send letters to economic development, labor organizations, industry associations and other business organizations seeking nominations to fill the vacancy with an individual with similar credentials. Upon receipt of a nomination the full CEOB will consider the nomination. The CEOB will forward all Mid-Carolina Local Workforce Development Board appointments to the State of North Carolina within 30 days of the appointment.
  - b. Serve as Grant Recipient and assume fiscal liability for grant funds for WIOA Title I Adult, Dislocated Worker, and Youth programs; as well as other such federal or state workforce funds as may be awarded.
  - c. Approve Board expense budget for carrying out the responsibilities of the Mid-Carolina Local Workforce Development Board.
  - d. Provide comprehensive oversight of the activities of the Mid-Carolina Local Workforce Development Board.
  - e. Ensure that local area partnerships are functioning effectively.

2. In partnership with the Mid-Carolina Local Workforce Development Board:
  - a. Participate in the development of the Mid-Carolina Local and Regional Workforce Plan.
  - b. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities.
  - c. Select One-Stop Operators and eligible service providers and oversee compliance and continuance improvement and may subsequently terminate these for cause.
  - d. Approve the Agreement between the Local Workforce Development Board and the One-Stop Operator(s).
  - e. Participate with the performance standards negotiations between the Local Workforce Area and the State of North Carolina.
3. In partnership with the Governor of North Carolina:
  - a. Agree on whether the Workforce Development Board may provide WIOA Title I Adult and Dislocated Worker Career Services, Youth Services, or serve as One-Stop Operator in accordance with WIOA guidelines and the State of North Carolina laws, policies, and procedures.
  - b. Negotiate waiver requests as needed.

#### **G. Appointments to the Mid-Carolina Local Workforce Development Board**

The Chief Elected Officials have the exclusive responsibility to appoint members to the Mid-Carolina Local Workforce Development Board from individuals recommended or nominated by each class of membership.

1. The Chief Elected Officials shall insure that private sector Mid-Carolina Local Workforce Development Board Members are nominated timely to expedite approval of these nominees by the State of North Carolina.
2. The Chief Elected Officials shall nominate members to ensure that at all times a majority of Mid-Carolina Local Workforce Development Board membership (minimum 51%) are business representatives which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. Chief Elected Officials shall seek business nominations from local business organizations and trade associations.
3. The Chief Elected Officials shall nominate members to ensure that at all times not less than 20% of the Mid-Carolina Local Workforce Development Board membership are workforce representatives which represent labor organizations, joint labor-management



or union affiliated registered apprenticeship programs, community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of individuals with barriers to employment, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.

4. The Chief Elected Officials will determine if any additional members shall be appointed beyond those minimally required by WIOA or the State of North Carolina. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
5. Any Chief Elected Official serving on the Mid-Carolina Local Workforce Development Board as a private sector member will be counted as an appointment from the serving Chief Elected Official's county.
6. The Chief Elected Officials shall agree on the public sector appointments to the Mid-Carolina Local Workforce Development Board. These appointments shall be made to assure geographical balance through the Mid-Carolina Local Workforce Development Area.
7. Appointments shall be in accordance with the Mid-Carolina Workforce Development Board By-Laws that are attached hereto.
8. Members may continue to serve on the Mid-Carolina Workforce Development Board until:
  - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the State of North Carolina.
  - b. The classification under which they were appointed changes.
  - c. The appointment is revoked by the appointing Chief Elected Official.
  - d. The member becomes incapacitated or otherwise unable to complete their term of office.
  - e. The member is no longer eligible based on attendance requirements outlined in the Mid-Carolina Local Workforce Development Board By-Laws.
  - f. The member resigns.
9. Vacancies shall be filled in a timely manner and in accordance with WIOA requirements and the State of North Carolina policies and/or procedures.
10. The Chief Elected Officials shall perform an annual assessment of the Mid-Carolina Local Workforce Development Board's membership and performance to ensure that the Board

is performing adequately and in accordance with the direction and guidance provided by the Chief Elected Officials.

#### **H. Amendment**

This AGREEMENT may be amended only upon compliance with the following procedure:

1. The text of the proposed amendment shall be presented to the CEOB for review at a properly noticed meeting thereof, and shall thereafter be provided to each Local Government, at least thirty (30) days before the meeting of the CEOB at which the amendment is to be acted upon.
2. The amendment shall be discussed and acted upon at a properly noticed meeting of the CEOB with approval requiring the vote in person, electronically, or by written ballot of no fewer than two-thirds (2/3) of the then-current CEOB membership.

#### **I. Term of Chief Elected Official AGREEMENT**

The term of this agreement shall commence on the date of signature and shall remain effective until termination of the Workforce Innovation and Opportunity Act, dissolution of the Mid-Carolina Local Workforce Development Board, or future action taken by the Chief Elected Officials or CEOB to establish a new AGREEMENT. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

## **J. Signatures**

By signing this AGREEMENT, all Chief Elected Officials understand that this AGREEMENT supersedes all prior written or oral agreements relating to the responsibilities of the Chief Elected Officials in Mid-Carolina Local Workforce Development Area.

### **CUMBERLAND COUNTY BOARD OF COMMISSIONERS**

---

Dr. Toni Stewart, Chair

---

Date

### **HARNETT COUNTY BOARD OF COMMISSIONERS**

---

Matthew Nicol, Chair

---

Date

### **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**

---

Dana Dawson, Chair

---

Date

### **MOORE COUNTY BOARD OF COMMISSIONERS**

---

Nick Picerno, Chair

---

Date

### **SAMPSON COUNTY BOARD OF COMMISSIONERS**

---

Jerol Kivett, Chair

---

Date

**RESOLUTION APPROVING  
THE AGREEMENT FOR THE  
CHIEF ELECTED OFFICIAL BOARD AGREEMENT**

**Whereas,** Cumberland County desires to enter into Chief Elected Official Board Agreement pursuant to North Carolinas General Statutes, Section 160A-461 with the North Carolina counties of Harnett, Moore, Montgomery and Sampson to organize a workforce development area; and

**Whereas,** these units of local government agree to establish a consortium pursuant to the provisions of North Carolina General Statutes, Section 160A-464(1) to act jointly as a workforce development area under the Workforce Innovations and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014; and

**Whereas,** this consortium shall be known as the Mid-Carolina Chief Elected Official Board (CEOB) Agreement

**Now, therefore, be it resolved** by the Cumberland County Board of Commissioners that it hereby approves the attached CEOB agreement by and between Harnett County, Moore County, Montgomery County and Sampson County to organize workforce development are under the Workforce Innovation and Opportunity Act of 2014.

**Adopted this the 16<sup>th</sup> day of October 2023.**

---

Dr. Toni Stewart, Chairwomen

**ATTEST**

---

Andrea Tebbe, Clear to the Board



**DEPARTMENT OF SOCIAL SERVICES**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR**

**DATE: 10/16/2023**

**SUBJECT: MEDICAID EXPANSION OVERVIEW &  
INFRASTRUCTURE/TECHNOLOGY REQUEST**

**BACKGROUND**

The Governor announced Medicaid Expansion will go live on December 1, 2023, making an estimated 35,000 to 40,000 Cumberland County residents eligible for new and expanded services. At the same time, Public Health Emergency (PHE), which has been in place since the COVID pandemic began in 2020, ended. With the ending of PHE, thousands of Medicaid recipients are now required to reapply for eligibility. The Franklin vs. Kinsley Class Action Lawsuit went into effect on March 14, 2023 and requires stringent telephone response to Medicaid recipients during the review process.

These changes will generate an increase in both the number of applications taken and in the annual reviews of all approved applications, which is a state requirement. Citizens can inquire about the program, apply for, conduct a review, and report changes for Medicaid in-person, electronically and/or by telephone. As a result of these changes, we anticipate an overwhelming increase in the workload of Cumberland County's Medicaid program as well as increase demand on the infrastructure including the facility, reception services, and telephone system.

To help support and ease the anticipated demand on the infrastructure, an additional call center dedicated for all Medicaid services is needed to address the expected call volume, provide minor casework functions such as change of address, and help meet the requirements of the Franklin vs. Kinsley Class Action Lawsuit. Registration-Self Service kiosks in the lobby areas will help to assist with the anticipated in-person traffic in the facility for Medicaid and other economic services programs. The attached outlines preliminary cost estimate of \$344,633.10 for computers, hardware, software, equipment and accessories for these infrastructure needs.

Cumberland County received \$269,609 in State Continuous Coverage Unwinding (CCU) funds to help counties prepare for the launch of Medicaid Expansion. In addition, Cumberland County DSS received

\$604,646.00 in Supplemental Nutrition Assistance Program (SNAP) American Rescue Plan Act (ARPA) Revenue Replacement funds from NC Department of Health & Human Services (NC DHHS). We utilized \$332,646 of the funding to pay incentives for staff performing economic services and supportive duties. The remaining balance of the \$272,000 was designated for other administrative expenses including computer equipment and marketing.

We are seeking to utilize the \$269,609 CCU and remaining \$272,000 SNAP ARPA funding to purchase the computers, hardware, software, equipment and accessories to create the infrastructure for a Medicaid Call Center and purchase Registration-Self Service Kiosks.

Cumberland County DSS is working with County Management to present a separate proposal for staffing as part of the County's Classification and Compensation Study and Medicaid Expansion Comprehensive Plan.

Presentation to be provided at the October 16, 2023 Regular Board of Commissioners Meeting.

### **RECOMMENDATION / PROPOSED ACTION**

We request approval to utilize of \$269,609 CCU and \$272,000 SNAP ARPA funding to purchase the computers, hardware, software, equipment and accessories to create a Medicaid Call Center and purchase Registration-Self Service Kiosks to meet the infrastructure demands and stringent telephone response time of Medicaid Expansion, PHE Unwinding, and Franklin v s Kinsley Class Action Lawsuit.

### **ATTACHMENTS:**

Description

Type

Medicaid Call Center & Kiosks Cost Estimates

Backup Material

ITEM	#	COST		QNTY	TOTAL	
CONTACT CENTER(Virtual Call Center)	1				\$55,000.00	YEARLY
HEADSETS (1 EAR) or	1	\$350.00		25		\$8,750 if 1 ear is preferred
HEADSETS (2 EAR)	1	\$390.00		25	\$9,750.00	One-Time Cost
CALL PATHS INCREASE(Accommodate additional call center program/staff)	1	\$15.00		40	\$600.00	MONTHLY
STATEMENT OF WORK(Implementation of Virtual Call Center)					\$37,000.00	One-Time Cost
EQUIPMENT(Routers for Call Center)					\$5,000.00	One-Time Cost
BANDWIDTH INCREASE W/High Availability					\$2,700.00	MONTHLY - This is not the increase cost from current.
BANDWIDTH 1 TIME COST(Setup/Configuration)					\$1,000.00	One-Time Cost
Duo					\$1,193.00	Yearly
Duo MFA					\$1,620.00	YEARLY
Amp/Umbrella					\$1,400.00	Yearly
LAPTOP/DOCK/BAG	1	\$2,805.00		45	\$126,225.00	One-Time Cost
MONITOR 24"	2	\$358.78		45	\$16,145.10	One-Time Cost
MOBILE PRINTER/SCANNER	1	\$400.00		45	\$18,000.00	One-Time Cost
INFORMATION INK(iiReception						
RECEPTION SOFTWARE				500	\$62,000.00	YEARLY
KIOSK SOFTWARE	1	\$4,000.00		1	\$4,000.00	YEARLY PER UNIT
KIOSK	1	\$3,000.00		1	\$3,000.00	One-Time Cost
TOTAL					\$344,633.10	

Expenses	
Computers/Monitors/Accessories	\$170,120.10
Hardware/Software/Equipment	\$174,513.00
Total	\$344,633.10

Available Funds	
Medicaid CCU Funding	\$ 269,609.00
SNAP ARPA Funding	\$ 272,000.00
Total	\$ 541,609.00

\* This spreadsheet may not be all inclusive as there are still some undetermined objectives with this initiative.







**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD**

**DATE: 10/16/2023**

**SUBJECT: LIBRARY BOARD OF TRUSTEES (2 VACANCIES)**

**BACKGROUND**

The Library Board of Trustees has the following two (2) vacancies:

Dennis Cedzo: Completed first term. Eligible for second term. The Library Board of Trustees recommends **Dennis Cedzo** for reappointment.

Pamela Story: Completed first term. Eligible for second term. The Library Board of Trustees recommends **Pamela Story** for reappointment.

The Library Board of Trustees Recommendation Letter, Membership Roster, and Applicant List are attached.

**RECOMMENDATION / PROPOSED ACTION**

Please nominate individuals to fill the two (2) vacancies on the Library Board of Trustees.

**ATTACHMENTS:**



Description	Type
Library Board of Trustees Recommendation Letter	Backup Material
Library Board of Trustees Membership Roster	Backup Material
Library Board of Trustees Applicant List	Backup Material

FAITH B. PHILLIPS  
DIRECTOR



HEATHER HALL  
DEPUTY DIRECTOR

**MEMORANDUM**

**DATE:** September 21, 2023  
**TO:** Dr. Toni Stewart, Chairwoman, Board of County Commissioners  
**FROM:** Dennis Cedzo, Library Board of Trustee Chair   
**THRU:** Faith Phillips, Library Director   
**RE:** Reappointment Nominations for the Library Board of Trustees  
(Items of Business)

---

At the September 21, 2023 Library Board of Trustee meeting, the board members unanimously approved the Nominating Committee's recommendations for the following actions:

1. The reappointment of Trustee Dennis Cedzo to a second term (2024-2026)
2. The reappointment of Trustee Pamela Story to a second term (2024-2026)

The Board of Trustees respectfully request that the Commissioners' consider the reappointment of both Trustees Cedzo and Story be placed on the Commissioners' October 16, 2023 meeting agenda.

We appreciate you and your fellow Commissioners' consideration.

cc: Deputy Clerk to the BOCC Iva Clark

## LIBRARY BOARD OF TRUSTEES

## 3 Year Term

*All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.*

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Joseph "Bart" Fiser 1010 Hay Street Fayetteville, NC 28305 513-885-4988/615-5572 <a href="mailto:BFIZE53@YAHOO.COM">BFIZE53@YAHOO.COM</a>	10/21	1st	Dec/24 12/31/24	Yes
Irene Grimes 3918 Colorado Drive Hope Mills, NC 28348 910-987-5923 <a href="mailto:Irene-grimes@hotmail.com">Irene-grimes@hotmail.com</a>	10/21	2nd	Dec/24 12/31/24	No
Dennis Cedzo 2737 Colgate Drive Fayetteville, NC 28304 850-3520/229-8542/867-5309 <a href="mailto:dczedzo@aol.com">dczedzo@aol.com</a>	10/20	1 <sup>st</sup> full term	Dec/23 12/31/23	Yes
Daniel Montoya 3505 Cokefield Drive Fayetteville, NC 28306 910 487-0646 (H) 910-672-1560 (w) <a href="mailto:DMONTOYA@ME.COM">DMONTOYA@ME.COM</a>	08/22	filling unexpired term	Dec/24 12/31/24.	Yes
Ann McRae 202 Stedman Street Fayetteville, NC 28305 336-253-7404 <a href="mailto:Arm_3@yahoo.com">Arm_3@yahoo.com</a>	11/22	2nd	Nov/25 11/30/25	No
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 <a href="mailto:Venus_28301@yahoo.com">Venus_28301@yahoo.com</a>	10/20	1st	Dec/23 12/31/23	Yes
Gloria Nelson PO Box 9714 Fayetteville, NC 28311 910-488-8872 (H) 910-537-6143 C <a href="mailto:Maiden1832@gmail.com">Maiden1832@gmail.com</a>	11/22	1st	Nov/25 11/30/25	Yes

Contact: Marili Melchionne or Faith B. Phillips— 483-7727 x1304

Meeting Date: 3rd Thursday of each month at 9:05 AM; (except December)— Meeting locations are different libraries within the County.

**APPLICANTS FOR  
LIBRARY BOARD OF TRUSTEES**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
BREECE, DAVID (W/M) 500 RAMSEY STREET FAYETTEVILLE, NC 28301 910-635-7706 <a href="mailto:ROGERSANDBREECE.DAVID@GMAIL.COM">ROGERSANDBREECE.DAVID@GMAIL.COM</a> 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 <b>CATEGORY: GENERAL PUBLIC</b>	GENERAL MANAGER- FUNERAL HOME	BA IN BUSINESS
CAMPBELL, MARY (W/F) 305 WEDGE COURT HOPE MILLS, NC 28348 910-494-7382 <a href="mailto:MERRYMARYNC@GMAIL.COM">MERRYMARYNC@GMAIL.COM</a> 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: NC Library Association Leadership Academy <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED LIBRARIAN	BA IN JOURNALISM MA-LIBRARY SCIENCE
CARVER, PAMELA E. (W/F) PO BOX 42 LINDEN NC 28356 980-0933/818-8957 <a href="mailto:PCARVER57@AOL.COM">PCARVER57@AOL.COM</a> 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 <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED TEACHER	BS
COX, STACY A. (ASIAN/F) 7528 WILKINS DRIVE FAYETTEVILLE NC 28311 910-476-7367 <a href="mailto:SAKUNI@AOL.COM">SAKUNI@AOL.COM</a> <b>*SERVES ON THE BOARD OF HEALTH*</b> 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 <b>CATEGORY: GENERAL PUBLIC</b>	HOMEMAKER DISABLED	SOME COLLEGE



## LIBRARY BOARD OF TRUSTEES APPLICANTS, Page 2

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MCNEILL, TREVONE (B/M) 8436 ENGLISH SADDLE DRIVE FAYETTEVILLE NC 28314 910-391-1726 <a href="mailto:FDECYP@GMAIL.COM">FDECYP@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: MEMBER OF FAITH COMMUNITY</b>	CHILDCARE SELF EMPLOYED	AA/BA
SINCLAIR, TIMOTHY (B/M) 7834 ADRIAN DRIVE FAYETTEVILLE, NC 28314 910-864-7417 (H) 910-797-7693 (C) <a href="mailto:TIMSINCLAIR@YAHOO.COM">TIMSINCLAIR@YAHOO.COM</a> 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 <b>CATEGORY: GENERAL PUBLIC</b>	ESL INSTRUCTOR	Ed. S. Education Spec.
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 <b>CATEGORY: GENERAL PUBLIC</b>	GRANTS AND PROJECT MANAGER CUMBERLAND COUNTY SCHOOLS	MA LIBRARY SCIENCE
TYLER, BRIAN J (W/M) 1414 RAEFORD ROAD FAYETTEVILLE, NC 28305 717-514-6889 <a href="mailto:BJTINNC@GMAIL.COM">BJTINNC@GMAIL.COM</a> 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 <b>CATEGORY: CITY OF FAYETTEVILLE RESIDENT</b>	ARTIST/FLORIST HARRIS TETTER/SELF EMPLOYED	B.S. GETTYSBURG COLLEGE

LIBRARY BOARD OF TRUSTEES APPLICANTS, Page 3

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ZAMORA, CLAUDIA (W/F) 312 SHAWCROFT RD FAYETTEVILLE, NC 28311 305-747-3004 <a href="mailto:claudiazamora@live.de">claudiazamora@live.de</a> 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 <b>CATEGORY: GENERAL PUBLIC</b> <ul style="list-style-type: none"><li>Currently serving on the Human Relations Commission</li></ul>	WRITER	CURRENT STUDENT



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 16, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD**

**DATE: 10/16/2023**

**SUBJECT: CEMETERY COMMISSION (1 VACANCY)**

**BACKGROUND**

At the October 2, 2023, regular meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Cemetery Commission:

NOMINEE:

**William Bulla**

The membership roster for the Cemetery Commission is attached.

**RECOMMENDATION / PROPOSED ACTION**

Appoint individuals to fill one (1) vacancy on the Cemetery Commission.

**ATTACHMENTS:**

Description	Type
Cemetery Commission Membership Roster	Backup Material



## CUMBERLAND CEMETERY COMMISSION

<u>Name/Address</u>	<u>Date Appointed</u>
Larry E. Chason (W/M) PO Box 832 Fayetteville, NC 28301 818-9769(Cell)	4/98
J.F. Hall (W/M) 6772 Faircloth Bridge Rd Stedman, NC 28391 910-483-6239/850-0946	2/23
Kenneth Slankard (W/M) <b>RESIGNED (7/10/23)</b> 5443 Kentucky Lane Hope Mills, NC 28348 910-578-5285 <a href="mailto:Klslank66@gmail.com">Klslank66@gmail.com</a>	2/23

Terms: Commission does not have expiring terms.

Meetings: Commission does not hold regularly scheduled meetings.

Contact: County Attorney's Office 678-7504

(Cemetery is located on Bingham Drive)