
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
JANUARY 11, 2024
1:00 PM

INVOCATION - Chairman Glenn Adams

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Post Event Recovery Shelter Generator Project Update
3. CONSIDERATION OF AGENDA ITEMS
 - A. 2024 Federal Legislative Agenda
 - B. Chapin Hall FY24 Contract Amendment
 - C. Issuance of Request for Proposals for Early Intervention with Opioid Settlement Funds
 - D. Service Agreement with HDR Engineering, Inc. of the Carolinas for Water Resources Study
 - E. Service Agreement with HDR Engineering, Inc. of the Carolinas for FEMA BRIC Funding Assistance for West Cedar Creek
 - F. Resolution Designation of Applicants Agent FY22 BRIC Grant Funding
 - G. Cumberland-Hoke Hazard Mitigation Plan Amendment
 - H. Community Development Funding Agreement with Kingdom Community Development Corporation
 - I. Community Transportation Program 2024 Title VI Program Plan
 - J. Community Transportation Program Drug and Alcohol Policy Plan Update
4. OTHER ITEMS
5. MONTHLY REPORTS
 - A. Health Insurance Update
 - B. Financial Report
 - C. Project Updates
6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

February 8, 2024 (Thursday) 1:00 PM

March 14, 2024 (Thursday) 1:00 PM

WATCH THE MEETING LIVE

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

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



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 1/4/2024

SUBJECT: POST EVENT RECOVERY SHELTER GENERATOR PROJECT UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

BACKGROUND

On June 8, 2023, the Board of Commissioners reviewed the feasibility assessment results related to equipping the County's post-event recovery shelters with backup generators. The Board designated five primary shelter locations based on a recommendation from staff. Those locations are Westover Recreation Center, Mac Williams Middle School, W.T. Brown Elementary School, Pine Forest High School, and Southview High School.

Since that time, staff have worked with Wooten Company to complete design of generators at the five locations and are in the process of finalizing the solicitations to procure the generators.

Jermaine Walker, Director of Engineering and Infrastructure, will provide an update on the project.

RECOMMENDATION / PROPOSED ACTION

No action necessary, for information purposes only.

ATTACHMENTS:

Description

Post Event Recovery Shelter Generator Project Update

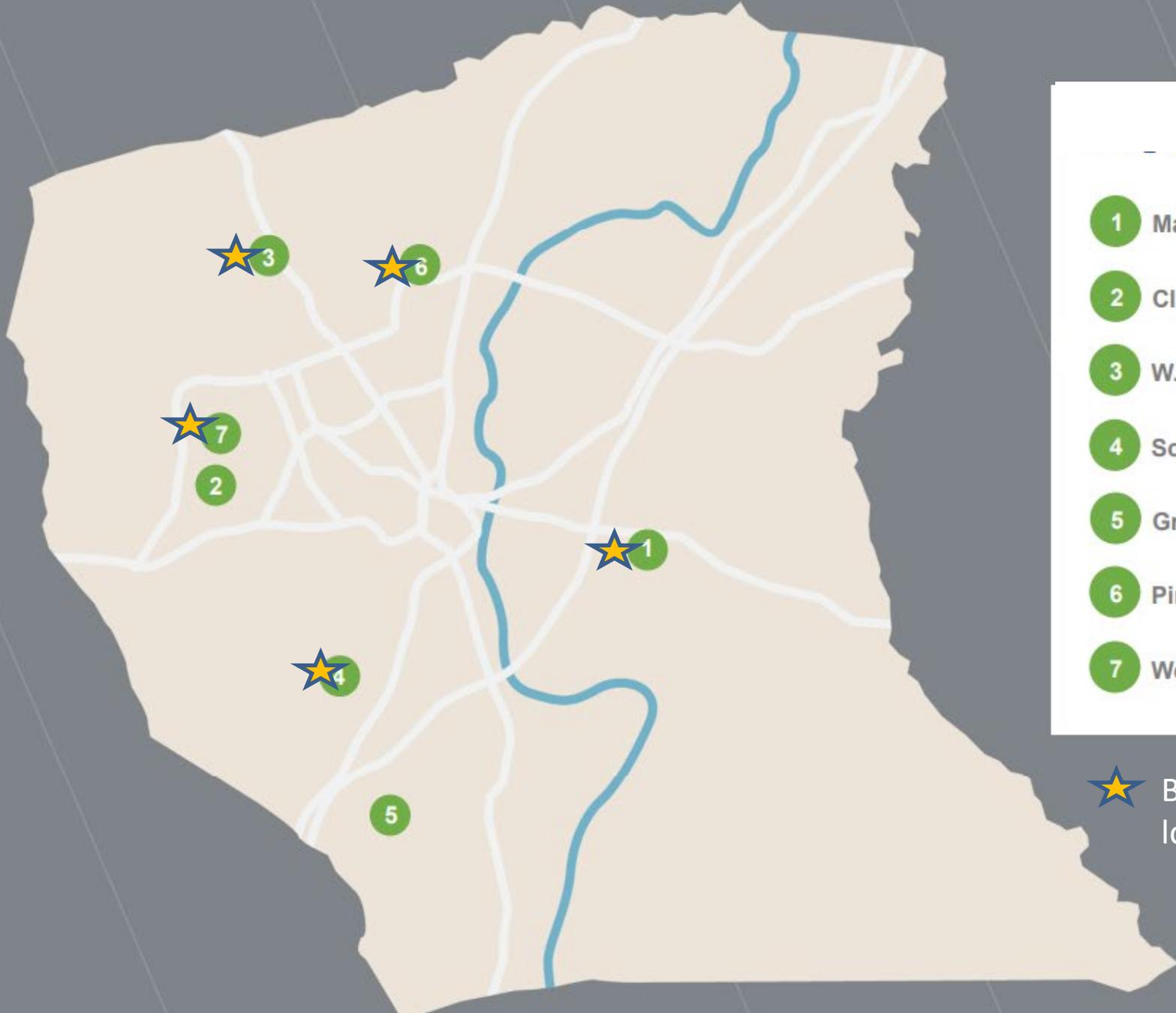
Type

Backup Material

Board of Commissioners Agenda Session

Post-Event Recovery Shelter Generator Project Update

January 11, 2024



Recovery Shelter Locations

- 1 Mac Williams Middle School
- 2 Cliffdale Recreation Center
- 3 W.T. Brown Elementary School
- 4 South View High School
- 5 Gray Creek Middle School
- 6 Pine Forest High School
- 7 Westover Recreation Center

 BOC approved Recovery Shelter primary locations

Notes

- Lead times for school generators currently at 52 – 56 weeks for 400kW and larger
- Generator installation will need to occur during Cumberland County School breaks and requires two or more contractors working simultaneously
- Generator procurement will be separate from installation contract
- Size of Westover Recreation Center generator (90kW 208V w/ATS) is readily available

Schedule

Activity	Target Date
Approval of Design Contracts	Complete
Field investigation	Complete
Preliminary Construction Documents	Complete
Westover Bid Documents	February 15, 2024
Advertisement of School Generator Procurement Package	March 1, 2024
Receive Westover Bids	March 15, 2024
Receive School Generator Bids	April 1, 2024
BOC Approval of Westover Bid Award	April 2024
BOC Approval of School Generator Procurement Bid Award	May 2024
BOC Approval of Westover Contract for procurement and installation	June 2024
BOC Approval of School Generator Procurement Contract	June 2024
Award Installation of School Generator Contracts	December 2024
School Generator Installation and Construction	June 2025
Closeout	August 2025

Questions and Discussion



ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 12/18/2023

SUBJECT: 2024 FEDERAL LEGISLATIVE AGENDA

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER, AND RON HAMM,
PRESIDENT OF THE HAMM CONSULTING GROUP**

BACKGROUND

The Board of Commissioners adopts a Federal Legislative Agenda annually that sets priorities for the County's federal advocacy each year. Cumberland County contracts with the Hamm Consulting Group for federal legislative lobbying services. The attached DRAFT 2024 Federal Legislative Agenda is presented for the Board's consideration.

Ron Hamm will provide the Board with a federal update and present the DRAFT agenda for 2024.

RECOMMENDATION / PROPOSED ACTION

Consider the attached 2024 (FY2025) Federal Legislative Agenda and approve placing the item on the Consent Agenda for the January 16, 2024, Regular Meeting of the Board of Commissioners.

ATTACHMENTS:

Description	Type
DRAFT 2024 Federal Legislative Agenda	Backup Material



DRAFT 2024 (FY2025) Federal Legislative Agenda

DRAFT

Water and Sewer

- Water utilities infrastructure to address contaminated drinking water and sewer system upgrades
- Stormwater management, flood prevention and drainage improvements, including increased funding from the USDA for beaver management and debris and sediment removal from waterways

Transportation

- Future I-685 route – Advocate for the proposed new Interstate Highway between Greensboro and Dunn to not bypass Cumberland County, instead adjust the route to connect with I-295 providing economic development opportunities
- Passenger/commuter rail to Raleigh

Mental Health

- Substance Use Disorder and Mental Health – Support increased funding for Substance Abuse and Mental Health Services Administration (SAMHSA) grants, including substance use disorder and mental health block grants, the Children’s Mental Health Services Program, and other substance use disorder prevention and treatment, mental health and supportive services and training grants
- Mental Health Crisis/Recovery Center
- Mental Health Court
- Mental Health professionals in 911 Call Center
- Opioid response including provision of NARCAN to first responders

Health and Human Services

- Housing – funding to provide affordable housing, address homelessness and offer supportive services (case management, counseling, transportation, childcare, ex-offender re-entry support)
- Farmers Market/Food Security/Healthy Foods Access- Seek grant funding for farmers market to address food insecurity and increase access to healthy foods
- Increased funding for the Aging – Support increased funding for Older Americans Act (OAA) programs and funding to support the Adult Protective Services program
- Medicaid for the incarcerated - counties are required to provide adequate health care to individuals who pass through jails each year, while federal statute prohibits Medicaid funds from paying for that care even if the individual is eligible and enrolled.
- Healthcare related emergency preparedness

Environmental

- Landfill Expansion - Support proposals that provide funding for creating new and modernizing existing solid waste related infrastructure, including organic waste processing facilities and PFAS removal from leachate

Public Safety/Emergency Response

- Emergency Operations – Seek funding for 911 mobile unit backup system and Emergency Command Center

Military and Veterans Affairs

- Advocate for additional Federal and State funding to provide critical resources to County Veterans Services



DEPARTMENT OF SOCIAL SERVICES

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 12/14/2023

SUBJECT: CHAPIN HALL FY24 CONTRACT AMENDMENT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

The purpose of the request is for a contract amendment with Chapin Hall Center for Children at the University of Chicago due to under-utilized grant funds due to delays prompted by the pandemic, changes in DSS leadership and staffing. Funds budget reported in the scope of work for year three of the contract include unspent amount of \$83,230.00 grant funds paid to the contractor in prior years, plus an additional prior year grant funding of \$77,924.00 awarded to DSS for a total of \$161,154. Grantor, The Duke Endowment has authorized the use of the \$161,154 for FY24 to allow for the continued implementation of A Model Approach for Change in Child Welfare (AMAC-CW) initiative.

AMAC-CW is a multidimensional and integrative service delivery model to improve the short and long-term outcomes for children in foster care in Cumberland County. The AMAC-CW initiative started in 2016 and is very broad, expansive and as stated in past presentations, will take 6-8 year to fully implement including the longitudinal study. The project faced some minor delays as a result of the pandemic.

AMAC-CW focuses on three primary objectives:

1. Improve the safe and timely permanence of children in custody to reduce children lingering in foster care.

2. Improve outcomes for children in foster care to reduce the likelihood of those children showing up in jails, prisons, homelessness, substance abusers, teen parents, high school dropouts and human trafficking.
3. Work with families and community stakeholders/partners to prevent or reduce the number of children entering the foster care system.

Since the inception of the initiative in 2016, the number of children in foster in Cumberland County has reduced from over 900 to less than 500 to date. The Duke Endowment has been a long-term grant funder awarding over \$2 million to the initiative. The purpose of the contract amendment with Chapin Hall is to continue to provide the research, benchmarking, data analytics, technical support, and program evaluation.

This contract amendment has been reviewed and signed off by County Legal and County Finance.

RECOMMENDATION / PROPOSED ACTION

Social Services request consideration of a FY24 contract amendment in the amount of \$161,154 with Chapin Hall Center for Children at the University of Chicago for the AMAC-CW initiative as a Consent Agenda item for the Board of Commissioner's Regular Session meeting on January 16, 2024.

ATTACHMENTS:

Description	Type
Chapin Hall FY 23-24 Contract Amendment	Backup Material

Contract Amendment
Cumberland County, through its Department of Social Services

Fiscal Year Begins July 1, 2023 Ends June 30, 2024

Contract #2022182
Amendment #2

SECTION IAgency: Cumberland County, through its Department of Social ServicesProgram: Children's ServicesEffective Period of the Contract: July 1, 2021 – June 30, 2024

This Contract Amendment amends the contract between the Cumberland County, through its Department of Social Services (the "County") and Chapin Hall Center for Children (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: Amend current year funding to increase budget allocation and Amend the Scope of Work. The total budget increase is: **\$59,671.00**.

1. Current amount of reimbursement for year three: **\$18,253.00**. Revised amount of reimbursement for year 3 (three): **\$77,924.00** (\$18,253.00 + \$59,671.00). The total expenditures for year 3 (three) under this Agreement shall not exceed **\$77,924.00**.
2. Total amount paid by the County to the Contractor under this contract shall not exceed **\$357,680.00**.
3. Prior year reported unspent funds previously paid to the Contractor of **\$83,230.00** to be made part of year 3 of this Contract and included in the Scope of Work.
4. Attachment – The following attachments are made part of this Amendment:

CH-AMAC Scope of Work for year 3 (three) of this contract which is also AMAC-CW Project year 7 (seven). Funds budget reported in the Scope of Work for year 3 (three) include unspent amount of **\$83,230.00** paid to Contractor in prior years, plus additional **\$77,924.00** for a total of **\$161,154.00**.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective upon formal execution by all parties.

CONTRACTOR


 Signature _____ Date 11/28/2023
 Bryan Samuels _____ Executive Director
 Printed Name _____ Title

COUNTY

By: _____ Date _____
 Cumberland County Board of Commissioners

This agreement 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.

Attest:


 County Finance Director
 Date: 12/21/23



 County Attorney's Office
 Date: 12/20/23



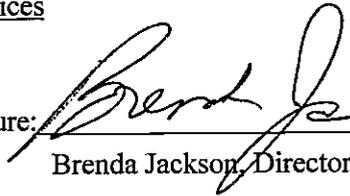
**CUMBERLAND
COUNTY**
NORTH CAROLINA

**CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Social Services

Department Head Signature: _____


Brenda Jackson, Director

Date: _____

1-2-24

ATTACHMENT:

Contract Vendor Name: CHAPIN HALL CENTER FOR CHILDREN.

Contract Number: 2022182

Fiscal Year: 2023-2024

CH-AMAC SOW for Year 7 (FY 23-24)

Overarching Focus: Collective Impact, Process Mapping & Capacity Building

- 1) Process mapping of DSS sections, departments, and roles in cases
 - a) *Activities: process mapping of CFT, social worker vs. foster parent responsibilities, social worker roles in older youth cases, agency sections/departments in older youth cases, etc.*
- 2) CQI
 - a) CCDSS Processes & Protocols
 - i) *Activities: process mapping agency processes & protocols that align with State rules & policies, agency norms (i.e., "in-house rules"), events/meetings, forms*
- 3) Collective Impact Engagement
 - a) Youth
 - i) Town Hall Meetings
 - (1) *Activities: establishment of recurring meetings structural setup, roles, discussion prompts of topics, meeting notes synopses, discussions of YPAC involvement, collaborative recommendations*
 - ii) Youth-Participatory Action Committee (YPAC)
 - (1) *Activities: establishment of recurring meetings structural setup, parameters, roles & responsibilities, expectations, accountabilities, discussion prompts of Town Hall topics; meeting synopses, discussions of actionable items, collaborative recommendations*
 - b) Biological Families
 - i) *Activities: establishment of Support Group recurring meetings structural setup, parameters, roles & responsibilities, expectations, accountabilities, meeting notes synopses, discussions, collaborative recommendations*
 - c) Schools
 - i) *Activities: relationship building with school case managers regarding prevention, reporting, etc.; collaborative discussions and recommendations*
 - d) Courts and Judges
 - i) *Activities: collaborative discussions and recommendations*
 - e) Foster Parent Association

- i) *Activities: relationship building with FPA, collaborative discussions, and recommendations*
 - f) State
 - i) *Activities: collaborative discussions and recommendations*
 - g) Staff
 - i) *Activities: relationship building with agency staff, collaborative discussions, and recommendations*
- 4) Data Elements
 - a) Data analytic & translation capacity building
 - i) Metrics
 - (1) MOU's identified & identifiable for agency staff
 - (a) *Activities: template*
 - (2) metric goals and measures of success (e.g., three (3) AMAC older youth issues, staff retention, caseloads)
 - (a) *Activities: templates of goals and their measures*
 - (3) differentiated outcomes by older youth characteristics (e.g., DJJ vs. non-DJJ, age of entry, i.e., older youth versus those who become older youth in care, racial disparity)
 - (a) *Activities: template(s) of outcome metrics*
 - ii) CQI
 - (1) *Activities: alignment between proximal & distal outcomes and federal (CFPSR) measures; discussions and practices of plan-do-study-act (PDSA) for metrics*
 - b) Data protocol & processes procedural support
 - i) Older Youth Assessment
 - (1) *Activities: report of recommended steps in selecting and establishing an Older Youth Assessment*
 - ii) CQI
 - (1) *Activities: discussions and practices of CQI and PDSA for decision making, monitoring, number of forms, etc. with leaders*

TRAVEL = \$4,000

CURRENT TOTAL = Kiljoong hours (325) + Stephanie hours (1030) + travel (\$4000) = \$161,154

A Model Approach for Change in Child Welfare (AMAC-CW)
Chapin Hall at University of Chicago
FY 2023-2024 SCOPE OF WORK & BUDGET
Beginning Fiscal Year July 1, 2023 through June 30, 2024

	FY 2023-2024 Approved Revised Proposed Budgeted Amount	FY 2023-2024 Requested REVISED Budgeted Amount
Contract# 2022182 PO# TBD	\$ 18,253.00	\$ 161,154.00
Personnel		\$ 157,154.00
Fringe Benefits		
Travel		\$ 4,000.00
Communication & Dissemination		
Research Technology	\$ 11,211.00	
Office Services	\$ 7,042.00	
Research Services		
Indirect Cost (15%)		
Project Management		
Project Development		
Fiscal Analysis/Court Strategies		
Total	\$ 18,253.00	\$ 161,154.00



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN

DATE: 1/2/2024

SUBJECT: ISSUANCE OF REQUEST FOR PROPOSALS FOR EARLY INTERVENTION WITH OPIOID SETTLEMENT FUNDS

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): JENNIFER GREEN, HEALTH DIRECTOR

BACKGROUND

Since 2021, Attorney General Josh Stein has announced \$56 billion in national settlements that will help bring desperately needed resources to communities harmed by the opioid epidemic. A Memorandum of Agreement (MOA) between the State and local government directs how opioid settlement funds are distributed and used in our state. Cumberland County is set to receive \$30,822,230 over 18 years. In October 2022, a request for proposals (RFP) was issued for funding up to \$800,000 to implement several Option A strategies, including early intervention programs (strategy 6). Four agencies received funding for Option A strategies. However, no proposals were received to support early intervention programs. Early intervention includes “programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions. Services include Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents. Staff are requesting to issue an additional RFP for up to \$500,000 over two years to support early intervention. The RFP will be issued by February 1, 2024, with the aim to begin contracts by July 1, 2024. A total of 2-3 agencies will receive funding (up to \$200,000 per agency). Proposals should focus on early intervention strategies youth (up to age 24) and the adults who serve them. Agencies that do not currently receive county funding will be prioritized and new non-profits will be encouraged to apply.

RECOMMENDATION / PROPOSED ACTION

Staff recommends that the proposed action be placed on the January 16, 2024 Board of Commissioners agenda as a consent item:

- Approve the issuance of RFP for up to \$500,000 in opioid settlement funds for early intervention strategies (Option A, strategy 6) focused on youth.

ATTACHMENTS:

Description	Type
RFP for Opioid Settlement Early Intervention	Presentation

Opioid Settlement Funds Request for Proposals

Jennifer Green

Health Director

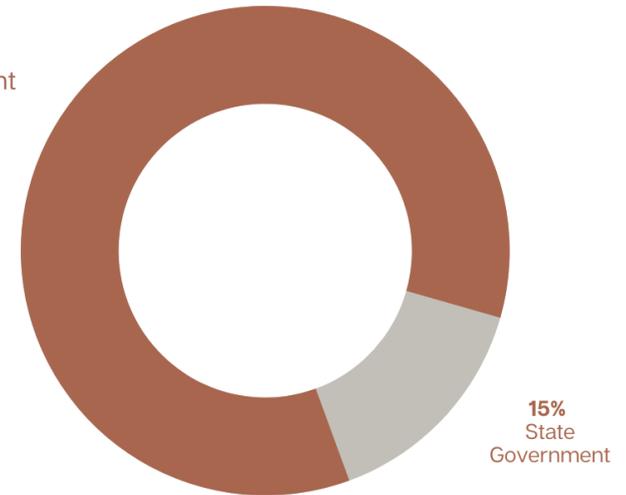
January 11, 2024

Opioid Settlement Funds Background

- \$26 billion agreement to help communities harmed by the opioid epidemic
- A Memorandum of Agreement between the State and local government directs how opioid settlement funds are distributed
- 18 Year payment to Cumberland County government: \$30,822,230

85%

of NC settlement funds will go to counties and municipalities



Option A Strategies

- October 2023 issued RFP to address Option A strategies
 - Early intervention (Strategy 6)
 - Evidence-based addiction treatment (Strategy 2)
 - Programs to support people in treatment and recovery (Strategies 3, 4, 5, and 12)
 - Criminal justice diversion programs (Strategy 10)
- No agencies submitted proposals for early intervention
- 4 agencies funded for ~\$800,000 for other strategies

Early Intervention

- Programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions
- Youth Mental Health First Aid, peer-based programs, or similar approaches.
- Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.”

Early Intervention RFP

- Issue Request for Proposals for up to \$500,000 over 2 years
- 2-3 awards, up to \$200,000 per awardee
- Issue date: February 1
- Due date: March 15th
- 2 informational webinars
- Target population: high risk youth and the adults who serve them
- Prioritize agencies who do not currently receive county funding and new non-profits

Proposed Motion

- Motion to approve
 - Staff to issue a Request for proposal for up to \$500,000 of opioid settlement funds to support option A early intervention strategies



CUMBERLAND
COUNTY

NORTH CAROLINA

Department of Public Health



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 12/8/2023

SUBJECT: SERVICE AGREEMENT WITH HDR ENGINEERING, INC. OF THE CAROLINAS FOR WATER RESOURCES STUDY

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES

BACKGROUND

At the June 19, 2023, Board of Commissioners meeting the board accepted the selection of HDR Engineering, Inc. of the Carolinas as the best qualified engineering firm for the Water Resource Study to assist with ongoing study, assessment, evaluation, and development of a new water source for public drinking water development and granted permission for staff to enter negotiations for detailed scope of work, cost of services, and to prepare an agreement to bring back to the board. Attached to this memo is the Service Agreement, which includes the preparation of a Water Resources Study to summarize an evaluation of the County's water supply needs, water supply options, and infrastructure improvements.

The scope of service major tasks in the agreement are as follows:

- Task 1 - Water Demand Evaluation
- Task 2 - Water Supply Alternatives Identification
- Task 3 - Water Transmission, Storage, and Treatment Requirements
- Task 4 - Regulatory Requirements

The agreement amount shall not exceed \$400,000 and the term of agreement shall be from the execution date of the agreement and shall remain in effect for a period of 12 months. The project is being funded as a State Reserve Funds (SRP) grant from the American Rescue Plan Act (ARPA). The grant was awarded by the State Water Infrastructure Authority, Project No. SRP-D-ARP-0312.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the January 16, 2024, Board of Commissioners agenda:

1. Approve the Service Agreement with HDR Engineering, Inc. of the Carolinas in the amount of \$400,000.
2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Board Approval of RFQ Water Resource Study	Backup Material
Service Agreement	Backup Material

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

FCYC MEMBERS WERE NOT IN ATTENDANCE DUE TO SUMMER BREAK

RECOGNITIONS

Retired Cumberland County Employees

- Lisa Blausen - Sheriff's Office
- Patricia Carruthers - Department of Social Services
- Melissa Kampe - Finance
- Nydia Johnson - Library
- Antoinette Wright-Harris - Department of Social Services

LISA BLAUSER - SHERIFF'S OFFICE
 PATRICIA CARRUTHERS - DEPARTMENT OF SOCIAL SERVICES
 MELISSA KAMPE - FINANCE
 NYDIA JOHNSON - LIBRARY

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

FOR INFORMATION ONLY

3. CONSENT AGENDA

- Approved A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest
- Approved B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.
- C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

APPROVED AFTER DISCUSSION

- Approved D. Approval of Formal Bid Award for Library Books and Audiovisual Materials
- Approved E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake
- Approved F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville
- Approved G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
- Approved H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of Commissioners' Agenda
- I. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - Approved 1. Financial Policies Policy Revision and Budget Ordinance Amendment #B230001 to Transfer Funds to the Capital Investment Fund
 - Approved 2. Fiscal Year 2023 Audit Contract Amendment
 - Approved 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
 - Approved 4. Bid Award for Corporation Drive Outfall Project
 - 5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects

BID AMOUNT CORRECTED TO \$225,575.00 AND APPROVED

- Approved 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
- Approved 7. Request for Qualifications (RFQ) for Transfer Station Construction
- Approved 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9

4. PUBLIC HEARINGS

Approved A. Street Naming Case - SN0501

Rezoning Cases

Approved B. Case # ZON-22-0067

5. ITEMS OF BUSINESS

- Approved A. Consideration of ARP Committee Recommendations
- Disapproved B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353

ITEM WILL BE BROUGHT TO THE CROWN EVENT CENTER COMMITTEE

- Approved C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
- Approved D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
- Approved E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
- Approved F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub

6. NOMINATIONS

- A. Cumberland County Animal Services Board (2) Vacancies

NOMINEES:

AT-LARGE POSITIONS
JEFFREY BROOKS
CHARLOTTE DAVIS

- B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy

NOMINEES:

HOTEL/MOTEL OVER 100 ROOMS REPRESENTATIVE

CAROL HOGAN
MICHELLE WILLIAMS

7. APPOINTMENTS

- A. Cumberland County Juvenile Crime Prevention Council

APPOINTED:

MIKE FIALA - JUVENILE DEFENSE ATTORNEY

DAESHA BALDWIN - PERSON UNDER THE AGE OF 21

TERRASINE GARDNER - LOCAL MANAGEMENT/MANAGED CARE (MENTAL HEALTH)

AT-LARGE REPRESENTATIVES
DR. ANTONIO JONES
DR. MARK KENDRICK

- B. Joint Fort Liberty and Cumberland County Food Policy Council

APPOINTED:

KENNY BAILEY - MEMBERS WHO WORK IN LOCAL GOVERNMENT

- C. Local Firefighter's Relief Fund Board (1) Vacancy

APPOINTED:

DONNIE GRIFFIN - VANDER FIRE DEPARTMENT

- D. Fayetteville-Cumberland Parks and Recreation Advisory Board

APPOINTED:

VICKIE MULLINS

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.
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AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blausen - Sheriff's Office

Patricia Carruthers - Department of Social Services

Melissa Kampe - Finance

Nydia Johnson - Library

Anntoinette Wright-Harris - Department of Social Services

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Coliseum Inn Abatement and Injunction Update
3. CONSENT AGENDA
 - A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest
 - B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.
 - C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake
 - D. Approval of Formal Bid Award for Library Books and Audiovisual Materials
 - E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake
 - F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville
 - G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
 - H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of

Commissioners' Agenda

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

Rezoning Cases

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

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

ADJOURN

REGULAR BOARD MEETINGS:

****There are No Meetings in July****
August 7, 2023 (Monday) 9:00 AM
August 21, 2023 (Monday) 6:45 PM
September 5, 2023 (Tuesday) 9:00 AM



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/9/2023

SUBJECT: CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR WATER RESOURCES STUDY

BACKGROUND

On May 15, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms. The County is seeking a qualified consultant to assist with ongoing study, assessment, evaluations, and development of a new water source for public drinking water development. The firm selected would assist the County with the water resources study to be delivered in the format of a Preliminary Engineering Report. Firms had until May 26, 2023 to submit their Statements of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc. of the Carolinas. Staff reviewed the submittals and scored them separately. HDR Engineering, Inc. of the Carolinas was determined to be the best qualified.

At their June 8, 2023, Agenda Session, the Board of Commissioners approved this item be placed on the June 19, 2023, Regular Meeting Agenda as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified for the Water Resources Study.
2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract approval for a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement, made this the 20 day of December 2023, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and **HDR Engineering, Inc. of the Carolinas**, a business located at **555 Fayetteville Street, Suite 900, Raleigh, NC 27601**, hereinafter referred to as **VENDOR**.

WITNESSETH

WHEREAS, the COUNTY wants **assistance with development of a new water source for public drinking water development**; and

WHEREAS, the VENDOR is qualified to perform the professional engineering services for the COUNTY; and

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

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

WHEREAS, funds are available in the project budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract and shall remain in effect for a period of **12 months**, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The VENDOR has completed all services required.

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

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

SERVICES: The standard of care for all professional engineering, consulting and related services performed or furnished by VENDOR and its employees under this Agreement will be the care and skill ordinarily used by members of VENDOR's profession practicing under the same or similar circumstances at the same time and in the same locality. VENDOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with VENDOR's services.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal, included as **Attachment A**. The total contract price shall not exceed **\$400,000** without the authorization from the County Manager.

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

CONTRACT # 2024418

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

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

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

AGENCY AND AUTHORITY: The **COUNTY** hereby designates the **County Manager** as its exclusive agent with respect to this Agreement. The **County Manager** is authorized, on behalf of the **COUNTY**, to negotiate directly with the **VENDOR** on all matters pertaining to this Agreement. The **VENDOR** agrees that all of its dealings with the **COUNTY** in respect to the terms and conditions of this Agreement shall be exclusively with the **County Manager**. Further, the **VENDOR** specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled **MODIFICATIONS**.

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

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

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

VENDOR:
HDR Engineering, Inc. of the Carolinas
555 Fayetteville Street, Suite 900
Raleigh, NC 27601

COUNTY:
Clarence Grier, County Manager
130 Gillespie St Rm 214
Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

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."

RE-USE OF DOCUMENTS: All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by **VENDOR** pursuant to this Agreement, are instruments of service with respect to the project. **COUNTY** may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by **COUNTY** or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by **VENDOR** for the specific purpose intended will be at **COUNTY**'s sole risk and without liability or legal exposure to **VENDOR**.

NO THIRD-PARTY BENEFICIARIES: No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

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

ATTEST

County of Cumberland

BY: _____
Andrea Tebbe, Clerk

BY: _____
Glenn Adams, Board Chairman

ATTEST

HDR Engineering, Inc. of the Carolinas

BY: *Elizabeth C. Buell*
Elizabeth C. Buell, Assistant Secretary

BY: *Jonathan Henderson* Date: 12/20/23
Jonathan Henderson, PE, Sr. Vice President

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

Approved for Legal Sufficiency:

BY: *Vicki Evans*
Vicki Evans, County Finance Director

BY: *Cheryl* Date: 12/22/23
County Attorney's Office
upon formal execution by all parties *on*
Approved by the DOC 6/19/23.

Attachment A

Scope of Services

**Cumberland County
Water Resources Study
December 2023**

Background

Cumberland County (County) is at the forefront of the emerging contaminants issue with many areas of the County exhibiting Per- and Poly-Fluoroalkyl Substances (PFAS) contamination of private drinking water wells. The County is aggressively pursuing water line extensions to the most critical areas but realizes there is a need to identify alternative water supply sources to ensure safe, reliable, and long-term water supply is available throughout the County. The County applied for, and was awarded, a \$400,000 grant through the American Rescue Plan Act (ARPA) to evaluate new public water supply sources and potential infrastructure improvements to serve existing and potentially new water and sewer districts (WSD) in the County. The County has partnered with HDR Engineering of the Carolinas, Inc. (HDR) to assist with this evaluation.

Approach

HDR will prepare a Preliminary Engineering Report (PER) to summarize an evaluation of the County's water supply needs, water supply options, and infrastructure improvements needed to meet the intent of the ARPA grant. The proposed tasks to complete the Water Resources Study and PER for the County are as follows:

- Task 1 - Water Demand Evaluation
- Task 2 - Water Supply Alternatives Identification
- Task 3 - Water Transmission, Storage, and Treatment Requirements
- Task 4 - Regulatory Requirements

Unless otherwise noted, the following assumptions are used for all Tasks:

- HDR will prepare meeting agendas, handouts, notes, and presentation material.
- County will be responsible for arranging meeting locations and attendance of required County staff.
- Deliverables will consist of one draft document and one final document.
- County review comments to draft deliverables will be provided to HDR in one collated file that addresses any conflicting comments.
- County review of draft and final documents will take no longer than two weeks to complete, unless otherwise noted.
- Deliverables will be submitted as Adobe PDF files via email. Native files (Microsoft Office, ArcGIS, etc.) will be provided upon request.

Scope of Services

Task 1: Water Demand Evaluation

The primary objective of Task 1 is to forecast water demand for a 50-year planning horizon (through 2075) for current and future WSDs; a 50-year planning horizon is important for water supply planning, while a 20 to 30-year planning horizon is adequate for water supply infrastructure planning. The following activities will be completed for Task 1:

- A. Identify current and future WSD area boundaries.
- B. Analyze historical systemwide water needs to determine Average Day Demand (ADD), Maximum Day Demand (MDD), Peak hour demand (PHD), and unit demand factors. Historical water demands by general customer type (single-family residential, multi-family residential, commercial, industrial, institutional) will be evaluated to establish historical demands. Where historical data is not available, HDR will leverage similar utilities' data or industry values to support the development of the required unit values and peaking factors necessary to forecast water demand for the WSD area(s).
- C. Develop water demand projections for current and future WSDs using planning data such as existing population projections, land use assessments, and regional planning data. Projections will extend to 2075 with key milestones every 5 years through 2045 (2030, 2035, 2040, and 2045) and every 10 years from 2045 to 2075. Water demand projections will leverage available planning information including the Fayetteville Area Metropolitan Planning Organization (FAMPO) Traffic Analysis Zone (TAZ) data, County land use planning and zoning data.
- D. Conduct an interactive workshop with County staff to validate and get consensus on water demand projection methodology and results. The workshop will include a review of forecasting assumptions, use of projections, and any necessary adjustments to build consensus on the approach to and results of the water demand projection development.

Assumptions

- County will provide data as requested and support the delineation of the current and future WSD boundary(ies) and provide concurrence before the development of water demand projections.
- Meetings/Workshops will include:
 - One (1) Existing and Future WSD Area Delineation Workshop
 - One (1) Existing and Future Water Demand Workshop
 - One (1) Coordination meeting with N.C. Division of Water Resources (NCDWR)

Task 2: Water Supply Alternative Identification

Task 2 will identify viable water supply sources available to the County to meet the future water demands defined in Task 1. Available water supply of up to four (4) of the most viable water supply sources (groundwater and surface water) identified will be identified to understand how much and how fast the County can support existing and future water demands. This will be helpful to establish potential storage requirements and sequencing or combination of water supply sources.

Activities to be completed during Task 2 include the following:

- A. Identify water supply sources currently being used by County to serve existing WSDs and areas for potential future services, as identified in Task 1.

- B. Identify potential water supply partnerships with nearby water systems such as Fayetteville PWC, Lower Cape Fear Water and Sewer Authority, and others.
- C. Identify new water supply sources such as the Cape Fear River and new water supply wells.
- D. Evaluate water quality for each water supply alternative to establish:
 - Disinfection compatibility with combined water supply partnerships.
 - Anticipated treatment requirements for new raw water supply sources and/or drinking water wells. Water quality for up to three (3) raw water intake locations will be evaluated by leveraging water quality data available through Federal, State, or local resources, and/or previous water quality studies. Typical water quality trends based on locations of raw water intake will also be accounted for.
- E. Coordinate with NCDWR to ensure a complete list of viable water supply options are identified.
- F. Determine available water supply yields from water sources currently used by the County to serve existing WSDs. An estimation of private well use will be included as a part of this effort.
- G. Establish water availability through potential water supply partnerships of nearby water systems.
- H. Perform desktop analysis of new water supply wells potential yields to support areas of the County where interconnections with other water systems are not feasible. Well yield estimations will be based on information generated from prior and ongoing hydrogeologic studies within the County.
- I. Determine water availability from a new raw water intake along the Cape Fear River. This effort will utilize the State's approved basin hydrologic model, the Cape Fear/Neuse River Basin Hydrologic OASIS Model. Initial evaluations of 7Q10 flow values using USGS gage data will be conducted to assess available water for withdrawal around potential intake locations. Once a final intake location has been identified, a formal request to the USGS for a 7Q10 flow determination will be initiated, requiring approval from the NCDWR.

Assumptions

- County will provide data as requested.
- Four (4) Cape Fear River water supply scenarios will be evaluated with the Cape Fear/Neuse River Basin Hydrologic OASIS Model.
- Meetings/Workshops will include:
 - One (1) coordination meeting with NCDWR to confirm viability of alternative water supply sources, such as a new raw water intake or new drinking water wells.
 - Up to six (6) coordination meetings with the County and potential water system partners, individually, to discuss available water supply quantities.
 - One review meeting with NCDWR to reviews results of Task 2 analysis and the County's preference for future water supply.

Task 3: Water Transmission, Storage, and Treatment Requirements

This Task will identify necessary water transmission, storage, and treatment needs for existing and future WSDs using the information generated during Task 1 and 2 for the top three (3) most viable water supply options. Specific activities performed during this Task will include:

- A. Identify all areas where alternative water supply options are needed to address existing and potential future PFAS contamination of private drinking water wells.
- B. Identify where water line extensions from existing County water supply sources can occur to meet existing and future water demands.
- C. Determine how future water supply alternatives identified in Task 2 can be used to provide or supplement water supply where existing County water supply sources cannot support future water demands.
- D. Identify water distribution, storage, and treatment requirements for existing and alternative water supply sources to ensure safe and reliable drinking water is provided to existing and future WSDs.
- E. Perform conceptual hydraulic modeling of water distribution extensions, interconnections, and use of alternative water supply sources to establish preliminary pipeline routing, facility siting and sizing, and phasing of infrastructure to meet existing and future water supply demands.
- F. Develop a preliminary opinion of probable construction cost for water supply infrastructure; cost estimates will be a AACE Level IV estimates.
- G. Develop a draft and final Preliminary Engineering Report (PER); project definition of the final recommended water supply alternative will be between 5 and 10 percent and sufficient for budgetary consideration for project implementation. The PER will integrate all results from Task 1, 2, 3, and 4.

Assumptions

- County will provide data as requested.
- Information generated during Task 1, and 2 will be used to complete Task 3 activities.
- Meetings/Workshops will include:
 - One (1) meeting to review draft water distribution, storage, and treatment requirements, as well as draft routing and siting details.
 - One (1) meeting to review the draft PER

Task 4: Regulatory Requirements

Activities completed during this Task will be performed to identify permitting requirements and environmental studies that may be required to extend existing County water supply sources and implement the most viable alternative water supply sources. Specific activities to be completed as part of Task 4 include:

- A. Conduct an early screening of environmental resources in areas where new water infrastructure would be constructed, using information available through State and Federal agency databases.
- B. Establish a comprehensive plan for regulatory and permitting activities that may be needed defining the requirements, timelines, and interdependencies. HDR anticipates the regulatory requirements for the new water supply infrastructure needed to include National Environmental Policy Act (NEPA)/State Environmental Policy Act (SEPA) environmental assessment, 401 Certification, 404 Permit, engineering review of facilities by the Public Water Supply (PWS) Section, PWSS certification, and others. In addition to the listed regulatory agencies, it should be noted that a water supply watershed (WSW) reclassification may be required through the NCDWR and the need for such will be evaluated as a part of this task

- C. Determine if raw water intake from the Cape Fear River will exceed 20% of the 7Q10 flows and how this may impact any alternative future water supply from the Cape Fear River.
- D. Create a matrix of regulatory requirements for each of the most viable water supply alternatives.

Assumptions

- 1. Various discussions and coordination meetings with permitting and regulatory agencies will be required to develop an exhaustive list of permitting and environmental requirements – assumed to be up to three (3) formal meetings with State agencies.

Schedule

HDR anticipates 12 months following Notice to Proceed to complete Tasks identified herein, including finalizing the PER for the Water Resources Study.

Compensation

Lump sum fee of \$400,000 is proposed to complete the scope of services described herein. A breakdown of lump sum compensation by Task is provided below. Budget amounts for each Task may be shifted between Tasks as the project develops, if needed.

Tasks	Description	Budget
1	Water Demand Evaluation	\$50,000
2	Water Supply Alternative Identification	\$200,000
3	Water Transmission, Storage, and Treatment Requirements	\$125,000
4	Regulatory Requirements	\$25,000
	TOTAL	\$400,000



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 12/8/2023

SUBJECT: SERVICE AGREEMENT WITH HDR ENGINEERING, INC. OF THE CAROLINAS FOR FEMA BRIC FUNDING ASSISTANCE FOR WEST CEDAR CREEK

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

At the June 19, 2023, Board of Commissioners meeting the board accepted the selection of HDR Engineering, Inc. of the Carolinas as the best qualified engineering firm to assist with ongoing study, assessment, evaluation, and development of a new water source for public drinking water development. The RFQ stated that the County reserves the right to negotiate additional phases of service with the selected Consultant. Funding assistance was listed as one of these additional services. Attached to this memo is a proposed Service Agreement, which includes the administrative assistance, preparation, and/or review of a funding application for the FEMA BRIC program. The agreement amount shall not exceed \$55,725 and the term of agreement shall be from the execution date of the agreement and shall remain in effect for a period of 12 months. The funding for this agreement is in the current budget for contracted services for public utilities. This application is for West Cedar Creek.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the January 16, 2024, Board of Commissioners as a consent item:

1. Approve the Service Agreement with HDR Engineering, Inc. of the Carolinas in the amount of \$55,725 to complete an application for the FEMA BRIC program for West Cedar Creek.
2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Board Approval of RFQ Water Resource Study	Backup Material
Service Agreement	Backup Material

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

FCYC MEMBERS WERE NOT IN ATTENDANCE DUE TO SUMMER BREAK

RECOGNITIONS

Retired Cumberland County Employees

- Lisa Blausen - Sheriff's Office
- Patricia Carruthers - Department of Social Services
- Melissa Kampe - Finance
- Nydia Johnson - Library
- Antoinette Wright-Harris - Department of Social Services

LISA BLAUSER - SHERIFF'S OFFICE
 PATRICIA CARRUTHERS - DEPARTMENT OF SOCIAL SERVICES
 MELISSA KAMPE - FINANCE
 NYDIA JOHNSON - LIBRARY

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

FOR INFORMATION ONLY

3. CONSENT AGENDA

- Approved A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest
- Approved B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.
- C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

APPROVED AFTER DISCUSSION

- Approved D. Approval of Formal Bid Award for Library Books and Audiovisual Materials
- Approved E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake
- Approved F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville
- Approved G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
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 - Approved 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
 - Approved 4. Bid Award for Corporation Drive Outfall Project
 - 5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects

BID AMOUNT CORRECTED TO \$225,575.00 AND APPROVED

- Approved 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
- Approved 7. Request for Qualifications (RFQ) for Transfer Station Construction
- Approved 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9

4. PUBLIC HEARINGS

Approved A. Street Naming Case - SN0501

Rezoning Cases

Approved B. Case # ZON-22-0067

5. ITEMS OF BUSINESS

- Approved A. Consideration of ARP Committee Recommendations
- Disapproved B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353
- ITEM WILL BE BROUGHT TO THE CROWN EVENT CENTER COMMITTEE
- Approved C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
- Approved D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
- Approved E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
- Approved F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub

6. NOMINATIONS

- A. Cumberland County Animal Services Board (2) Vacancies

NOMINEES:

AT-LARGE POSITIONS
JEFFREY BROOKS
CHARLOTTE DAVIS

- B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy

NOMINEES:

HOTEL/MOTEL OVER 100 ROOMS REPRESENTATIVE

CAROL HOGAN
MICHELLE WILLIAMS

7. APPOINTMENTS

- A. Cumberland County Juvenile Crime Prevention Council

APPOINTED:

MIKE FIALA - JUVENILE DEFENSE ATTORNEY

DAESHA BALDWIN - PERSON UNDER THE AGE OF 21

TERRASINE GARDNER - LOCAL MANAGEMENT/MANAGED CARE (MENTAL HEALTH)

AT-LARGE REPRESENTATIVES
DR. ANTONIO JONES
DR. MARK KENDRICK

- B. Joint Fort Liberty and Cumberland County Food Policy Council

APPOINTED:

KENNY BAILEY - MEMBERS WHO WORK IN LOCAL GOVERNMENT

- C. Local Firefighter's Relief Fund Board (1) Vacancy

APPOINTED:

DONNIE GRIFFIN - VANDER FIRE DEPARTMENT

- D. Fayetteville-Cumberland Parks and Recreation Advisory Board

APPOINTED:

VICKIE MULLINS

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.
THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

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

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blausen - Sheriff's Office

Patricia Carruthers - Department of Social Services

Melissa Kampe - Finance

Nydia Johnson - Library

Anntoinette Wright-Harris - Department of Social Services

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Coliseum Inn Abatement and Injunction Update
3. CONSENT AGENDA
 - A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest
 - B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.
 - C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake
 - D. Approval of Formal Bid Award for Library Books and Audiovisual Materials
 - E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake
 - F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville
 - G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
 - H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of

Commissioners' Agenda

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

4. PUBLIC HEARINGS
 - A. Street Naming Case - SN0501

Rezoning Cases

 - B. Case # ZON-22-0067

5. ITEMS OF BUSINESS
 - A. Consideration of ARP Committee Recommendations
 - B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353
 - C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
 - D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
 - E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
 - F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub

6. NOMINATIONS
 - A. Cumberland County Animal Services Board (2) Vacancies
 - B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy

7. APPOINTMENTS
 - A. Cumberland County Juvenile Crime Prevention Council
 - B. Joint Fort Liberty and Cumberland County Food Policy Council

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

ADJOURN

REGULAR BOARD MEETINGS:

****There are No Meetings in July****
August 7, 2023 (Monday) 9:00 AM
August 21, 2023 (Monday) 6:45 PM
September 5, 2023 (Tuesday) 9:00 AM



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/9/2023

SUBJECT: CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR WATER RESOURCES STUDY

BACKGROUND

On May 15, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms. The County is seeking a qualified consultant to assist with ongoing study, assessment, evaluations, and development of a new water source for public drinking water development. The firm selected would assist the County with the water resources study to be delivered in the format of a Preliminary Engineering Report. Firms had until May 26, 2023 to submit their Statements of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc. of the Carolinas. Staff reviewed the submittals and scored them separately. HDR Engineering, Inc. of the Carolinas was determined to be the best qualified.

At their June 8, 2023, Agenda Session, the Board of Commissioners approved this item be placed on the June 19, 2023, Regular Meeting Agenda as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified for the Water Resources Study.
2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract approval for a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement, made this the 20 day of December 2023, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and **HDR Engineering, Inc. of the Carolinas**, a business located at **555 Fayetteville Street, Suite 900, Raleigh, NC 27601**, hereinafter referred to as **VENDOR**.

WITNESSETH

WHEREAS, the COUNTY wants **assistance with funding requests related to the development of a new water source for public drinking water development**; and

WHEREAS, the VENDOR is qualified to perform the professional engineering services for the COUNTY; and

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

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

WHEREAS, funds are available in the project budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract and shall remain in effect for a period of **12 months**, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The VENDOR has completed all services required.

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

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

SERVICES: The standard of care for all professional engineering, consulting and related services performed or furnished by VENDOR and its employees under this Agreement will be the care and skill ordinarily used by members of VENDOR's profession practicing under the same or similar circumstances at the same time and in the same locality. VENDOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with VENDOR's services.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal, included as **Attachment A**. The total contract price shall not exceed **\$55,725** without the authorization from the County Manager.

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

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

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

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

AGENCY AND AUTHORITY: The **COUNTY** hereby designates the **County Manager** as its exclusive agent with respect to this Agreement. The **County Manager** is authorized, on behalf of the **COUNTY**, to negotiate directly with the **VENDOR** on all matters pertaining to this Agreement. The **VENDOR** agrees that all of its dealings with the **COUNTY** in respect to the terms and conditions of this Agreement shall be exclusively with the **County Manager**. Further, the **VENDOR** specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled **MODIFICATIONS**.

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

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

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

VENDOR:
HDR Engineering, Inc. of the Carolinas
555 Fayetteville Street, Suite 900
Raleigh, NC 27601

COUNTY:
Clarence Grier, County Manager
130 Gillespie St Rm 214
Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

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."

RE-USE OF DOCUMENTS: All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by VENDOR pursuant to this Agreement, are instruments of service with respect to the project. COUNTY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by COUNTY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by VENDOR for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to VENDOR.

NO THIRD-PARTY BENEFICIARIES: No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

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

ATTEST

County of Cumberland

BY: _____
Andrea Tebbe, Clerk

BY: _____
Glenn Adams, Chairman
Board of County Commissioners

ATTEST

HDR Engineering, Inc. of the Carolinas

BY: *Elizabeth C. Buell*
Elizabeth C. Buell, Assistant Secretary

BY: *Jonathan Henderson* Date: 12/20/23
Jonathan Henderson, PE, Sr. Vice President

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

Approved for Legal Sufficiency:

BY: *Vicki Evans*
Vicki Evans, County Finance Director

BY: *[Signature]* Date: 12/22/23
County Attorney's Office

upon formal execution by all parties *ch*

*Approved by the BOC 6/19/23
6/19/23 cm*

Attachment A

Scope of Services

Cumberland County Water Resources Study *Funding Assistance*

1.0 Reference

Cumberland County (County) has requested professional services, technical expertise, and support related to assistance with water resources funding options such SRF, USDA-RD, FEMA, and other applicable funding agencies. The Water Resources Study, *Funding Assistance* project will be led by Amanda Bader, from Cumberland County, and Mary Brice, HDR Engineering, Inc. of the Carolinas (HDR). Their contact information is provided below.

Amanda Bader, PE

Director Solid Waste Management Department
Phone: 910-438-4041
abader@cumberlandcountync.org

Mary Brice, PE

Water/Wastewater Project Manager
Phone: 919-900-1636
mary.brice@hdrinc.com

2.0 Introduction

The County is at the forefront of the emerging contaminant issue as many areas of the county have Per- and Poly-Fluoroalkyl Substances (PFAS) contaminated drinking water in private wells. GenX is the most prevalent PFAS compound in these private wells. One such area is the Cedar Creek area in the southeast portion of the County. The Cedar Creek Water and Sewer District (WSD) will be created to address this significant issue in the Cedar Creek area. The County intends to submit an application for funding development of a water system in the Cedar Creek WSD to the State of North Carolina and Federal Emergency Management Agency's (FEMA) Building Resilient Infrastructure and Communities (BRIC) funding program.

HDR Engineering, Inc. of the Carolinas (HDR) has been asked to:

- Assess project viability for FEMA BRIC funding for the proposed Cedar Creek water system, including a preliminary Benefit/Cost Analysis (BCA).
- Assist with preparing and/or reviewing application submittals as per FEMA BRIC guidelines for the proposed Cedar Creek water system.

The basis for and details of the proposed scope of services is presented below.



3.0 Scope of Services

This scope was developed based upon a mutual understanding between the County and HDR. The following major scope tasks are described herein:

- Task 3.1 Project Management
- Task 3.2 FEMA BRIC Funding Application Support

3.1 Project Management

HDR will perform project administration services throughout the duration of the project, including but not limited to maintaining a project filing system for storage and retrieval of documents and data, preparing monthly invoices for services performed, and maintaining a project cost accounting system. HDR will apply ongoing quality assurance and quality control procedures throughout the duration of the project.

3.2 FEMA BRIC Funding Application Support

HDR will assist the County with preparation and/or review of a funding application for FEMA BRIC program. The application will develop an accurate measure of impact and mitigation value and present the information in the most compelling way possible to maximize the success of the application, given HDR's understanding of the funding agency and their scoring system. This effort may include meeting (virtual) with funding agency staff to gain concurrence on specific approaches.

Preliminary Review

The BRIC program funds projects that mitigate a natural hazard and that the project achieve a benefit/cost ratio (BCR) of greater than one, given FEMA's BCA methods and valuation data. A preliminary BCA will be conducted to determine if the BCR is likely to exceed one, based on the characteristics of project and scale of impact for the community. This assessment will review research on the value of reduced PFAS risk and assess how to incorporate the data into the BCA. Several different analytical methods to estimate benefits will also be considered. A range of potential project values will be estimated to determine if the project is likely to meet all BRIC requirements, including a BCR greater than 1. This assessment may necessitate meetings with the funding agency (either NC Department of Public Safety, FEMA, or both). A meeting will be held with the County to present initial findings.

Preparation of Full BRIC Application

Based on the County's understanding of the Preliminary Review and upon concurrence from the County to proceed, HDR will assist in the preparation of a full BRIC funding application. HDR will provide assistance in the following areas:

- Development of a project schedule



- Preparation of a finalized BCA:
 - Compute value of mitigation using the best available scientific data
 - Incorporate finalized project costs
 - Implement analysis in the FEMA BRIC BCA Tool
 - Account for the distribution of benefits and costs, especially if vulnerable populations have lower-than-average incomes
- Initial assessment of compliance with:
 - National Historic Preservation Act
 - Endangered Species Act / Wildlife Coordination Act
 - Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)
 - Executive Order 11988 (Floodplain Management)
 - Coastal Zone Management Act (assumed to be not applicable)
 - Farmland Protection Policy Act
 - Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)
 - Other Environmental/Historic Preservation Laws or Issues
 - Environmental and Historic Properties Summary
- Description of project location and benefiting areas.

Services may include but are not limited to:

- Review of reports by others
- Regulatory guidance
- Planning level opinion of cost
- Benefit/Cost Analysis
- Desktop review of environmental documentation
- Development of funding applications

4.0 Assumptions

The following assumptions have been made in the preparation of this scope of services:

- Preparation and submittal of one FEMA BRIC application for the Cumberland County Cedar Creek water system project.
- HDR will utilize the current Cedar Creek budget from the DWSRF funding application. No budget updates will be prepared. County will provide, in a timely manner, all documents, data, and signatures requested by HDR for preparation and submittal of complete applications.
- The County will enter all information related to partnerships, mitigation plans, and building codes.



- All meetings will be virtual.
- Scope does not include preparation of preliminary engineering report or design and bidding services.
- Only electronic deliverables will be provided to the County.
- The following areas are not included in the scope:
 - Preparation of environmental assessments
 - Development of partnering information
 - Site inventory work

5.0 Period of Service

HDR proposes to complete the FEMA BRIC funding application assistance no later than 3 days prior to application deadline.

6.0 Compensation

HDR proposes a time and materials not to exceed fee of \$55,725. The effort will be determined by needs of the County. Services to be billed on a time and materials basis, in accordance with the attached rates (Attachment A).

7.0 Terms and Conditions

The terms and conditions shall be per Service Agreement.

Attachment A

2023/2024 Standard Unit Prices

RESOURCE CLASSIFICATION	HOURLY BILLING RATES
Project Principal	\$250-295
Senior Project Manager	\$250-275
Project Manager	\$190-245
Architect/Engineer IV	\$250-290
Architect/Engineer III	\$205-245
Architect/Engineer II	\$165-200
Architect/Engineer I	\$120-160
Staff Professional IV	\$250-290
Staff Professional III	\$200-245
Staff Professional II	\$150-195
Staff Professional I	\$105-145
CADD/GIS Technician III	\$135-160
CADD/GIS Technician II	\$105-130
CADD/GIS Technician I	\$80-100
Environmental Scientist V	\$200-250
Environmental Scientist IV	\$165-195
Environmental Scientist III	\$130-160
Environmental Scientist II	\$105-125
Environmental Scientist I	\$80-100
Construction Inspector III	\$155-175
Construction Inspector II	\$125-150
Construction Inspector I	\$80-120
Public Involvement IV	\$215-250
Public Involvement III	\$185-210
Public Involvement II	\$145-180
Public Involvement I	\$110-140
Senior Accountant	\$125-135
Accountant	\$100-120
Graphic Designer/Technical Editor	\$115-125
Administrative Assistant	\$90-115

Labor rates

The labor rates listed to the left provide a range for each category of service. HDR will assign the best suited staff, depending on the assignment. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees.

Expenses

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and all subcontractor costs will be marked up by 10%.



EMERGENCY SERVICES DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/4/2024

**SUBJECT: RESOLUTION DESIGNATION OF APPLICANTS AGENT FY22 BRIC
GRANT FUNDING**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR AND GARRY
CRUMPLER, EMERGENCY MANAGEMENT COORDINATOR**

BACKGROUND

In collaboration with the Solid Waste Department, Cumberland County Department of Emergency Services has submitted a sub-application to North Carolina Emergency Management, Hazard Mitigation Section for the FY22 BRIC grant. The grant project "Comprehensive Vegetative Waste and Emergency Debris Management Plan" aims to develop a 20-year Comprehensive Vegetative Waste Management Plan to evaluate the current operation of the Wilkes Road Facility. Additionally, the project will address how to increase production and optimize an already limited capacity during disaster events, which is critical to the recovery process.

The estimated cost of the project is \$157,500. The federal share is \$120,000 (76.19% of the total project cost); and \$7,500 of the total request is dedicated for management costs. BRIC requires the sub-applicant to provide a match consisting of in-kind services by County staff and/or County funds. The Cumberland County Board of Commissioners approved this funding on December 15, 2022.

Funds for the required match of \$37,500 are designated from the Cumberland County Solid Waste Department. The match was approved in this year's budget, which is referenced on page 259 under the Solid Waste Capital Improvement Plan.

The North Carolina Emergency Management- Hazard Mitigation requires a certified designation of the applicant's (DA) agent form to be completed.

RECOMMENDATION / PROPOSED ACTION

County staff recommends that the Cumberland County Board of Commissioners certify the designating of the applicant's agent form for the FY 22 BRIC by signing the attached DA form to the North Carolina Emergency Management- Hazard Mitigation.

ATTACHMENTS:

Description

Type

NCDPS Designated Agent Form

Backup Material

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
 North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) County of Cumberland	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): Not assigned	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6000291	
Applicant's Federal Information Processing Standards (FIPS) Number - 37051 -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Clarence Grier	Agent's Name Sally Shutt
Organization Cumberland County	Organization Cumberland County
Official Position County Manager	Official Position Assistant County Manager
Mailing Address Po Box 1829	Mailing Address PO Box 1829
City ,State, Zip Fayetteville, NC 28302	City ,State, Zip Fayetteville, NC 28302
Daytime Telephone (910) 678-7726	Daytime Telephone (910) 678-1921
Facsimile Number (910) 678-7717	Facsimile Number (910) 678-7717
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Glenn Adams, Chairman	Name Andrea Tebbe
Name and Title Dr. Toni Stewart, Vice Chairwoman	Official Position Clerk to the Board
Name and Title	Daytime Telephone (910) 678-7771

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



EMERGENCY SERVICES DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/4/2024

SUBJECT: CUMBERLAND-HOKE HAZARD MITIGATION PLAN AMENDMENT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR AND GARRY CRUMPLER, EMERGENCY MANAGEMENT COORDINATOR

BACKGROUND

The Federal Emergency Management Agency (FEMA) requires state and local governments to develop and adopt hazard mitigation plans to receive certain non-emergency disaster funds, including grants. Every five years, Cumberland County collaborates with Hoke County to update the Cumberland-Hoke Regional Hazard Mitigation Plan. The Cumberland County Board of Commissioners adopted the current plan on May 17, 2021, and FEMA approved it on June 23, 2021. FEMA recognizes the need for state and local jurisdictions to have the flexibility to build on and improve upon mitigation planning by allowing amendments to the plan. To support the County's West Cedar Creek Public Water System BRIC application due on February 5, 2024, Emergency Services requests the Board of Commissioners consider the Cumberland-Hoke Regional Hazard Mitigation Plan Amendment CU6 as written in the attached resolution and that the Resolution be moved to the January 16, 2024, Regular Board of Commissioners Meeting as a consent agenda item.

RECOMMENDATION / PROPOSED ACTION

Emergency Services and County Management recommend approval of Amendment One to the Cumberland-Hoke Regional Hazard Mitigation Plan as reflected in the attached resolution and that the item be placed on the Consent Agenda for the January 16, 2024, Regular Board of Commissioners meeting.

ATTACHMENTS:

Description

HAZARDMITIGATION PLAN AMENDMENT ONE

Type

Backup Material

RESOLUTION
ADOPTING CUMBERLAND-HOKE REGIONAL
HAZARD MITIGATION PLAN AMENDMENT CU6

Amendment **One**, **Cumberland-Hoke** Regional Hazard Mitigation Plan Approved and Adopted **June 23, 2021**.

Sections: **Section 9, Mitigation Action Plan, page 9-10.**

Upon adoption by **Cumberland County**, NC on **January 16, 2024**, the following is an amendment to the above referenced Regional Hazard Mitigation Plan to meet the plan/proposal consistency requirements of the FEMA BRIC Program. This amendment will be incorporated into the body of the **Cumberland-Hoke** Regional Hazard Mitigation Plan on the next regularly scheduled update.

Whereas: **Cumberland County**, NC participates in the **Cumberland-Hoke** Regional Hazard Mitigation Plan and,

Whereas: **Cumberland County** wishes to be an eligible participant in the Federal Emergency Management Agency's BRIC Program and,

Whereas: The North Carolina Department of Public Safety Division of Emergency Management, Hazard Mitigation Section has identified certain required amendments to the aforesaid plan in order to meet eligibility requirements.

Whereas: The North Carolina Enhanced Hazard Mitigation Plan identifies certain goals, strategies and actions designed to address local government assistance demonstrating a coordinated and comprehensive statewide mitigation effort.

Whereas: The State of North Carolina Enhanced Mitigation Plan is consistent with the guidance and requirements of the FEMA Unified Hazard Mitigation Assistance suite of programs providing assistance to local governments in securing funding through various programs is identified in the Goals, Strategies and Actions Sections of the NC Enhanced Hazard Mitigation Plan Approved February 13, 2023.

Section 2 Planning Process

Part 2.6.2 page 2-16 (pdf 45) addresses integration with FEMA's Unified Hazard Mitigation Assistance Program

Section 5 Mitigation Strategy

Part 5.4.2.3 page 5-8 (pdf 474) addresses state assistance given to local governments in pursuit of funding sources including the UHMA suite of funding.

Mitigation Action NC-2 page 5-14 (pdf 480) identifies a comprehensive list of mitigation actions that NCEM-HM will pursue in partnership with local governments.

Project types that fall under this action could include, but are not limited to: Acquire properties that are located in areas vulnerable to hazards. Elevate properties that are located in areas vulnerable to flooding. Structural retrofits for structures that are vulnerable to wind events. Non-structural retrofits for structures that are vulnerable to earthquakes/geological events. Analyze building stock to identify potential structures that could be mitigated. Provide funds for purchase of conservation easements or purchase of land within floodplain. Identify properties to be acquired that will support mitigation by

coordinating with other entities (such as the Clean Water Task Force) to leverage other funding sources for acquisition to support additional state mandated goals. Develop funding source (with hazard funds) targeted to areas most vulnerable to earthquakes, sinkholes, and landslide/geochemistry for acquisition and/or conservation easements. Promote safe room construction and help provide safe havens/rooms in areas with extremely vulnerable populations. Projects that include dam safety training for state personnel, increase in the number of dam inspections, increase in the submittal and testing of dam Emergency Action Plans, more timely review and issuance of permits, improved coordination with state emergency preparedness officials, identification of dams to be repaired or removed, conducting dam safety awareness workshops and creation of dam safety videos and other outreach materials. Projects to provide technical, planning, design and construction assistance for rehabilitation of eligible high hazard potential dams. Encourage applications for Advance Assistance funding and Capability and Capacity Building funding to allow communities to secure assistance with identifying and quantifying problems and solutions with the goal of preparing quality funding proposals/applications.

Now Therefore, in order to demonstrate compliance with guidance from the North Carolina Department of Public Safety (DPS) and the Federal Emergency Management Agency (FEMA) concerning participation in the FEMA BRIC Program, **Cumberland County** hereby adopts the following Amendment Number **One** to the **Cumberland-Hoke** Regional Hazard Mitigation Plan adopted **June 23, 2021**. This amendment applies only to **Cumberland County** and its involvement in various state and federal funding and mitigation programs.

Amendment One, Cumberland-Hoke Regional Hazard Mitigation Plan;

A) **Section Nine** of the plan, Mitigation Action Plan identifies mitigation actions for **Cumberland County**. The table of actions on pdf page **525 (9-10** in the plan) **Section 9 Cumberland County** Mitigation Actions is hereby amended to include the following measures:

Mitigation Action **CU6**

- Description: **Develop 5 100-125 GPM fresh water production wells connected to a centralized filtration, processing and distribution center with a 300,000 gallon elevated tank serving up to 771 customer connections.**
- Hazard Addressed: **Flood, Hurricane & Tropical Storm, Severe Weather**
- Relative Priority: **High**
- Lead Agency/Department: **County Administration**
- Potential Funding Sources: **FEMA HHDPR, BRIC, Local Funding**
- Implementation Schedule: **2024**
- Implementation Status: **Applying for funding 2023**

This amendment will be incorporated into the next regularly scheduled update of the **Cumberland-Hoke** Regional Hazard Mitigation Plan.

Adopted this, the 16th day of January, 2024 by **Cumberland County**, NC

Attest:

Glenn Adams, Chairman of **The Cumberland County Board of Commissioners**

_____ (signature)

Andrea Tebbe Clerk

_____ (signature and SEAL)



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 12/19/2023

SUBJECT: COMMUNITY DEVELOPMENT FUNDING AGREEMENT WITH
KINGDOM COMMUNITY DEVELOPMENT CORPORATION

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

BACKGROUND

As required by the U.S. Department of Housing and Urban Development (HUD), Cumberland County Community Development must set aside at least 15 percent of its HOME Investment Partnerships Program (HOME) allocation for specific projects to be undertaken by a private nonprofit, community-based organization called a Community Housing Development Organization (CHDO). The CHDO must meet certain requirements such as: maintaining a certain legal status, organizational structure, and capacity and experience. Community Development has an open application process to solicit entities interested in serving as the County's designated CHDO. In addition, Community Development holds CHDO workshops to draw interest from other entities interested in developing affordable housing in the community.

Kingdom Community Development Corporation was selected through the Program Year (PY) 2022 Request for Proposal process to provide additional housing units targeting low-income households. In addition, Kingdom Community Development Corporation has served as the County's designated CHDO for over a decade and has been involved in expanding new affordable housing for both homebuyers and renters.

Community Development desires to enter into an agreement with Kingdom Community Development Corporation to construct six affordable housing units. Each unit will consist of 3 bedrooms and consist of

approximately 1,400 square feet. The project site is located between Elizabeth Street and Lee Street in Spring Lake. Community Development has funding of approximately \$900,000 for this project. Kingdom Community Development Corporation will use additional resources as leverage.

This project will meet the following objectives outlined in Community Development’s PY 2020-2024 Consolidated Plan (Five-Year Strategic Plan):

- Promote and assist in developing homeownership opportunities for low-and moderate-income households; and
- Promote and assist in the development of new affordable housing inventory for both rental and sales housing.

Once completed, the project will serve households with an income at or below 80% of the area median income.

RECOMMENDATION / PROPOSED ACTION

Community Development Staff recommends the following item be placed on the January 16, 2024 Board of Commissioners meeting agenda as a consent item:

- Approve the funding agreement with Kingdom Community Development Corporation in the amount not to exceed \$900,000.

ATTACHMENTS:

Description	Type
Funding Agreement with Kingdom CDC	Backup Material
Elizabeth Street Project - Photos	Backup Material

**FUNDING AGREEMENT BETWEEN
CUMBERLAND COUNTY COMMUNITY DEVELOPMENT
AND
KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

THIS AGREEMENT entered this ____ day of _____, 2023 by and between Cumberland County (herein called the "**County**") and Kingdom Community Development Corporation, a Community Housing Development Organization (herein called the "**CHDO**") located at 127 N. Main Street, Spring Lake, North Carolina.

WHEREAS, the County has received funds from the Department of Housing and Urban Development under the Home Investment Partnerships Program (HOME); and,

WHEREAS, the County wishes to engage the Community Housing Development Organization (CHDO) to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The CHDO will be responsible for administering funds in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Funds granted to the CHDO under the CHDO set-aside must meet the "own, develop, or sponsor" requirement in 24 CFR Part 92.

1. Phase II: Elizabeth Street Project – HOME funds will be utilized for the construction of six single-family homes located on the property of Elizabeth and Lee Streets in Spring Lake, North Carolina as part of a multi-phased affordable housing development project.
2. The dwelling units will be occupied by households with incomes at or below 80% of the Area Median Income established by HUD. The household must occupy the property as the family's principal residence. The household must receive housing counseling prior to purchasing a HOME-assisted unit.

B. Property Standards

The CHDO will ensure that all properties acquired, improved, or constructed with grant funds will meet the property standards identified in 24 CFR Part 92.251, the lead-based paint requirements in 92.355 and 24 CFR Part 35 upon completion of the project. In addition, the CHDO must construct all new homes using HUD's Energy Star Standards to lower utility bills, improve comfort, increase project value and reduce air pollution and improve the environment. The CHDO must also ensure that all projects be reviewed by an independent Energy Star Home Rater for each project completed as part of the certification process.

C. Performance Monitoring

The County will monitor the performance of the CHDO in accordance with the goals and performance standards required in the funding agreement. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CHDO within thirty (30) days after being notified by the County, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

All construction activities shall be completed no later than September 30, 2025. A final accounting for the expenditure of all County funds shall be submitted no later than October 31, 2025. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting.

III. PAYMENT OF EXPENSES

A. Project Expenses

Project expenses shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by the CHDO on forms specified by the County, and adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD Integrated Disbursement

Information System (IDIS) requirements. All such expenses shall be in conformance to the approved project budget. A budget revision and approval shall be required prior to payment of any expense not conforming to the approved project budget.

IV. BANKING REQUIREMENTS

The CHDO must maintain separate non-interest-bearing checking accounts for management of CHDO set-aside funds and project proceeds. The set-aside account should be called the HOME Investment Trust Account. The project proceeds account should be called the HOME Proceeds Account. In no way are these funds to be commingled with other resources/revenue of Kingdom Community Development Corporation.

V. FUNDING TERMS

A. Project Development Costs

The County will allocate up to \$900,000 in HOME funds towards the development of the eligible project. These funds will be provided as a grant to the CHDO to assist in the multi-phased development of eligible affordable housing projects, as further described in Paragraph I Scope of Services of this Agreement. The CHDO agrees to ensure that the properties acquired, improved, or constructed with HOME funds will meet the affordability standards as further described in Paragraph VIII.B of this agreement. The CHDO agrees to provide additional funds and resources necessary to leverage the total development cost of the project.

TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$900,000

B. Future HOME Set-Aside Funds

Continued funding to the CHDO for HOME eligible projects will be evaluated on an annual basis.

VI. PROCEEDS

A. Sale Proceeds

1. **Grantee Share:** Thirty percent (30%) of the net sales proceeds from units developed or improved with HOME funds shall be returned to the Grantee. The CHDO shall return thirty percent (30%) of said proceeds to the Grantee within thirty (30) days from the date of closing.
2. **CHDO Share:** The CHDO shall retain seventy percent (70%) of the proceeds from the sale of any property developed or improved by the CHDO with HOME funds. The balance of the sales proceeds retained must be used for HOME eligible activities for low-income families, pursuant to 24 CFR 92.205 (Eligible Activities) and 24 CFR 92.206 (Eligible Project Costs) of the HOME Investment Partnership Program Final Rule. The CHDO further agrees that the proceeds derived from the sale of any property developed or improved by the CHDO with HOME funds shall be expended within 24 months after receipt on HOME eligible activities. All proceeds not expended 24 months after receipt will revert back to the County. All unused proceeds will be returned to the County within 30 days following termination of this agreement.

B. Rental Proceeds

The CHDO will retain all proceeds from the rental properties for the purpose of maintenance of the affordable housing units. The CHDO will provide annually an income expense pro forma for each year and in total during the affordability period of the rental project.

VII. NOTICES

Communications and details concerning this Agreement will be directed to the following contract representatives:

Delores (Dee) Taylor, Director
Cumberland County Community Development
P.O. Box 1829
Fayetteville, NC 28302
(910) 323-6112
(910) 323-6114 FAX

James C. Manning, Executive Director
Kingdom Community Development Corporation
127 N. Main Street
Spring Lake, NC 28390
(910) 436-2426
(910) 436-2429 FAX

VIII. PROJECT REQUIREMENTS

A. The CHDO will ensure that all activities undertaken meet the HOME funding requirements as spelled out in 24 CFR Part 92.

B. The CHDO will take full responsibility for ensuring that housing assisted with HOME funds meets the affordability requirements of 24 CFR Part 92.252 (Qualifications as affordable housing: Rental Housing) and 24 CFR Part 92.254 (Qualifications as affordable housing: Homeownership), as applicable. The period of affordability is based on the amount of HOME funds invested in the property, as indicated below:

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per units amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20
Homeownership Assistance Home Amount per unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

The sales price must be affordable to a reasonable range of low-income homebuyers (without exceeding 33 percent of gross income) and as determined by a recent market analysis. The CHDO will ensure that the properties continue to meet the affordability period by including a Declaration of Deed Restriction and Written Recapture Agreement in all documents transferring ownership of the property. If the project is owner-occupied, the CHDO shall ensure that any Promissory Notes and Mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the CHDO will monitor each unit for principal residency in compliance with 24 CFR 92.254(a)(3). If the property acquired/improved with HOME funds fails to meet the affordability period as described above, the County will implement its Recapture Provision, as further described in Exhibit I to this Agreement and incorporated herein by reference. If the property is sold through a lease-purchase agreement, the CHDO will ensure compliance with 24 CFR 92.254(a)(ii)(7).

C. The CHDO agrees that the properties not sold to an eligible homebuyer within six months of construction completion by receiving a certificate of occupancy will be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units. The CHDO agrees to enforce the period of affordability in accordance with 24 CFR 92.252.

The County shall provide the CHDO with the initial rents to be charged. Any increase in initial rents and any subsequent increases during the time of term of the affordability period must be approved in writing by the County prior to implementation. The County reserves the right to reduce the contract rents in the event that the HOME Program Rent Limits are lowered during the term of affordability period. Gross rents must at all time remain below the maximum HOME Program Rent Limits established annually by HUD, as required pursuant to 24 CFR 92.252. If the CHDO does not meet the conversion and affordability requirements as stated, the CHDO shall be required to repay HOME funds.

D. The CHDO certifies that the activities carried out with CDBG funds, if applicable, shall meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(C). As a part of meeting this National Objective, the CHDO shall ensure that it verifies the income of each of its clients in a manner consistent with the Section 8 definition of income, as defined in 24 CFR 570.3.

E. The CHDO will conduct annual on-site maintenance inspections of any rental housing acquired with CHDO funds to determine compliance with the Section 8 Housing Quality Standards (HQS) and the HOME Program requirements. These inspections will be conducted for each unit until expiration of the period of affordability for the HOME assisted unit. Community Development Housing Services staff will perform inspections until such time as CHDO staff has been properly trained by Community Development staff in conducting Section 8

HQS inspections. Following training, inspections shall be the responsibility of the CHDO but will only be relinquished to the CHDO when the Community Development Director has reasonably determined that CHDO staff has been adequately trained.

F. The CHDO will be responsible for complying with the provisions of this Agreement even when the CHDO designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement.

G. The CHDO will comply with all lawful requirements of the County necessary to ensure that the program is carried out in accordance with the CHDO's certifications including certifications of assumption of labor standards responsibilities outlined in 24 CFR Part 92.

H. The employees, agents, or officials of the CHDO, including members of the governing body, who exercise any function or responsibility with respect to the program, or their immediate family members, during the tenure of the subject person or for one year thereafter, will have no direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. The same prohibition will be incorporated in all such contracts and subcontracts.

I. The assistance provided under this Agreement will not be used by the CHDO to pay a third party to lobby the County for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the County required under this Agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs. No fees for these services will be paid until invoices are submitted by the CHDO and reviewed for approval by the Community Development Director.

J. The CHDO will reimburse the County for any amount of HOME funds determined by the County to have been improperly expended.

K. The CHDO will notify the County in writing of any changes in its 501(c)(3) tax exempt status throughout the specified period of affordability, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a CHDO as provided under 24 CFR Part 92. Any change in effective control of the ownership or management of the CHDO shall require prior written approval of the County. The CHDO will not be relieved of any of the requirements, duties or obligation of this Agreement unless the County consents in writing.

L. The CHDO agrees to repay, remit or return to the County any amount of remaining HOME funds provided under this Agreement, if the County determines that the CHDO does not have the capacity to carry out its HOME program on schedule or in a timely matter. The CHDO will have thirty (30) days to cure identified deficiencies or to submit a plan of corrective action acceptable to Community Development. Upon failure of the CHDO to comply, the County will provide a written determination of capacity to the CHDO ten (10) days prior to any request to remit, return or repay the HOME funds.

M. The CHDO must meet the per unit subsidy limits as required by 24 CFR 92.250.

N. The CHDO will comply with the conditions of 24 CFR 92.257 regarding primary religious organizations.

IX. GENERAL CONDITIONS

A. General Compliance

The CHDO agrees to comply with the requirements of 24 CFR Part 92 [the HOME Investment Partnership Program (HOME)] as well as 24 CFR Part 570 [Community Development Block Grant (CDBG) Program, if applicable]. The CHDO also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, the CHDO will comply with all legal requirements for payment of unemployment compensation, FICA, workers compensation insurance, and retirement, life and/or medical insurance as applicable for the CHDO's employees, and the County will have, and assumes, no responsibility or liability, therefore.

C. Hold Harmless

The CHDO will hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the CHDO's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The CHDO will provide Workers' Compensation Insurance for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The CHDO will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. The CHDO will comply with the bonding and insurance requirements of 2 CFR Part 200.

F. Debarred / Suspended

The CHDO must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.

G. County Recognition

The CHDO will insure recognition of the role of the County in providing services through this contract. All activities, facilities and items utilized pursuant to this contract will be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds under this Agreement.

H. Amendments

The County or the CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County's governing body. Such agreements will not invalidate this Agreement, nor relieve or release the County or CHDO from its obligations under this Agreement. The County may, at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by the written amendment signed by both County and CHDO.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1A above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this Agreement will, at the option of the County, become the property of the County, and the CHDO will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The County may also suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the CHDO ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen percent

(15%) of said contract funds until such time as the CHDO is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

J. Agency and Authority

The COUNTY hereby designates the Director of Cumberland County Community Development as its exclusive agent with respect to this Agreement. The Director is authorized, on behalf of the COUNTY, to negotiate directly with the CHDO on all matters pertaining to this Agreement. The CHDO agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement will be exclusively with the same Director. Further, the CHDO specifically agrees that it will not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

X. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The CHDO will maintain all records required by the Federal regulations specified in 24 CFR 92.508 and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken are eligible under the HOME and CDBG programs;
- c. Records documenting long-term affordability;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME and CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME & CDBG program; and
- f. Financial records as required by 24 CFR Part 92 and 24 CFR Part 570, and 2 CFR Part 200.

2. Retention

The CHDO will retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract will be retained for five (5) years after the CHDO has received final payment. Notwithstanding the above, if there is/are litigation, claims, audits, negotiations or other activities that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Property Records

The CHDO will maintain a real property inventory that identifies properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the affordability restrictions as specified in 24 CFR Part 92.252 or 92.254, as applicable.

4. Close Outs

The CHDO's obligation to the County will not end until all closeout requirements through the Integrated Disbursement and Information System (IDIS) are completed. Activities during this close-out period will include, but are not limited to, making final payments, tracking un-spent cash advances, proceeds balances, accounts receivable, and determining the custodianship of records.

5. Audits & Inspections

The Subrecipient agrees to have an annual agency audit conducted in accordance with 2 CFR part 200. If the Subrecipient does not meet the threshold requirements for an annual audit in accordance with 2 CFR part 200, the Subrecipient will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The Grantee will send written notice of any deficiencies to the Subrecipient within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Payment Procedures

The County will pay the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with the activities described in Paragraph I Scope of Services of this Agreement and the following standards:

- a. **Payment of Expenses:** The CHDO will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the County for payment. The CHDO's Executive Director will submit all requests for payment with a cover memorandum consistent with the County's policy and the following source documentation:
- b. **Payroll Expenses:** All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the County) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the CHDO will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked, the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.
- c. **Other Expenses:** All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as the date and check number documenting payment of the expense by the CHDO (or a copy of the check will suffice). The invoice / receipt should indicate the date the expense was incurred, the name of the CHDO (if applicable), and the amount of the expense.
- d. **Documentation of Expenditure of Proceeds:** To document the expenditure of CHDO proceeds committed to the eligible HOME projects of this Agreement, the CHDO will submit copies of all invoices for eligible expenses paid from the CHDO proceeds. These copies will be submitted to the County within 30 days after payment of the expense. A cover memorandum should accompany the documentation indicating the name of the project that the expense was made for in accordance with this agreement.
- e. **Frequency:** The CHDO will submit requests for payment of eligible expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. The County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the CHDO.

2. Progress Reports

- a. Quarterly Reports - The CHDO will submit the following reports (if applicable) to the County on a quarterly basis:
- (i) Program Income Report – This report will include the program income, if applicable, (rents, fees, etc.) collected for the quarter, the expenses that were paid from that income; and the balance on hand. The report should also have attached copies of bills paid for eligible expenses as supporting documentation.
 - (ii) Project Inventory Report – This report will include the activities conducted to date to locate a project site, the number of units acquired/constructed, location of units acquired; the cost per unit, rehabilitation/construction costs, and the schedule for when the rehabilitation/construction will be completed and the unit leased/sold.
 - (iii) HOME Rental Project Activity Report for any project involving the acquisition or rehabilitation of rental housing;
 - (iv) Project Proceeds Report –This report details the amount of proceeds collected during the period, the amount currently on hand, and the amount expended on eligible home activities. This report should also include details on the nature of the expense and including copies of bills and/or invoices to document the expense.
 - (v) Bank Statements showing all activity for the Project Proceeds bank account during the report period.
 - (vi) Budget Activity Report.

All quarterly reports are due to the County by October 15th, January 15th, April 15th and July 15th.

3. Project Set Up and Completion

The CHDO will provide information to the County on the proposed activities of projects for set-up in IDIS, ten (10) days prior to CHDO obligation of any funds. The CHDO will provide project completion records to the County no later than fifteen (15) days after the final expenditure on the project has been made. The County will provide all required forms to the CHDO. The CHDO will spend its total allocation of HOME funds on eligible housing activities by the end of the fifth year or less after its project has been entered into IDIS or it must remit the remaining funds to the United States Treasury.

D. Procurement

1. Compliance

The CHDO will comply with current County policy concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets, including but not limited to, unexpended proceeds, will revert to the County upon termination of this contract. If this Agreement is terminated during the first twelve (12) months, all personal property acquired with HOME funds will revert to the County.

2. Other Standards

The CHDO will procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and will subsequently follow Subpart C, Sections .30-.37, Property Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

E. Other Program Requirements

The CHDO agrees to comply with the following requirements of 24 CFR Part 92, Subpart H:

- 1. The federal requirements regarding nondiscrimination established in 24 CFR 92.350;
- 2. If the project contains five (5) or more HOME assisted units, the CHDO agrees to comply with the Affirmative Marketing responsibilities as enumerated by the County in accordance with 24 CFR 92.351;
- 3. Any displacement, relocation, and acquisition requirements imposed by the County consistent with 24 CFR 92.353;
- 4. The employment and contracting requirements in 24 CFR 92.354;

5. The conflict-of-interest provisions prescribed in 24 CFR 92.356(f); and
6. The consultant activities provision prescribed in 24 CFR 92.358.

XI. MISCELLANEOUS

A. Merger Clause

This Agreement, including the exhibits and attachments made herein, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

B. Non-appropriation Clause

If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The County will give the CHDO written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program.

C. Environmental Review Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Cumberland County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

D. 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. 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.

XII. INCORPORATED DOCUMENTS

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I - Recapture Provision;
- Exhibit II – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

COUNTY OF CUMBERLAND, NC

ATTEST:

By: _____
Clerk to the Board of
County Commissioners

By: _____
Cumberland County Board Chair Date

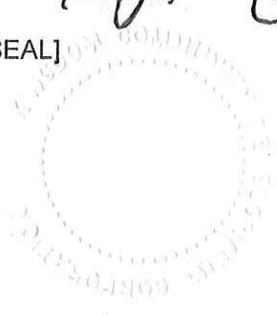
[OFFICIAL SEAL]

KINGDOM COMMUNITY
DEVELOPMENT CORPORATION

By: Mary King
Secretary

By: Bill King 11/13/23
Chair Date

[SEAL]



PRE-AUDIT CERTIFICATE:

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

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Finance Director Date

By: _____
County Attorney's Office Date
Agreement Expires:
(X) Renewable
() Non-Renewable

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Isaceli De Jesus, a Notary Public of the County and State aforesaid, certify that Mary H. King, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of KINGDOM COMMUNITY DEVELOPMENT CORPORATION, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this 13th day of November, 2023.

Isaceli de Jesus
Notary Public

My Commission Expires: 10/27/2024



EXHIBIT I

CUMBERLAND COUNTY COMMUNITY DEVELOPMENT RECAPTURE PROVISION

Recapture provision allows a homebuyer to sell their property to any willing buyer, the sale of the property during the affordability period triggers repayment of any direct HOME subsidy received by the original homebuyer when he/she purchased the home.

In accordance with the applicable homeownership recapture provisions outlined in 24 CFR Part 92.254(a)(5)(ii), Cumberland County shall enforce recapture provisions where HOME funds are provided as a direct subsidy to the homebuyer as down payment and/or purchase price assistance. The County requires the recapture of the entire amount of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage and any closing costs. To the extent that the net proceeds are available at closing, the principal balance of the HOME funds is due and payable. Under no circumstances will the County recapture more than is available from the net proceeds of the sale. In the event that net proceeds exceed the amount necessary to repay the County HOME funds, excess proceeds may be paid to the original homebuyer once HOME funds have been repaid to the County.

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period, the homebuyer obtains a redemptive ownership interest in the property the affordability restrictions will be revived according to the original terms.

The recapture provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written recapture agreement, and/or other similar mechanisms.

EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kingdom CDC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Billy R. King
Signature of Contractor's Authorized Official

Billy R. King Bd. Chair
Name and Title of Contractor's Authorized Official

11/13/23
Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed \$150,000.

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

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland “Anti-Kickback” Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12.”

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

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

ELIZABETH STREET PROJECT
by Kingdom Community Development Corporation



ELIZABETH STREET PROJECT
by Kingdom Community Development Corporation

New Homeowner





PLANNING AND INSPECTIONS DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 6/5/2023

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM 2024 TITLE VI
PROGRAM PLAN**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

BACKGROUND

To satisfy compliance requirements of the North Carolina Department of Transportation and the Federal Transit Administration, Cumberland County must have an adopted Title VI Program Plan. The plan states that it is the policy of the Cumberland County Community Transportation Program (CTP) to ensure that no person shall, on the grounds of race, color, sex, age, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related non-discrimination Civil Rights laws and authorities.

The Plan template has been developed and reviewed by NCDOT-IMD and the NCDOT Office of Civil Rights to guide CTP in its administration and management of Title VI-related activities conducted by both the Cumberland County CTP and its contractors.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners place this item on the January 16, 2024 Board of Commissioners meeting consent agenda for approval of the Community Transportation Program 2024 Title VI Program Plan.

ATTACHMENTS:

Description

CTP 2024 Title VI Program Plan

Type

Backup Material

Cumberland County Community Transportation



Presented to the
Board of Commissioners
January 16, 2024

Title VI Program Plan



Left Blank intentionally

TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Cumberland County Board of Commissioners, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Cumberland County Board of Commissioners, have **reviewed and hereby adopt** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Cumberland County Community Transportation Program services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Signature of Authorizing Official

DATE

Table of Contents

Title VI Nondiscrimination Agreement	6
1.0 Introduction	7
2.0 Description of Programs and Services	7
2.1 Program(s) and Services Administered.....	7
2.2 Funding Sources / Tables.....	8
2.3 Decision-Making Process.....	8
2.4 Title VI Coordinator.....	9
2.5 Change of Title VI Coordinator and/or Head of Decision-making Body.....	9
2.6 Organizational Chart.....	9
2.7 Subrecipients.....	10
3.0 Title VI Nondiscrimination Policy Statement	11
4.0 Notice of Nondiscrimination	12
5.0 Procedures to Ensure Nondiscriminatory Administration of Programs and Services	13
6.0 Contract Administration	14
6.1 Contract Language.....	15
6.2 Nondiscrimination Notice to Prospective Bidders.....	16
7.0 External Discrimination Complaint Procedures	17-18
Discrimination Complaint Form.....	19-20
Discrimination Complaints Log.....	21
Investigative Guidance.....	22
SAMPLE Investigative Report Template	23
8.0 Service Area Population Characteristics	24
8.1 Race and Ethnicity.....	24
8.2 Age & Sex.....	24
8.3 Disability.....	25
8.4 Poverty.....	26
8.5 Household Income.....	27
8.6 Limited English Proficiency Populations	27
8.7 Population Locations	27
9.0 Title VI Equity Analyses (and Environmental Justice Assessments)	28
10.0 Public Involvement	29
10.1 Introduction.....	29
10.2 Public Notification.....	29

10.3 Dissemination of Information	29
10.4 Meetings and Outreach	30
10.5 Limited English Proficiency	31-34
10.6 Demographic Requests	35
10.7 Key Community Contacts.....	36
10.8 Summary of Outreach Efforts Since the Last Title VI Program Submission	36
11.0 Staff Training	37
12.0 Nonelected Boards and Committees – By Race and Gender	37
13.0 Record-Keeping and Reports	38
Appendices	39
Appendix A – Applicable Nondiscrimination Authorities.....	39
Appendix B – Organizational Chart	40
Appendix C– NCDOT’s Transit Review Checklist.....	41

TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

In accordance with DOT Order 1050.2A, the Cumberland County Community Transportation Program assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the Cumberland County Community Transportation Program.

Further, the Cumberland County Community Transportation Program hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Accountable Executive of the Cumberland County Community Transportation Program.
2. Issue a policy statement, signed by the Account Executive of the Cumberland County Community Transportation Program of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of the Accountable Executive.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Glenn Adams/Chairman

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

The Cumberland County Community Transportation Program is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). The Cumberland County Community Transportation Program establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered Cumberland County Community Transportation Program and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

The Cumberland County Community Transportation Program provides public transportation options to its customers within Cumberland County, North Carolina. The goals and objectives of the project are to provide safe, dependable, accessible and affordable transportation through a demand response service for the un-met medical and non-medical needs of the elderly/disabled and general public of the rural and urban areas (as defined by the Census) within Cumberland County. The local community college as well as many of the job opportunities are located within the urbanized area. However, the residents live in part of the urbanized area which falls outside of the City’s bus service area. For residents to access these opportunities, as defined in the local coordinated human service transportation plan, our program is necessary. Appointments are required to reserve a ride and the contact number is 910-678-7619. Transportation will be provided on all holidays except Christmas and New Year’s.

Type of Service	Days of week	Times	Fare (if applicable)
5310 (Transportation for Elderly Persons and Persons with Disabilities)	Monday through Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
EDTAP	Monday through Friday	05:00 AM – 08:00 PM	NO FARE
EMPLOYMENT	Monday through Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
RGP	Monday through Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
AAA MEDICAL	Monday through Friday	05:00 AM – 08:00 PM	NO FARE
AAA GENERAL	Monday through Friday	05:00 AM – 08:00 PM	NO FARE

2.2 FUNDING SOURCES / TABLES

For the purpose of federally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds.
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during the past year, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5307 (Urbanized Area Formula)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually
5310 (Transportation for Elderly Persons and Persons with Disabilities)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually
5311 (Formula Grants for Other than Urbanized Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually
Other: ROAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually

2.3 DECISION-MAKING PROCESS

The Cumberland County Community Transportation Program provides public transportation options to its customers within Cumberland County, North Carolina. The final decisions and program documents are presented to the TAB which is a locally formed advisory group based on the guidelines and requirements of NCDOT/PTD. The Cumberland County Board of Commissioners and the TAB are obligated to ensure that the policies and plans it approves and administers do not intentionally or unintentionally discriminate against any person. The Cumberland County Board of Commissioners and the TAB/Governing Board are presented with the plans to approve prior to each submission to NCDOT. The plan/program documents include an acknowledgment page for Board approval. A copy of the official Board resolution or meeting minutes will also be provided as evidence that the plan has been adopted.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12
County Board of Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for the Cumberland County Community Transportation Program and is empowered with sufficient authority and responsibility to implement the Title VI Nondiscrimination Program:

Name: Lashonda Cherry-Crawford
Official Title: Transportation Program Coordinator
Address: 130 Gillespie Street, Rm 217
Phone: 910-678-7624
Email: lcrawford@cumberlandcountync.gov

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.5 CHANGE OF TITLE VI COORDINATOR OR ACCOUNTABLE EXECUTIVE

If Title VI Coordinator or Accountable Executive changes, this document and all other documents that name the Coordinator or Accountable Executive, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Title VI Coordinator or Accountable Executive.

2.6 ORGANIZATIONAL CHART

The Cumberland County Community Transportation Program employs staff and contracts with transportation providers. The program consists of the following County and Contracted job categories:

- Executive Director
- Operations Coordinator (AE)
- Finance Coordinator
- Administrative Assistants
- Lead Dispatcher
- Dispatchers (Contract)
- Scheduler
- Lead Driver (Contract)
- Drivers (Contract)

An organizational chart showing the Title VI Coordinator Accountable Executive's place within the organization is in **Appendix B**.

2.7 SUBRECIPIENTS

The Cumberland County Community Transportation Program does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of the Cumberland County Community Transportation Program, as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Lashonda Cherry-Crawford, Title VI
Coordinator (AE)

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation–Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Title VI Coordinator/ Accountable Executive of the Cumberland County Community Transportation Program and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist’s desk, in meeting rooms, at transit stops, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- The Cumberland County Community Transportation Program operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with the Cumberland County Community Transportation Program.
- For more information on the Cumberland County Community Transportation Program's civil rights program, and the procedures to file a complaint, please contact Lashonda Cherry-Crawford at .-678-6724, (TDD/TTY 910-678-7659); email: lcrawford@cumberlandcountync.gov; or visit our administrative office at 130 Gillespie Street Rm 217, Fayetteville NC 28301. For more information, visit <https://cumberlandcountync.gov/ctp>.
- If information is needed in another language, contact 800-522-0453.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside/on our vehicles.
- Ads in newspapers and other publications shall include the following: "The Cumberland County Community Transportation Program operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on the Cumberland County Community Transportation Title VI program or how to file a discrimination complaint, please contact 910-678-7624; lcrawford@cumberlandcountync.gov."
- The statement will be posted or provided in languages other than English, when appropriate.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. The Cumberland County Community Transportation Program will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of The Cumberland County Community Transportation Program are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Lashonda Cherry-Crawford at 130 Gillespie Street, Rm 217, Fayetteville NC 28301 – 910-678-7624. or lcrawford@cumberlandcountync.gov.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the Cumberland County Community Transportation Program Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of the Cumberland County Community Transportation Program's, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

The Cumberland County Community Transportation Program ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. The Cumberland County Community Transportation Program and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of

persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Cumberland County Community Transportation Program, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by The Cumberland County Community Transportation Program to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to The Cumberland County Community Transportation Program programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- The Cumberland County Community Transportation Program, Lashonda Cherry-Crawford, 130 Gillespie Street Rm 217, Fayetteville NC 28301, 910-678-7624 or by email at lcrawford@cumberlandcountync.gov
 - **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453
 - **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
 6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM
DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with the Cumberland County Community Transportation Program, within 180 days after the discrimination occurred.

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:		City	State	Zip
Home Telephone:	Work Telephone:	E-mail Address		

Identify the Category of Discrimination:

RACE COLOR NATIONAL ORIGIN SEX
 CREED (RELIGION) DISABILITY LIMITED ENGLISH PROFICIENCY AGE

**NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.*

Identify the Race of the Complainant

Black White Hispanic Asian American
 American Indian Alaskan Native Pacific Islander Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. **(Attach additional page(s), if necessary).**

The law prohibits intimidation or **retaliation** against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- NC Department of Transportation _____
- Federal Transit Administration _____
- US Department of Transportation _____
- US Department of Justice _____
- Federal or State Court _____
- Other _____

Have you discussed the complaint with any Cumberland County Community Transportation Program representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:
CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM
130 GILLESPIE STREET, ROOM 217
FAYETTEVILLE NC 28301
910-678-7624

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: NCDOT FTA Date Referred: _____

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

Cumberland Community Transportation Sample Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable
Name, Address, Phone: 999-999-9999

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

III. APPLICABLE LAW/REGULATION

[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53]]

IV. COMPLAINT BASIS/(ES)

[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability]]

V. ISSUES/ALLEGATIONS

[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, creed, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]

Issue #1 – Complainant alleges that transit system failed to inform minority communities of rate increases.

Issue #2 – Complainant alleges that transit system has not sufficiently publicized or held public meetings to share information regarding fare increases and route changes that impacts low-income and minority citizens.

VI. BACKGROUND

[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]

VII. INVESTIGATIVE PROCEDURE

[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]

VIII. ISSUES / FINDINGS OF FACT

[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

IX. CONCLUSION

[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

X. RECOMMENDED ACTIONS

[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table P9, B03001 Race and Hispanic or Latino Origin: 2020:

Race and Ethnicity	Number	Percent
Total Population	334,728	100
White	141,912	42.4
Black or African American	127,610	38.1
American Indian or Alaska Native	5,556	1.7
Asian	9,173	2.7
Native Hawaiian and Other Pacific Islander	1,454	0.4
Some other Race	15,833	4.7
Two or More Races	33,190	9.9
HISPANIC OR LATINO (of any race)	40,081	12
Mexican	14,004	4.2
Puerto Rican	13,438	4.0
Cuban	763	0.2
Other Hispanic or Latino	11,876	3.5

8.2 AGE & SEX

The following table was completed using data from Census Table S0101, Age Groups and Sex: 2020:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	334,562	166,102	168,460	100%	100%	100%
Under 5 years	25,266	12,830	12,436	7.6	7.7	7.4
Under 18 years	82,782	41,963	40,819	24.7	25.3	24.2
18 to 64 years	251,780	124,139	127,641	75.3	74.7	75.8
65 years and over	39,910	16,831	23,079	11.9	10.1	13.7
Median Age	31.4	29.0	34.2			

8.3 DISABILITY

The following table was completed using data from Census Table S1810, Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	301,987	1,274	50,485	1,438	16.7	0.5
Population under 5 years	25,264	74	310	206	1.2	0.7
Population 5 to 17 years	57,289	105	4,466	433	7.8	0.8
Population 18 to 34 years	75,326	1,174	7,142	624	9.5	0.8
Population 35 to 64 years	105,014	594	21,689	964	20.7	0.9
Population 65 years to 74 years	23,443	140	8,208	533	35.0	2.3
Population 75 years and over	15,651	189	8,670	433	55.4	2.7
SEX						
Male	137,532	1,109	26,452	959	17.9	0.7
Female	164,455	551	25,811	1022	15.7	0.6
RACE AND HISPANIC OR LATINO ORIGIN						
White	141,470	1,601	24,452	977	17.3	0.7
Black or African American	118,021	1,245	20,835	902	17.7	0.8
American Indian and Alaska Native	3,969	369	851	174	21.4	4.0
Asian	7,650	513	729	166	9.5	2.1
Native American and Other Pacific Islander	983	171	111	61	11.3	6.5
Some other Race	8,850	767	1,341	297	15.2	3.4
Two or more races	21,044	1568	2,166	346	10.3	1.6
Hispanic or Latino	34,358	34,358	568	568	12.3	1.6

8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	317,261	1,239	59,484	2,921	18.7%	0.9
AGE						
Under 18	81,126	517	21,242	1,453	26.2%	1.8
18 to 64	197,041	1,225	33,599	1,225	17.1%	0.9
65 years and over	39,094	226	4,643	495	11.9%	1.3
SEX						
Male	152,032	1,004	25,422	1,639	16.7%	1.1
Female	165,229	519	34,062	1,582	20.6%	1.0
RACE AND HISPANIC OR LATINO ORIGIN						
White	152,224	1,647	21,133	1,773	13.9%	1.2
Black or African American	120,312	1,182	28,593	2,164	23.8%	1.7
American Indian and Alaska Native	3,946	384	1,146	244	29%	5.6
Asian	8,212	507	1,162	361	14.2%	4.2
Native Hawaiian and Other Pacific Islander	1,057	165	258	153	24.4%	13.3
Some other Race	9,426	895	2,260	545	24%	5.3
Two or more races	22,084	1,570	4,932	745	22.3%	2.8
Hispanic or Latino	37,321	570	7,778	998	20.8%	2.7
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	26,398	1,949	N/A	N/A	N/A	N/A
125 percent of poverty level	78,315	2,836	N/A	N/A	N/A	N/A
150 percent of poverty level	94,586	2,976	N/A	N/A	N/A	N/A
185 percent of poverty level	119,844	3,038	N/A	N/A	N/A	N/A
200 percent of poverty level	131,285	2,909	N/A	N/A	N/A	N/A

8.5 HOUSEHOLD INCOME

The following table was completed using data from Census Table S1901, Income in the Past 12 Months (In 2020 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	127,532	812
Less than \$10,000	8.4 %	0.6
\$10,000 to \$14,999	5.7%	0.5
\$15,000 to \$24,999	10.8%	0.6
\$25,000 to \$34,999	11.7%	0.6
\$35,000 to \$49,999	15%	0.7
\$50,000 to \$74,999	19.3%	0.8
\$75,000 to \$99,999	12%	0.7
\$100,000 to \$149,999	11%	0.6
\$150,000 to \$199,999	3.5%	0.3
\$200,000 or more	2.6%	0.3
Median income (dollars)	48,177	975
Mean income (dollars)	62,751	1,210

8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	309,296	+/-74	100%	(X)
Speak only English	273,490	+/- 846	88.4 %	+/- 0.5%
Spanish or Spanish Creole:	22,099	+/- 964	7.1 %	+/- 0.3%
Speak English "very well"	16,155	+/- 811	73.1%	+/- 2.6%
Speak English less than "very well"	5944	+/-671	26.9%	+/- 2.6%
Other Indo-European Languages	5,664	+/-739	1.8%	+/-0.2 %
Speak English "very well"	4,547	+/-613	80.3%	+/- 4.7%
Speak English less than "very well"	1,117	+/-323	19.7%	+/-4.7 %
Asian and Pacific Island Languages	6,379	+/- 528	2.1%	+/- 0.2%
Speak English "very well"	3,348	+/-417	52.5%	+/- 5.0%
Speak English less than "very well"	3,031	+/-407	47.5%	+/- 5.0%

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how Cumberland County Community Transportation Program will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent and continuous engagement by the public.
- Use of social media and other resources as a way to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated policies and procedures respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT’s LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program.
- (3) The nature and importance of the program, activity, or service provided by the recipient to people’s lives; and
- (4) The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	309,296	+/-74	100%	(X)
Speak only English	273,490	+/- 846	88.4 %	+/- 0.5%
Spanish or Spanish Creole:	22,099	+/- 964	7.1 %	+/- 0.3%
Speak English "very well"	16,155	+/- 811	73.1%	+/- 2.6%
Speak English less than "very well"	5944	+/-671	26.9%	+/- 2.6%
Other Indo-European Languages	5,664	+/-739	1.8%	+/-0.2 %
Speak English "very well"	4,547	+/-613	80.3%	+/- 4.7%
Speak English less than "very well"	1,117	+/-323	19.7%	+/-4.7 %
Asian and Pacific Island Languages	6,379	+/- 528	2.1%	+/- 0.2%
Speak English "very well"	3,348	+/-417	52.5%	+/- 5.0%
Speak English less than "very well"	3,031	+/-407	47.5%	+/- 5.0%

Cumberland County Community Transportation Program (CTP) examined the 2020 American Community Survey Estimates and was able to determine that one significant language usage population exists which speaks a language other than English and that population is Spanish or Spanish Creole. Census estimates shows a higher percentage of the Spanish or Spanish Creole that speak very well from the total population and speak English less than very well than any of the other languages. CTP evaluated non-English speakers in the counties that make up the Metropolitan Area (Cumberland, portions of Harnett and Hoke).

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

The frequency with which LEP individuals are likely to come in contact with the program who speak English less than very well as defined in the Census is documented on page 31. The data states that more than 1,000 Spanish or Spanish Creole citizens speak less than very well English. Reasonable attempts will be made to accommodate these citizens and any persons encountered who require written translation or oral interpretation services. If an individual's LEP, we will work with the individual to ensure they receive the needed transportation service.

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

The goals and objectives of the project are to provide safe, dependable, accessible and affordable transportation through a demand response service for the unmet non-medical needs of the elderly/disabled and general public of the urban areas (as defined by the Census) within Cumberland County. The local community college as well as many of the job opportunities are located in the urbanized area and part of this urbanized area falls outside of the City's service area. In order for these residents to access these opportunities as defined in the local coordinated human service transportation plan, 5310 funding is necessary. The LEP data states that more than 1,000 Spanish or Spanish Creole citizens speak less than very well English. Reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service.

Factor #4: *The resources available to the recipient and costs.*

The Cumberland County Transportation Program will be administering the project as well as other DOT funded transportation to users of the system to have the opportunity to get to and from work, school or medical and other non-medical needs safely and at a low cost of \$2.50 per one way trip or no cost for some destinations. The frequency with which LEP individuals are likely to come in contact with the program who speak English less than very well as defined in the Census is documented on page 31. These individuals will receive reasonable efforts to provide translation or interpreting services to assist them and to ensure they receive the needed transportation services. Reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services. There are variety of resources that are available to clients such as Cumberland County Social Services and Health Department, Google translator is a free resource that CTP uses to translate and interpret writing and verbal information. CTP is continually exploring options for the best methods of delivering information and meeting the transit needs of all LEP persons and Cumberland County residents.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. Our Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). Reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan. When needed, surveys will be translated into languages other than English. We will continue to provide our Notice to the Public in English and Spanish and provide when needed vital documents such as complaint sheets, policy statement for LEP when necessary.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into Spanish that meet the safe harbor threshold in Factor 1.
- Vital documents—such as brochures with service times and routes—are translated into Spanish and available in our facility.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.
 - Spanish: When written interpretation/translation is needed, Cumberland County Community Transportation Program staff may contact an interpreter at either Cumberland County Health Department or Cumberland County Department of Social Services for assistance. All Cumberland County Community Transportation Program legal notices, public notices, and agency brochures are printed in both English and Spanish.

Specific Measures by Language Group –

- Spanish: Cumberland County Transportation will provide the following: Brochures and flyers, etc. in Spanish which are available in our facility since that has been found to be the most dominant 2nd Language.
- Asian and Pacific Island brochures and flyers, etc. upon request.

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with a speak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements ([Section 5.0](#)) and basic Title VI trainings ([Section 11.0](#)).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

The Cumberland County Transportation Program is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<p>National Origin: (if born outside the U.S.)</p> <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
<p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	<p>Age:</p> <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
<p>Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>I choose not to provide any of the information requested above: <input type="checkbox"/></p>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Cumberland County Transportation Program at 910-678-7624 or by email at lcrawford@cumberlandcountync.gov

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects "*I choose not to provide any of the information requested above,*" this will be accepted as a **completed** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

11.0 Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Alinda Bailey	Emergency Services	All county residents	Yes
Kristina Clifton	Service Source	Sheltered Workshop	Yes
Eloise Gardner	Council of Older adults	All county residents	No
Antonette Wiggins	Dialysis Center Representative	All county residents	Yes
Ashley Patterson	Dept. of Social Services	Human Services	Yes
Tiffany Neal	Fayetteville Area of Transit (FAST)	Transit Director	Yes
Carla Smith	Mid Carolina Council of Governments	All county residents	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

Contact information for key community contacts can visit our county website at <http://cumberlandcountync.gov/ctp>

or

[https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/fampo-\(fayetteville-area-metropolitan-planning-organization\)/ctp](https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/fampo-(fayetteville-area-metropolitan-planning-organization)/ctp)

or contact the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document Cumberland County Transportation Program outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
2 nd Tuesday of the following months: January, April, July, October	10:00 AM	Transportation Advisory Board Quarterly Meeting	TAB Board Members, and General Public	Various information provided such as updates on program current and past spending, grants, title VI, events, and any other information pertaining to the program.
Varies – once a year	9:30am	Senior Health Fair	Citizens of Cumberland County/Seniors & People with disabilities	Brochures/Program information

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population	17	83	25	75	N/A	N/A	N/A	N/A
Transit Advisory Board	2	10	3	9	0	0	0	0

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

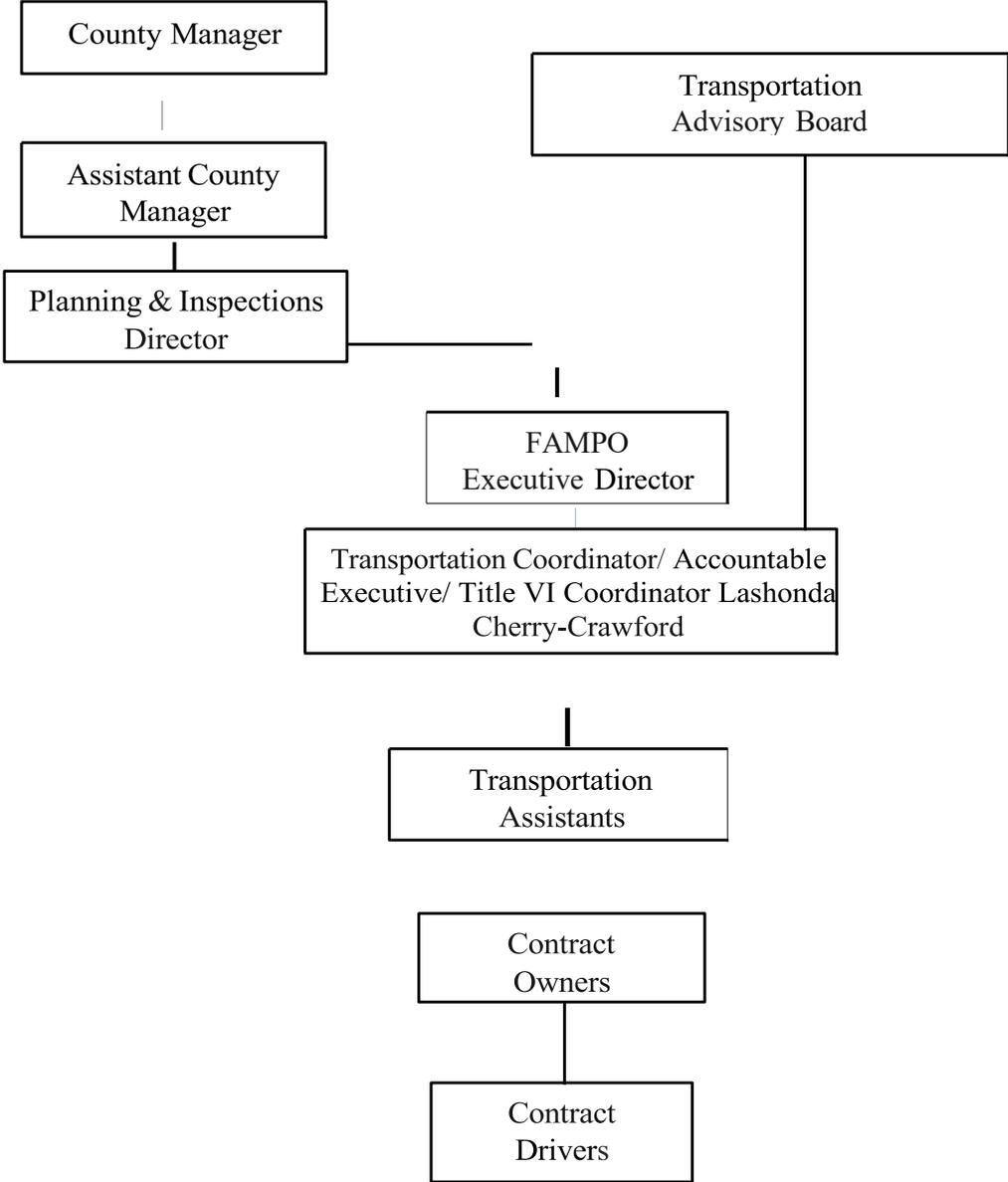
Appendix A

Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

ORGANIZATIONAL STRUCTURE
FISCAL YEAR 2024
DEPARTMENT NAME Planning & Inspections



Appendix C
NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)	
<i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i>	
Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities	<input type="checkbox"/>

<p>➤ No Construction Projects <input type="checkbox"/></p>	
<p>16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:</p>	<input type="checkbox"/>
<p>II. Transit Providers</p> <p><i>Requirement: FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.</i></p> <p>Note: All NCDOT subrecipients that provide fixed route public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.</p> <p>➤ Not Applicable <input type="checkbox"/> (Check this box if you do not provide fixed route services, and skip questions 17 and 18. This section does not apply to you if you only provide demand response services.)</p>	
<p>Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)</p>	<p>Completed</p>
<p>17. Service standards (quantitative measures) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:</p> <ul style="list-style-type: none"> • Vehicle load for each mode (Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Vehicle headway for each mode (Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • On time performance for each mode (Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be “on time.” Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Service availability for each mode (Refers to a general measure of the distribution of routes within a transit provider’s service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.) 	<input type="checkbox"/>
<p>18. Service policies (system-wide policies) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:</p> <ul style="list-style-type: none"> • Transit amenities for each mode (e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. NOTE: Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Vehicle assignment for each mode (Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.) 	<input type="checkbox"/>



PLANNING AND INSPECTIONS DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 1/11/2024

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM DRUG AND ALCOHOL
POLICY PLAN UPDATE**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

BACKGROUND

On September 18, 2023, the Board of Commissioners approved an addendum to the 2024 CTP Drug and Alcohol Policy. The State is requesting the County adopt this and other policies into the current, complete 2024 Drug and Alcohol Policy document.

The Federal Transit Administration has updated 49 CFR Part 40, which requires that the County update its Drug and Alcohol plan to remain in compliance. The final rule, among other items, authorizes employers to use oral fluid drug testing as an alternative testing methodology to urine drug testing. The final rule also:

- harmonizes language with pertinent sections of the HHS oral fluid Mandatory Guidelines;
- clarifies certain Part 40 provisions that cover urine drug testing procedures;
- removes provisions that are no longer necessary;
- adds eight new definitions, clarifying language to definitions and adds web links; and
- updates provisions to address issues that have risen in recent years.

Attached, please find the complete 2024 Cumberland County Transportation Program Drug and Alcohol Policy, with required updates.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners place this item on the January 16, 2024 Board of Commissioners meeting consent agenda for approval of the Community Transportation Program Drug and Alcohol Policy Plan Update.

ATTACHMENTS:

Description	Type
Drug and Alcohol Policy	Backup Material

**CUMBERLAND COUNTY COMMUNITY
TRANSPORTATION PROGRAM
DRUG AND ALCOHOL
POLICY
FY2024**

**ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
Cumberland County Community Transportation Program
Adopted as of January 16, 2024**

A. PURPOSE

- 1) The Cumberland County Community Transportation Program provides public transit and paratransit services for the residents of Cumberland County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Cumberland County Community Transportation Program declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of Cumberland County Community Transportation Program and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Cumberland County Community Transportation Program will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time and contracted) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the

Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary (“A”) or split (“B”) specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a “vial,” “tube,” or “bottle.”

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee’s request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee’s specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer’s Designated Employer Representative (DER).

- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as

described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Cumberland County Community Transportation Program supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug

and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:

- i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
 - 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
 - 7) Cumberland County Community Transportation Program under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
 - 8) Consistent with the Drug-free Workplace Act of 1988, all Cumberland County Community Transportation Program employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Cumberland County Community Transportation Program management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable

suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.

2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Cumberland County Community Transportation Program authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Cumberland County Community Transportation Program. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug

testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Cumberland County Community Transportation Program. If a legitimate explanation is found, the MRO will report the test result as negative.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Cumberland County Community Transportation Program will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Cumberland County Community Transportation Program will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Cumberland County Community Transportation Program that there was not an adequate medical explanation for the result.
- ii. The MRO reports to Cumberland County Community Transportation Program that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
- iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Cumberland County Community Transportation Program affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
 - e. If a pre-employment test is canceled, Cumberland County Community Transportation Program will require the applicant to take and pass another pre-employment drug test.
 - f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-

employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Cumberland County Community Transportation Program with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Cumberland County Community Transportation Program is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Cumberland County Community Transportation Program proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Cumberland County Community Transportation Program FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Cumberland County Community Transportation Program authority, a non-DOT reasonable suspicion alcohol test may be performed any time the

covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Cumberland County Community Transportation Program shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Cumberland County Community Transportation Program.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Cumberland County Community Transportation Program shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Cumberland County Community Transportation Program. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as

determined by the employer using the best information available at the time of the decision.

- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
- a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Cumberland County Community Transportation Program is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Cumberland County Community Transportation Program may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained

separately from the testing pool of non-safety-sensitive employees that are included solely under Cumberland County Community Transportation Program authority.

- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Cumberland County Community Transportation Program' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Cumberland County Community Transportation Program will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be

frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.

- e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from Cumberland County Community Transportation Program employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Cumberland

County Community Transportation Program and will be performed using non-DOT testing forms.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Cumberland County Community Transportation Program.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Cumberland County Community Transportation Program is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Cumberland County Community Transportation Program Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Cumberland County Community Transportation Program or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *Cumberland County Board of Commissioners* on *January 16, 2024*.

_____ (signature)

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

Attest:

_____ (signature and SEAL)

Andrea Tebbe, Clerk

Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Contract Drivers	Transporting clients from one place to another	FTA/CTP
Contract Dispatchers	Point of contact for drivers, clients, and CTP staff	FTA/CTP

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Cumberland County Community Transportation Program Drug and Alcohol Program Manager

Name: Lashonda Cherry-Crawford

Title: Program Director

Address: 130 Gillespie St. Fayetteville, North Carolina 28301

Telephone Number: 910-678-7624

Medical Review Officer

Name: Dr. Allan Rickman

Title: Medical Review Officer

Address: 814 Ward Parkway Suite 275, Kansas City, MO 64114

Telephone Number: 888-382-2281

Substance Abuse Professional #1

Name: Alexander McArthur, Ph. D

Title: Clinical Director

Address: 727 McGilvary St. Fayetteville, North Carolina 28301

Telephone Number: 910-323-2875

Substance Abuse Professional #2

Name: Carolina Outreach LLC – Amanda Shepherd, LCAS

Title: Substance Abuse Counselor

Address: 911 Hay Street, Fayetteville, North Carolina 28305

Telephone Number: 910-438-0939



RISK MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 12/22/2023

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY24 are down 24.87% for the month of November as compared to the same month in FY23. To provide some perspective, below is the five-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 21, 22, 23 and 24. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through November	\$9,882,450
Less year to date stop loss credits	(\$118,275)
Net year to date claims and premium payment through November	\$9,764,175

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

FY19 \$1,517,955
FY20 \$1,499,618
FY21 \$2,238,216
FY22 \$1,882,914
FY23 \$1,976,490

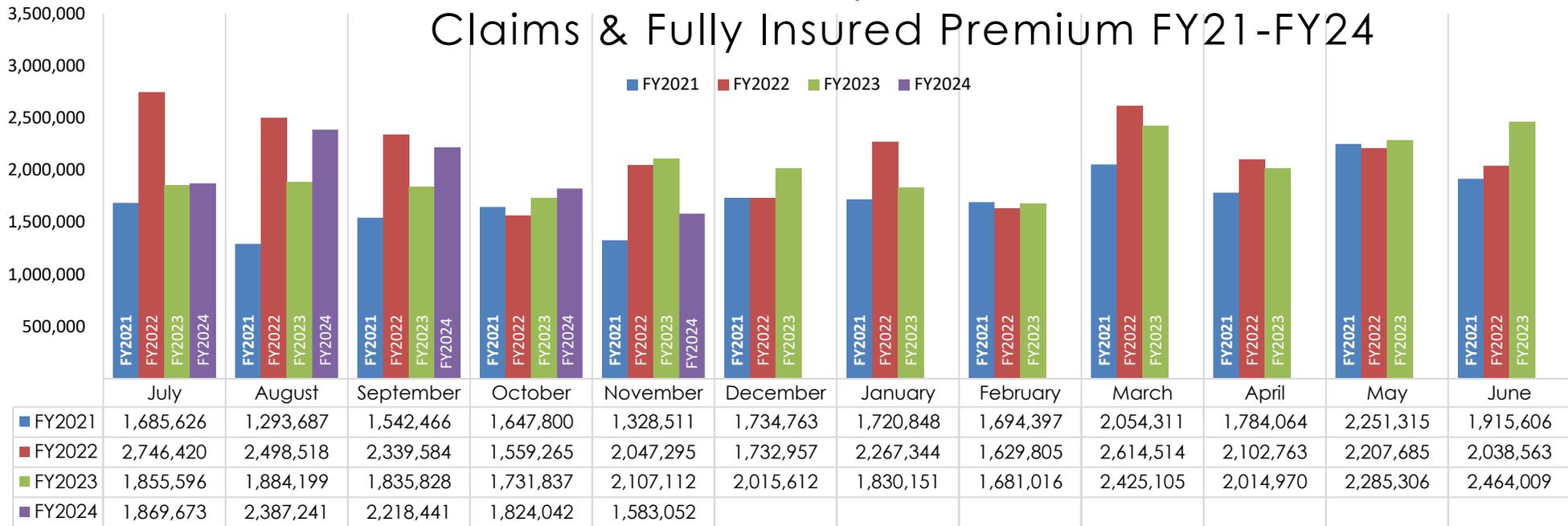
RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.

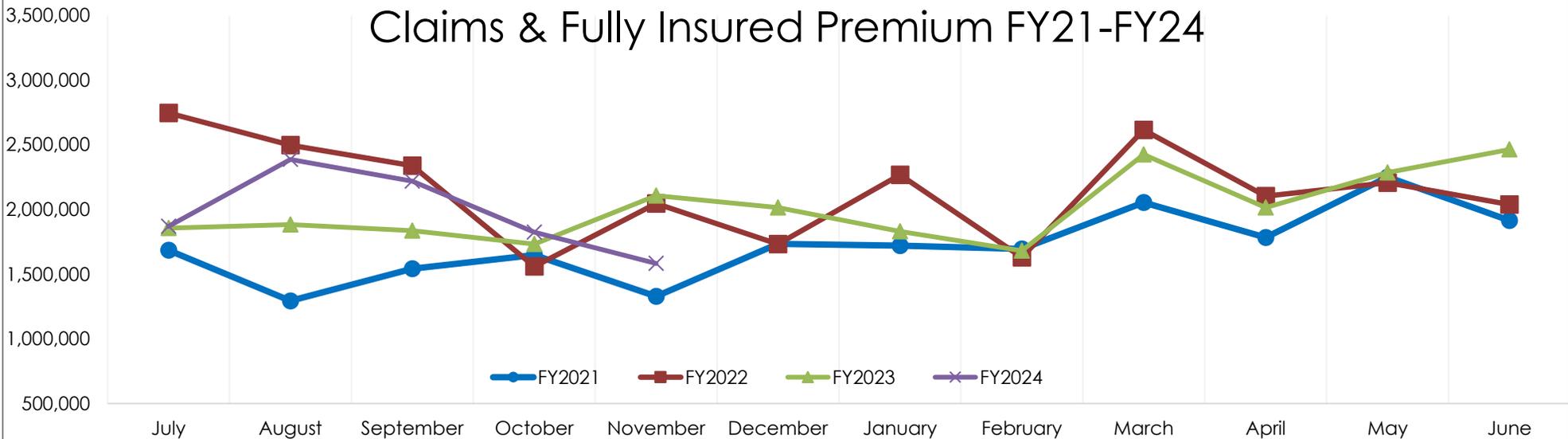
ATTACHMENTS:

Description	Type
Health Insurance Graphs	Backup Material

Monthly Insurance Claims & Fully Insured Premium FY21-FY24



Monthly Insurance Claims & Fully Insured Premium FY21-FY24





FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, DEPUTY FINANCE DIRECTOR

DATE: 12/29/2023

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The financial report included shows results of the General Fund for fiscal year 2024 through November. Results of fiscal year 2023 audit will be added for the reporting month of December 2023. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

For information and discussion purposes only.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF 11/30/2023	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes					
Current Year	\$ 174,316,451	\$ 174,316,451	\$ 73,463,049	42.1%	(1)
Prior Years	1,274,781	1,274,781	485,427	38.1%	
Motor Vehicles	27,054,585	27,054,585	8,798,414	32.5%	(2)
Penalties and Interest	732,162	732,162	174,787	23.9%	
Other	1,150,355	1,150,355	522,837	45.5%	
Total Ad Valorem Taxes	<u>204,528,334</u>	<u>204,528,334</u>	<u>83,444,515</u>	<u>40.8%</u>	
Other Taxes					
Sales	66,330,475	66,330,475	9,944,530	15.0%	(3)
Real Estate Transfer	2,200,000	2,200,000	763,361	34.7%	
Other	832,262	832,262	101,296	12.2%	
Total Other Taxes	<u>69,362,737</u>	<u>69,362,737</u>	<u>10,809,187</u>	<u>15.6%</u>	
Unrestricted & Restricted Intergovernmental Revenues	72,884,504	79,572,611	16,234,794	20.4%	(4)
Charges for Services	13,391,478	13,438,353	5,240,368	39.0%	(5)
Other Sources (includes Transfers In)	10,738,371	2,660,117	390,190	14.7%	
Lease Land CFVMC	4,532,728	4,532,728	4,318,863	95.3%	
Total Other	<u>15,271,099</u>	<u>7,192,845</u>	<u>4,709,053</u>	<u>65.5%</u>	
Total Revenue	<u>\$ 375,438,152</u>	<u>\$ 374,094,880</u>	<u>\$ 120,437,917</u>	<u>32.2%</u>	
Fund Balance Appropriation	6,454,775	24,134,908	-	0.0%	
Total Funding Sources	<u>\$ 381,892,927</u>	<u>\$ 398,229,788</u>	<u>\$ 120,437,917</u>	<u>30.2%</u>	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL			
	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	(unaudited) AS OF November 30, 2023	PERCENT OF BUDGET TO DATE **
Governing Body	\$ 737,485	\$ 748,620	\$ 337,748	45.1%
Administration	2,981,741	2,981,741	901,419	30.2%
Public Information	1,789,756	1,829,490	677,222	37.0%
Human Resources	1,350,074	1,350,074	537,550	39.8%
Court Facilities	144,720	144,720	22,335	15.4% (1)
Facilities Maintenance	1,261,435	1,282,549	373,666	29.1%
Landscaping & Grounds	789,040	789,040	246,711	31.3%
Carpentry	234,055	234,055	86,225	36.8%
Facilities Management	1,595,264	1,595,264	615,394	38.6%
Public Buildings Janitorial	1,276,630	1,276,630	447,920	35.1%
Central Maintenance	4,423,015	5,579,743	1,687,726	30.2%
Innovation & Technology Services	9,229,693	9,430,063	3,424,075	36.3%
Board of Elections	1,885,321	1,885,321	607,558	32.2%
Financial Services	1,568,394	1,568,394	515,373	32.9%
Legal	1,321,291	1,321,291	479,545	36.3%
Register of Deeds	2,799,411	3,240,177	887,928	27.4%
Tax	7,325,216	7,365,716	2,614,714	35.5%
Debt Service	-	-	-	-
General Government Other	6,489,381	10,680,566	1,865,672	17.5% (2)
Sheriff	59,905,448	62,851,079	19,104,476	30.4%
Emergency Services	5,076,820	5,266,527	1,485,331	28.2%
DWI Court	-	149,845	13,223	8.8% (3)
Justice Services	742,383	742,383	258,203	34.8%
Youth Diversion	37,691	37,691	13,877	36.8%
Animal Services	4,493,335	4,526,635	1,473,473	32.6%
Public Safety Other (Medical Examiners, NC Detention Subsidy)	2,034,642	2,589,442	536,049	20.7% (4)
Health	33,250,408	35,279,273	11,352,581	32.2%

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY23-24	FY23-24	YTD ACTUAL	PERCENT OF	**
	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF November 30, 2023	BUDGET TO DATE	
Mental Health	5,717,199	5,717,199	2,644,972	46.3%	
Social Services	70,087,126	71,563,457	19,990,399	27.9%	
Veteran Services	603,701	603,701	236,686	39.2%	
Child Support	6,227,054	6,227,054	2,165,182	34.8%	
Spring Lake Resource Administration	61,649	81,649	5,344	6.5% (5)	
Library	11,605,594	11,999,770	4,065,963	33.9%	
Culture Recreation Other (Some of the Community Funding)	459,923	459,923	10,625	2.3% (6)	
Planning	3,606,363	3,626,903	1,195,964	33.0%	
Engineering	2,422,932	2,431,021	213,561	8.8% (7)	
Cooperative Extension	865,386	865,386	254,592	29.4%	
Location Services	237,473	237,473	112,409	47.3%	
Soil Conservation	590,634	1,726,794	277,813	16.1% (8)	
Public Utilities	104,723	104,723	39,589	37.8%	
Economic Physical Development Other	20,000	957,600	20,000	2.1% (9)	
Economic Incentive	468,126	468,126	30,126	6.4% (10)	
Water and Sewer	100,000	200,843	69,921	34.8%	
Education	104,595,132	104,595,132	42,914,638	41.0%	
Other Uses:					
Transfers Out	21,377,263	21,616,705	441,318	2.0% (11)	
TOTAL	\$ 381,892,927	\$ 398,229,788	\$ 125,255,096	31.5%	

Expenditures by Category

Personnel Expenditures	\$ 174,893,528	\$ 175,007,012	\$ 57,839,445	33.0%
Operating Expenditures	181,714,774	189,623,967	65,636,968	34.6%
Capital Outlay	3,907,362	11,982,104	1,337,365	11.2% (12)
Transfers To Other Funds	21,377,263	21,616,705	441,318	2.0% (11)
TOTAL	\$ 381,892,927	\$ 398,229,788	\$ 125,255,096	31.5%

COUNTY OF CUMBERLAND

Fiscal Year 2024 - November Year-to-Date Actuals (Report Run Date: December 28, 2023)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 42.1%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 32.5%** - YTD Actual reflects 4 months of collections.
- (3) **Sales Tax 15.0%** - YTD Actual reflects 2 month of collections. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 20.4%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 39.0%** - The largest component of charges for services is revenue from the Board of Ed for security at 21% of budget. 13% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Court Facilities 15.4%** - Expenditures are for repairs, supplies, and furniture/equipment on an as needed basis and spending has been low so far this fiscal year.
- (2) **General Government Other 17.5%** - Over half of the unexpended amount is from the ARP Freed-Up Capacity funds with the majority belonging to unexpended amounts for upfitting the Employee Daycare and for Non-Profit Assistance contracts.
- (3) **DWI Court 8.8%** - Expenditures for this DOJ grant began 10/1/23.
- (4) **Public Safety Other 20.7%** - Approximately \$681K for an interlocal agreement with the City of Fayetteville is unexpended.
- (5) **Spring Lake Resource Administration 6.5%** - New custodial position is being paid from incorrect organization. Staff have been notified and the correction is in process.
- (6) **Culture Recreation Other 2.3%** - Community funding contracts and payments are still being processed resulting in very few payments being made so far.
- (7) **Engineering 8.8%** - Approximately \$1.7M budgeted for generators is unexpended.
- (8) **Soil Conservation 16.1%** - Approximately \$1.2M in USDA Grant funds were budgeted and are unexpended.
- (9) **Economic Physical Development Other 2.1%** - Approximately \$937K in Golden Leaf Grant funds were budgeted and are unexpended.
- (10) **Economic Incentive 6.4%** - Economic incentives are paid when the company complies.
- (11) **Transfers Out 2.0%** - Transfers are often prepared toward the end of the fiscal year.
- (12) **Capital Outlay 11.2%** - These capital outlay items are typically purchased in the second and third quarters of the fiscal year.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 11, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 1/4/2024

SUBJECT: PROJECT UPDATES

Requested by: BOARD OF COMMISSIONERS

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

BACKGROUND

Please find attached the monthly project update report from the Engineering & Infrastructure Department for your review.

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

ATTACHMENTS:

Description	Type
Project Updates	Backup Material

MONTHLY PROGRESS REPORT

Project Description	Contract Amount	Project Status	Contract Start Date	Contract Duration	Estimated Completion Date
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	99% complete. Punch list items are 99% complete. Remaining items are panic hardware on Door 125, install card reader on communications shelter, minor repairs on windowsill metal coping, repair to soffit, storefront caulking, installing additional weep vents, adjustment to exterior wall hydrant and repair to VCT tile in restroom. Contractor estimates remaining work will be complete within next 30 days.	3/8/2021	360 days	March 1, 2024
Judge E. Maurice Braswell Courthouse Bathroom Updates	\$200K	Private restrooms on Floors 2-4 and Public on 5th Floor. Work to start on January 6, 2024. Majority of work will be completed over weekends.	9/29/2023	240 days	April 30, 2024
Law Enforcement Center Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. Estimated completion is July 15th , 2024.	6/6/2022	180 days	July 15, 2024
Historic Courthouse Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. Estimated completion is August 19th , 2024.	6/6/2022	180 days	August 19, 2024
Corporation Drive Sewer Outfall	\$98.5K	30% complete. Installing under drain and have begun trenching toward I-95. Started installation of first section of sewer line December 11, 2023. Pumping standing water from site. Pipe installation starting on January 8, 2024.	9/18/2023	180 days	March 19, 2024
Recovery Shelter Generators	\$3M	Design documents for Westover Recreation Center under review by stakeholders. Westover generator (90 KW) solicitation set for February 15, 2024. Bids close on March 15, 2024. Generator procurement advertisement for remaining shelters will be on March 1, 2024. current market conditions have lead times at 52-56 weeks for 400 KW and higher generators.	8/10/2023	2 years	August 2025
Judge E. Maurice Braswell Courthouse Fire Panel Replacement	\$500K	Field work completed and project is now in design.	1/3/2023	180 days	TBD
Crown Hospitality – Lobby Renovation	\$1.5M	Project scope includes coliseum ballroom, pre-function and suite renovation. Design complete. Solicitation on January 17, 2024.	10/25/2022	N/A	September 2024
Crown Elevator Modernization	\$750K	Contract signed by Chairman on January 2, 2024. Equipment placed on order. Awaiting PO.	1/3/2024	270 days	August 2024

Changes annotated in red