
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
AUGUST 6, 2024
1:00 PM

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. PRESENTATION
 - A. 2024 Annual Recovery Plan Report
3. CONSIDERATION OF AGENDA ITEMS
 - A. License Agreement for Operation of Café at West Regional Library
 - B. Government Services Center Parking Deck Capital Project Budget Ordinance #250559 and Declaration of Official Intent to Reimburse Expenditures
 - C. Proposed State Legislative Goals for Submission to NCACC
 - D. Policy for Leasing County-owned Property
 - E. Cumberland County Community Development Block Grant Program and Home Investment Partnership Program Amended Cooperation Agreement
 - F. ARP Committee Recommendations
 - G. Sponsor/Partnership of the 10th Annual Chemo Care Package Drive
4. OTHER ITEMS
 - A. Boards and Committees - Oath of Office and Recognition
5. MONTHLY REPORTS
 - A. Financial Report
 - B. ARPA Quarterly Project and Expenditure Report as of June 30, 2024
 - C. Health Insurance Update
 - D. Wellpath, LLC. Quarterly Statistical Report on Inmate Health Care
 - E. County Competitive Grants Update
 - F. Project Updates
6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

September 12, 2024 (Thursday) 1:00 PM

October 10, 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



AMERICAN RESCUE PLAN

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 7/29/2024

SUBJECT: 2024 ANNUAL RECOVERY PLAN REPORT

Requested by: AMERICAN RESCUE PLAN COMMITTEE

Presenter(s): TYE VAUGHT, CHIEF OF STAFF

BACKGROUND

Annual Recovery Plans are required for recipients of ARPA State and Local Fiscal Recovery Funds (SLFRF). Cumberland County's 2024 Annual Recovery Plan includes project and expenditure data through June 30, 2024. Staff will present the plan to the Board, highlighting the various sections of the report.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.



PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FAITH PHILLIPS, LIBRARY DIRECTOR

DATE: 7/25/2024

SUBJECT: LICENSE AGREEMENT FOR OPERATION OF CAFÉ AT WEST REGIONAL LIBRARY

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): FAITH PHILLIPS, LIBRARY DIRECTOR

BACKGROUND

In order to fulfill the Board of County Commissioners' goal to enhance programs to provide jobs and workforce development opportunities for youth and adults with special needs and to provide enhanced offerings and opportunities to our community at our West Regional Library branch, Miller's Crew Inc., a local North Carolina nonprofit corporation, has agreed to open a coffee shop location at the West Regional Library branch.

As a nonprofit corporation, Miller's Crew's is committed to outcome-driven approaches to provide employment, training and connections for youth and adults with special needs, along with their families, caregivers and community members. Miller's Crew currently has one location on Morganton Road in Fayetteville, N.C., and is an experienced food service vendor that is seeking to expand employment and job opportunities for those in our community with special needs.

West Regional Library was built with a café space that has never been used. The approval of this contract would grant Miller's Crew Inc. a license agreement to use the space as a coffee shop that would be staffed with employees with special needs. This agreement would not only provide coffee and snacks to library patrons, but would provide a benefit to the community through the expanded employment and job training opportunities for those in our community with special needs.

RECOMMENDATION / PROPOSED ACTION

Approve the Chairman to sign the Contract for Services and Grant of License for Operation of Café at West Regional Library.

ATTACHMENTS:

Description	Type
West Regional Library Cafe Agreement	Backup Material
Cafe West Pictures	Backup Material

Contract for Services and Grant of License for Operation of Café at West Regional Library
Approved by the Board of Commissioners _____

This contract for services and grant of license (this "Agreement") is made to be effective August ____, 2024, by and between Cumberland County, hereafter referred to as "County," a body politic and corporate of the State of North Carolina, and Miller's Crew Inc, a North Carolina nonprofit corporation with a principal office address at 1401 Morganton Road, Fayetteville, NC 28305, hereafter referred to as "Licensee."

WHEREAS, County's board of commissioners seeks to enhance programs to provide jobs and work force development opportunities for youth and adults with special needs; and

WHEREAS, Licensee is a 501(c)(3) nonprofit corporation committed to outcome-driven approaches to provide employment, training and connections for youth and adults with special needs, along with their families and caregivers, and community members; and

WHEREAS, County operates a public library system which includes the West Regional Library located at 7469 Century Circle, Fayetteville, NC 28306; and

WHEREAS, the West Regional Library contains a café space which was built with the intended use of providing coffee and snacks to library patrons, but which is not being used for any purpose; and

WHEREAS, the County's board of commissioners finds that staffing the café with employees with special needs for its intended use of providing coffee and snacks to library patrons provides a public benefit though the employment and job training for persons with special needs while enhancing the experience of library patrons; and

WHEREAS, Licensee is an experienced food service vendor and seeks to expand employment and job training opportunities for the population of persons with special needs whom it serves.

NOW THEREFORE, in consideration of the mutual promises and other consideration herein set forth, and the mutual benefits derived by the parties and the public, the parties agree as follows:

(1) Grant of License. County grants unto Licensee a license to use the café space within the West Regional Library at 7469 Century Circle, Fayetteville, NC 28306 (the "Premises"), to operate a café with Licensee's employees hired by Licensee from the population of persons with special needs within the county for whom Licensee provides employment and job training services. Licensee shall operate the Premises to provide coffee and other beverages and snacks to the patrons of the library. County shall provide Licensee with keys and alarm codes for the Premises for this purpose. Licensee and its employees shall have use of parking spaces in the parking lot of the West Regional Library as part of the Premises. This grant of license is subject to the further terms and conditions set forth in this Agreement. Licensee accepts this license as a licensee, subject to all the conditions set forth in this Agreement.

(2) Equipment to be Provided with the Premises. County shall provide the following equipment or fixtures as part of the Premises: a service counter, refrigerated display units, outlets, storage cabinets, sink, work area, and additional items as set out in the attached EQUIPMENT EXHIBIT. County shall be responsible for the routine maintenance, repair, and replacement of the equipment and fixtures it provides when necessitated by the routine use of the equipment and fixtures. County shall render such routine maintenance, repair, or replacement in County's sole discretion. Licensee shall be responsible for repairing or replacing equipment or fixtures provided by County which is damaged or destroyed due to the negligence, wrongdoing, or misuse by Licensee's employees or agents.

(3) Term and Termination. The term of this Agreement and grant of license shall be for one year, commencing on the effective date stated above, to renew annually on the anniversary of the effective date unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement by providing 30 days' written notice of the terminating party's intent to terminate to the other party. Upon termination, Licensee shall immediately remove all food products stored on the Premises, and all its equipment and fixtures from the Premises in accordance with the further terms of this Agreement.

(4) Agency and Authority. County designates its Library Director as its exclusive agent with respect to this Agreement. Licensee agrees its dealings with County with respect to the terms and conditions of this Agreement shall be exclusively with the Library Director.

(5) Services to Be Provided by Licensee.

- a. Licensee shall use the Premises solely for the purpose of providing coffee shop services, consistently with Licensee's mission to offer training and supporting services for persons with special needs, and in accordance with the budget and strategic initiatives set forth in County's FY25 Budget.
- b. Food and drink items which Licensee sells at the Premises shall be palatable and of high quality, inspected by appropriate government agencies when applicable, and maintained in accordance with Cumberland County Health Department standards. Prices charged for food and drink shall be commensurate with those charged for similar merchandise in other similar, local café businesses.
- c. Deliveries to Licensee at the Premises shall be at a location and in a manner that does not disturb or hinder County's operation of the building as a public library.
- d. Licensee shall maintain minimum hours of operation for the café as follows:
 - Monday – Friday 7:30 AM – 12:00 PM during the Academic School Year
 - Monday – Friday 8:00 AM – 12:00 PM during Summer Break
 - Weekend Hours to be determined by further agreement of the parties

Licensee may change the above hours of operation and operate during special events hosted by the West Regional Library outside these hours of operation upon obtaining advance written approval from County.

- e. Licensee shall provide high quality and enjoyable food products, employ adequate numbers of personnel to provide good service, and keep the café space and associated equipment clean and orderly.
- f. Licensee shall operate the café as an independent business enterprise, hire and pay the wages and compensation of its employees, and be responsible for the conduct of its employees and agents.
- g. Licensee shall always maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Natural Resources, Division of Environmental Health for the café, as applicable. If Licensee fails to maintain a Grade "A" rating, County may immediately suspend or terminate this Agreement and the license granted to Licensee.
- h. Licensee shall provide and be responsible for all equipment and items it may use in its operations for conducting cash and credit card sales, such as safes and point of sale computers.

(6) Services to Be Provided by County.

- a. County shall provide all trash disposal services for the café incident to trash disposal services for the West Regional Library.
- b. County shall provide electrical and water service for the operation of the café incident to the provision of electrical and water service for the West Regional Library. Licensee shall be responsible for providing its own telephone and internet service; however, Licensee may use the existing public Wi-Fi internet connection service for its operations such as may be available to the Premises. County does not represent or warrant that the public Wi-Fi network available at the Premises is suitable for Licensee's purposes or that it will be available continuously.
- c. County shall keep the Premises in good repair, except repairs rendered necessary by the negligence or intentional wrongful acts of Licensee, its agents, or employees. County shall not be responsible to maintain or repair any equipment or fixtures belonging to Licensee. County shall not be responsible for any consequential damages to Licensee's business due to failure of equipment, or delay in the repair or replacement of equipment or repairs to the Premises. County shall maintain the grounds surrounding the building, including the parking lot, landscaping, and snow removal as scheduled by County for the West Regional Library. County shall also provide routine housekeeping services for the Premises, consistently with the same services provided for the West Regional Library.

(7) License to Be Exclusive. The license granted by this Agreement shall be exclusive to Licensee. If County becomes dissatisfied with Licensee's performance, County shall give Licensee written notice of the unsatisfactory performance and seek a resolution. If County determines to seek another food vendor at the West Regional Library or another licensee to operate the café at the Premises, County shall consult with Licensee prior to soliciting any other licensee or vendor.

(8) Maintenance of Records. Licensee shall keep its books, documents and records relating to this Agreement and operation of the café for a minimum of three years after the expiration of this Agreement and make such books, documents and records available for inspection by County within that time.

(9) Alterations of the Premises.

- a. Licensee accepts the Premises in their present condition and as suited for the uses intended by this Agreement. Upon termination of this Agreement, Licensee shall return the Premises in as good condition and repair as when first received, natural wear and tear or damage by any casualty excepted. Licensee's employees and agents shall take no action which may void any manufacturers or installers warranties with relation to the Premises. Licensee shall indemnify and hold County harmless from any liability, claim, demand, or cause of action arising on account of Licensee's breach of the provisions of this subsection 9.a.
- b. Licensee shall not make any alterations, additions, or improvements to the Premises without County's prior written consent. All approved alterations, additions or improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by County. County may require Licensee to remove any alterations, additions or improvements installed by Licensee at the termination of this Agreement and to restore the Premises to its prior condition, at Licensee's sole expense. Any alterations, additions, or improvements which County does not require Licensee to remove shall become County's property and shall be deemed to have been surrendered to County upon the termination of this Agreement. Licensee may remove any of the equipment or fixtures that it owns which can be removed without material damage to the premises. Licensee shall repair, at Licensee's sole expense, any damage to the Premises caused by the removal of any such machinery or equipment.

(10) Damage or Destruction of the Premises. If the Premises is destroyed or damaged by any casualty to such extent as to be unusable, the license granted to Licensee shall be immediately suspended until County determines whether it will restore the premises. If County determines to restore the Premises, the license granted to Licensee shall remain suspended until the restoration is completed. If County determines not to restore the Premises, the license granted to Licensee and this Agreement shall terminate. Licensee is responsible for insuring its property owned or stored on the Premises, and County shall not be responsible for any damage or loss to Licensee's property under any circumstances.

(11) Signage. Licensee shall place no exterior or interior signs upon or within the West Regional Library or the Premises, except with the express written consent of County. Any signs approved for use by County shall be maintained by Licensee in compliance with any government rules and regulations governing such signs and Licensee shall be responsible to County for any damage caused by the installation, use, or maintenance of said signs and any damage incident to the removal thereof. County shall allow Licensee to include Licensee's logo and attribution on such signage.

(12) Publicity and Marketing. County and Licensee shall work collectively on marketing and communication regarding services at the Premises.

(13) Entry of Premises. County's staff or agents may enter the Premises at any time to make inspections and repairs, perform maintenance, and provide housekeeping services.

(14) Indemnification. Licensee shall indemnify and hold County harmless against all claims for damages to Licensee's Invitees or their property by reason of Licensee's use or occupancy of the Premises, to include all expenses incurred by County arising from any such claims against County. For the purposes of this section, "Invitees" are defined as anyone who utilizes or intends to utilize the services or products offered by Licensee at the café and anyone who provides services to Licensee at the Premises such as making deliveries, stocking inventory, and installing or maintaining fixtures and equipment. Persons who are at the West Regional Library and not intending to utilize the services of Licensee shall not be considered Invitees and are not subject to this indemnification provision.

(15) Insurance. Licensee shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement appropriate liability insurance to cover its operation of the café and workers compensation insurance in the minimum coverage amounts as follows:

Bodily Injury	\$500,000 for each occurrence and \$1,000,000 for aggregate
Property Damage	\$100,000 for each occurrence and \$100,000 for aggregate
Product Liability	\$1,000,000 for each occurrence and for aggregate

Licensee shall provide worker's compensation insurance covering all its employees who are engaged in any work at the café in compliance with the statutory requirements. The policies providing liability coverage shall name County as an additional insured and Licensee shall furnish County a certificate of insurance evidencing the coverage prior to commencing operations of the café at the Premises.

(16) Assignment. Licensee shall not assign, delegate, nor subcontract any of its rights or obligations under this Agreement without first obtaining County's written approval.

(17) Non-discrimination. The parties hereto, for themselves, their agents, officials, and employees agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty or service that arises as a result of this Agreement. More specifically, Licensee agrees it shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all requirements imposed by Federal Regulations, rules, and guidelines issued pursuant to these Titles for both personnel employed and its Invitees.

(18) Iran Divestment Act Certification. Licensee hereby certifies that Licensee, and all its subcontractors, if any, 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. Licensee shall not utilize any subcontractor that is identified on the List.

(19) E-Verify Requirement. Licensee shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Licensee utilizes a subcontractor, Licensee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, County and Licensee have caused their duly authorized officers to execute this instrument on the dates indicated with each signature in triplicate originals, with two originals being retained by County and one by Licensee.

Attest:

Andrea Tebbe, Clerk to the Board

CUMBERLAND COUNTY

By:

Glenn Adams, Chairman, Board of Commissioners
Date: _____

Witness:

Dotty Lewis
Printed Name: Dotty Lewis

Miller's Crew Inc.

By:

Karl Molnar
Printed Name: KARL MOLNAR
Title: Director of Operations
Date: 7/23/24

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

Robin Deaver
Robin Deaver, Finance Director

Approved for Legal Sufficiency

Andy Z. M. M. M.
County Attorney's Office

EQUIPMENT EXHIBIT

1. Lakeside 155045 Fit N' Finish Stainless Steel Finishing Station with Top Access.
1 each \$3,669.00 Item #480155045 MFR#155045
2. Solwave Ameri-Series Medium-Duty Stainless Steel Commercial Microwave with Push Button Controls - 120V, 1,200W 1 each \$826.00 Item#180MWASHD12
3. Avantco GDC-23-HC 28 3/8" Black Swing Glass Door Refrigerator with LED Lighting 1
each \$1,349.00 Item#178GDC23HCB
4. Rosseto BK023 Clear Acrylic Three- Tier Pastry Display Case with Bronze Wire Stand 22 7/16" X 15" x 17 1/4 " 1 each \$348.49 Item#640BK023
5. Choice Black 4-Section Countertop Cup, Lid and Coffee Condiment Organizer 1
each \$25.49 Item#407CTO4FVBK
6. Avantco HDC-13 13" Self-Full Service 3 Shelf Countertop Heated Display Case with Hinge Doors - 120V, 1200W
1 each 319.99 Item#177HDC13 Cal-Mil 3448-99 Madera 2 Tier Merchandiser 16 1/2" X 15 1/2" X 12"
1 each \$236.82 Item #211344899
7. Cal-Mil 1817-96 Midnight Nine Jar Tiered Display 13" X 9 1/2" X 17 1/2"
1 each Item #211181796
8. Black Bar Height Dining Set with Mahogany Bistro Chair and Padded Seat 3
each @ \$354.99 total \$1064.97 Item #349B30RTCBSU
9. Under Counter Refrigerator True Mfg. – General Foodservice Model No. TUC-24-HC Undercounter Refrigerator, 33-38°F, (1) stainless steel door, (2) PVC coated aluminum interior with stainless steel floor, front breathing, R290 Hydrocarbon refrigerant, 1/6HP, 11v/60/1-mph, 2.0 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA, Energy Star® ; with 7 year compressor warranty, 7 year parts warranty, 7 year labor warranty, standard. Self-contained refrigeration standard. Right hand, standard. Unit comes with field reversible hinges & is built with hinging on right side of unit. Bolt locks, factory installed, standard. Four (4) stationary castors. 31—5/8" (804mm) work surface height. Two (2) front leg levelers included for alternate use.
1 each \$1,973.68
10. Reach-In Undercounter Freezer. True Mfg. – General Foodservice Model No. TUC-24F-HC Undercounter Freezer, -10°, (1) stainless steel door, (2) PVC coated adjustable wire shelves, stainless steel top, front & sides, clear coated aluminum interior with stainless steel floor, front breathing, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA. 7 year compressor warranty, 7 year parts warranty, 7 year labor warranty, standard. Self-contained refrigeration standard. Right Hand, Standard: Unit comes with field reversible hinges & is built with hinging on right side of unit. Bolt locks, factory installed, standard. Four (4) stationary castors. 31-5/8" (804mm) work surface height. Two (2) front leg levelers included with unit for alternate use. 1 each - \$2,639.12
11. Ice Maker with Bin, Cube-Style. Scotsman Model No. CU3030SA-1. Undercounter Ice Maker with Bin, cube style, air-cooled, 30" width, self-contained condenser, production capacity up to 313 lb/24 hours at 70°/50° (224 lb AHRI certified at 90°/70°), 110 lb bin storage capacity, small cube size, AutoAlert™ indicator lights, WaterSense adaptive purge control, unit specific QR code, metallic finish, includes 6" legs, includes power cord with NEMA 5-15P plug, 115v/60/1-ph, 12.8 amps, NSF, cULus, engineered and assembled in USA, 3 year parts & labor warranties, 5 year parts on compressor & condenser, 5 year parts & labor on evaporator. 1 each \$3,312.27
12. Ap1-P AquaPatrol™ Plus Water Filtration system, single system, 2.1 gallons per minute max flow, designed for cubers up to 650 lb, and for flakers, nugget & nugget dispensers up to 1,200 lb, cULus, NSF. For Ice Maker with Bin, Cube style. 1 each \$222.91
13. Lancaster Table & Seating 32" x 48" Silver Powder-Coated Aluminum Dining Height Outdoor Table with Umbrella Hole and 4 Arm chairs. Item # 4273248DUA4S – 2 at \$454.49 each
14. Lancaster Table & Seating 110 lb. Square Black Granite Umbrella Base. Item # 42BASEGRNBK 2 at \$174.99 each
15. Lancaster Table & Seating 11' Round Cobalt Crank Lift Silver Aluminum Umbrella. Item # 427MARS11CB

CAFÉ



ACTIVITY ROOM



CAFÉ



Upcoming July Programs

- 7/19 Table Top Tuesdays: Avatar Legends
4pm-6pm Ages 8-18
- 7/19 Minority Mental Health Awareness Month
5pm-6:30pm Ages 18+
- 7/19 Build Your Own Book Club 4pm-5pm
Ages 12-18
- 7/19 Bubble Wonders 9:30am-10:15am All Ages
Tuesdays: Game Masters Choice
Ages 8-18
Elements: Air 7-11







FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN DEAVER, FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER

DATE: 7/25/2024

**SUBJECT: GOVERNMENT SERVICES CENTER PARKING DECK CAPITAL
PROJECT BUDGET ORDINANCE #250559 AND DECLARATION OF
OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): ROBIN DEAVER, FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER

BACKGROUND

A draft capital project budget ordinance for the Government Services Center Parking Deck has been developed for Board of Commissioners' consideration. The overall project budget is currently expected to not exceed \$33 million. The initial revenue source will be a \$1 million transfer from the Capital Investment Fund (107) Fund Balance into the multiyear Government Services Center Parking Deck Fund (402) to support initial expenditures, to later be reimbursed by proceeds from a borrowing upon approval by the Local Government Commission. Details of the capital project ordinance are shown within the attachment.

In addition, U.S. Treasury regulations and guidelines that involve debt financing transactions require that a governmental entity declare its intent to use debt financing for a given project before expenses are incurred. In accordance with this requirement, the County must adopt a resolution of intent to incur indebtedness for the construction of the Government Services Center Parking Deck capital project in order to reimburse itself for any costs incurred before the financing is executed from the proceeds of the debt issuance.

The attached resolution would satisfy the federal reimbursement requirements by declaring the County's intent to finance the capital project from an installment contract in an amount not to exceed \$33 million.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve:

(1) Capital Project Budget Ordinance B250559 to establish the budget for the Government Services Center Parking Deck capital project, in an amount not currently expected to exceed \$33,000,000.

(2) Resolution of official intent to pursue tax exempt financing and to reimburse expenditures with proceeds of a borrowing.

ATTACHMENTS:

Description	Type
Capital Project Budget Ordinance	Backup Material
Declaration of Official Intent to Reimburse Expenditures	Backup Material



Financial Services

CAPITAL PROJECT BUDGET ORDINANCE #250559 GOVERNMENT SERVICES CENTER PARKING DECK

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

Section 1. The project authorized is the Government Services Center Parking Deck capital project. The initial revenue source will be a \$1 million transfer from the Capital Investment Fund (CIF) Fund Balance (107) into the multiyear Government Services Center Parking Deck Fund (402) to support initial expenditures, to later be reimbursed by proceeds from a borrowing upon approval by the Local Government Commission.

Section 2. The following projected expenditures are appropriated for this project:

	<u>Expenditures</u>
Surveying	\$ 50,000
Licenses and Permits	250,000
Owner Contingency	3,300,000
Design Fees	3,500,000
Geotechnical Engineering	150,000
Construction	21,450,000
Furniture, Fixtures, Equipment	2,000,000
Soft Cost Budget Remaining	2,300,000
Transfer to the CIF	1,000,000

Section 3. The following revenues are appropriated for this project:

	<u>Revenue</u>
Proceeds from Debt Issuance	\$ 33,000,000
Transfer from the CIF	1,000,000

Section 4. The County Manager, as Budget Officer, is hereby authorized to transfer funds between line items within this capital project ordinance, however, any net increases or decreases to total capital project ordinance appropriations shall require a capital project ordinance amendment by the Board of Commissioners.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted this _____ day of _____, 2024.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners

**GOVERNMENT SERVICES CENTER PARKING DECK
CAPITAL PROJECT**

BACKGROUND: The Cumberland County Board of Commissioners has determined that additional parking will be needed surrounding the Judge E. Maurice Braswell Cumberland County Courthouse to replace existing parking that will be eliminated due to several major capital projects including the Crown Event Center and future General Government Services Building, and to provide additional parking capacity to serve these new facilities. As such, the Board of Commissioners has determined need to construct a new parking deck on a portion of the County-owned parking lot located behind the Courthouse. This new parking deck will provide sufficient capacity for the County's existing needs along with future growth over the coming decades.

**CUMBERLAND COUNTY, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, Cumberland County, North Carolina (the “County”) intends to provide financing for certain capital improvements, including a new Government Services Center Parking Deck (the “Project”);

WHEREAS, the County has advanced and/or will advance its own funds to pay expenditures relating to the Project, may borrow funds on a short term taxable or tax-exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the “Original Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 6th day of August 2024, as follows:

1. The County intends to utilize the proceeds of tax-exempt indebtedness or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed \$33,000,000.

2. The County intends that the adoption of this resolution be its declaration of official intent pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Treasury Regulations which may be promulgated hereafter and is intended to expressly declare the County’s intention to reimburse itself for the Original Expenditures heretofore paid or to be paid by the County, such reimbursement to be made with the proceeds of indebtedness to be incurred by the County.

3. All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.

4. This resolution will take effect immediately upon its passage.

The motion to adopt this Resolution was made by Commissioner _____,

seconded by Commissioner _____ and passed by a vote of _____ to _____.

Clerk, Board of Commissioners



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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 7/30/2024

**SUBJECT: PROPOSED STATE LEGISLATIVE GOALS FOR SUBMISSION TO
NCACC**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER

BACKGROUND

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners (NCACC) engages in a process to determine the legislative goals the association should pursue in the best interest of counties.

NCACC solicits proposals from counties as part of their legislative goals process. The submission deadline is August 23, 2024. The association's seven Steering Committees will review submissions in their areas and make recommendations to the Legislative Goals Committee. The slate moves to the Board of Directors, which gives final approval to a package of goal proposals to be voted on by the full membership at the Legislative Goals Conference in November.

The attached suggested goals are provided for your consideration and feedback.

RECOMMENDATION / PROPOSED ACTION

Approve the suggested state legislative goal proposals for submission to the NCACC and move the item to the

August 19, 2024, Regular Meeting agenda as a consent item.

ATTACHMENTS:

Description

Type

Suggested Legislative goals NCACC

Backup Material

Environment

- Clean water - Support clean water and regulation of companies that have manufactured PFAS chemicals. Support the concept of producer responsibility for these forever chemicals including the removal of them from water and wastewater, including landfill leachate.
- Scrap Tires - Increase the percentage of funding counties receive from the Scrap Tire Disposal Tax under § 105-187.19. Distribute the full amount of proceeds to the Scrap Tire Disposal Fund that are distributed to local governments to cover the cost of tire disposal instead of sending 30% to the General Fund. Many government programs were already falling short and there were limited opportunities to recover the shortfall with grants. With rising fuel prices and disposal costs, there will be additional shortfalls.
- Electronics - Support additional funding to assist local governments in managing electronics recycling. Reevaluate the current framework to determine whether there are ways to improve the program. Not all manufacturers participate as they should, and requirements in the current law may be difficult to enforce with these manufacturers. Local governments need these funds to continue operating the programs.

Public Education

- Increase capital funding and the percentage of lottery proceeds appropriated to address school construction and facility needs.

Public Health

- Recurring Local Public Health Funding - Continue the overall effort to advocate for increases in recurring state-level public health funding that is flexible to meet the greatest local needs.
- Public Health Interventions to address Mental and Behavioral Health Crisis - Seek \$15 million in recurring appropriations to local health departments to enhance and spread public health interventions that address the mental health crisis in North Carolina.

Public Safety/Emergency Management Goal

- Increase funding for the Emergency Management Division of the N.C. Department of Public Safety for salaries impacted by reduced federal funding. Support ending the practice of relying on federal funding to cover more than 80% of workforce salaries. Allocating recurring state appropriations to fund salaries will ensure the division can fulfill its obligations to the local communities it serves, independent of fluctuating federal grant availability, and maintain critical functions at a local level during a time of increasing disasters and emergency responses.

Cumberland County 2024-2025 Suggested NCACC Legislative Goals

- Support establishing a per call payment system for volunteer fire departments that respond to emergency calls on limited access Interstate highways. State Troopers respond to calls on Interstate highways, but fire response is left to local fire departments. Rural low-wealth volunteer fire departments located near I-95 and I-295 in Cumberland County are seeing increasing calls, especially in construction zones. Local taxpayers are bearing the costs of these calls along these highways especially along highways with Interstate speed limits of 65 MPH or greater that fall under the state's jurisdiction.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 7/30/2024

SUBJECT: POLICY FOR LEASING COUNTY-OWNED PROPERTY

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The authority of counties to lease property to tenants is controlled by the statutes in Article 12 of Chapter 160A of the General Statutes. The statutes create different requirements for leases to other governmental units than to other tenants. A governmental unit means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution. Less restrictions apply to leases with other governmental units. For tenants other than governmental units, the most significant restriction is that leases with terms of more than ten years must be treated as a sale of the property. The ten-year limit includes any renewal or extension provisions. It does not apply to siting a renewable energy facility or a communications tower for a term up to 25 years.

The board requested that a policy be created for leasing county property to tenants. The county attorney drafted the attached policy for the board's consideration. The proposed policy addresses leasing to governmental units, to private tenants for specialty uses, and to private tenants for business office uses. The attached List of Current Leases demonstrates why the policy is written this way. The policy creates guidelines to establish consistency in the lease terms offered to tenants in similar circumstances. In summary, the policy provides:

- (1) the terms for leases to other governmental units should be specific to the use for the property by the

other governmental unit;

(2) the terms for leases to private tenants for specialty uses should also be specific to the use for the property for the private tenant; and

(3) the terms for leases to private tenants for ordinary business office uses should be consistent with similar leases with respect to the rent and property services provided for the leased premises by the county.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the draft policy and take such action as it deems appropriate.

ATTACHMENTS:

Description	Type
Lease Policy	Backup Material
List of Current Leases	Backup Material

8-5-2024 – DRAFT FOR DISCUSSION

Cumberland County Board of Commissioners Policy for Leasing County-owned Property

1.0. PURPOSE

The county leases county-owned land and buildings, or portions thereof, which are not needed for the county's purposes, to private and governmental unit tenants. For the purposes of this policy, a "governmental unit" has the same meaning as in G.S. § 160A-274, and a private tenant means any tenant that is not a governmental unit. It is the intent of the board of commissioners that the county not act as a landlord in the regular course of the county's business, but only as may be necessary for a tenant to provide services which the county is authorized to provide or when it is beneficial to the public or the county's ownership, maintenance, or planned future use of the property for it to be occupied and used for the purpose for which it is leased. The purpose of this policy is to establish the criteria to be considered for leasing county-owned property to private or governmental unit tenants with the goal that the lease terms of county-owned properties are consistent for similar tenants.

2.0. SCOPE

This policy shall apply to any lease of county-owned property to a private or governmental unit tenant for any purpose.

3.0. STATEMENT OF THE POLICY

3.1. The following conditions shall apply to all leases of county-owned property:

- a.** The board of commissioners must find that the property is not needed for the county's governmental purposes during the term of the proposed lease.
- b.** The proposed lease must comply with the statutory process for leasing transactions set forth in Article 12 of Chapter § 160A of the General Statutes.

3.2. For leases to a governmental unit, the lease terms shall be in accordance with the provisions of G.S. § 160A-274.

3.3. For leases to private tenants, the lease terms shall be subject to the following criteria:

- a.** For leases of buildings or portions of buildings for business office uses, to the greatest extent possible the lease terms for all tenants shall be similar with respect to the rent and the property services provided by the county on behalf of the tenant. Property services include, without limitation, utilities, telephone or internet service, interior and exterior maintenance of buildings, janitorial services, security services, grounds and landscaping maintenance, and garbage pickup. The rent should approximate the fair market rent for the location and condition of the premises and account for the property services to be provided by the county as lessor. When the fair market rent cannot be readily determined, the rent paid by the State of North Carolina for leases of similar property located in the City of Fayetteville may be regarded as a fair market rent.

8-5-2024 – DRAFT FOR DISCUSSION

b. For leases of property for specialty uses, the lease terms shall be specific to the use. Examples of specialty uses include leases of land, buildings, or space within buildings for the location of communications equipment or towers, residential group homes, the provision of medical services, or the provision of training services.

4.0 IMPLEMENTATION

Implementation of this policy shall be the responsibility of the County Manager.

FACILITY AND LAND LEASE AGREEMENTS

COUNTY AS LESSOR

Legal Updated May 30, 2023

LESSEE	LOCATION	DESCRIPTION	AMENITIES PROVIDED	RENT	EFFECTIVE DATE	EXPIRATION DATE	NOTES
GOVERNMENTAL UNITS:							
Alliance Health & Private Provider	1632 Sally Hill Circle	DSS Group Home - 5-year term	county provides all repair & maintenance; tenant responsible for utilities	\$1.00/yr	11/1/2021	11/2/2026	
Alliance Health & RI International	1724 Roxie Ave	Building lease - Crisis inpatient mental health facility	interior and exterior maintenance & repairs; all structural components and systems; landscaping; parking lot	none	7/1/2019	6/30/2025	
State of NC - Dept. of Agriculture & Consumer Services	301 E. Mountain Dr - Charlie Rose Ag-Expo Center	Witchweed program - 368 sf office for material storage	everything provided by county except telephone service	\$5,520 /yr \$15/sf	1/1/2024	12/31/2026	
State of NC - Dept. of Agriculture/Forestry	109 Bradford Ave	Antenna on radio tower & location for emergency communications equipment	minimal electricity	\$10 total	8/1/2021	7/31/2024	Expired-check status
State of NC - DHHS	1225 Ramsey St	4,326 SF office and training space at DSS	everything provided by county except telephone service	\$64,890/yr \$15/sf	9/30/2021	9/30/2026	Can be extended by State for two 5-yr terms with the same lease terms
US DOT - Federal Aviation Administration (FAA)	2721 Elizabethtown Rd - Arnette Park	619 sf for low-level wind shear alert sensor	none	none	5/1/2019	9/30/2039	
SPECIALTY USES:							
Crown Castle South LLC	853 Technology Drive	Land lease for cellular monopole 10-year term	none	\$5,000 one-time payment and \$12,068/yr	9/23/2022	9/23/2042	Amended lease that added 4 additional 5-yr extensions with rent increase of 15% each renewal
Vision Resource Center	2736 Cedar Creek Rd - Alphin House (2,752 sf)	to provide services to visually impaired persons	interior and exterior maintenance & repairs; structural components and systems; landscaping; paved areas	\$2,400/yr \$0.87/sf	7/1/2022	6/30/2025	
BUSINESS OFFICE USES:							
Coastal Horizons Center Inc	412 Russell Street	Office space - 1,212 sf (to provide community-based family services and TASC)	everything provided by county except telephone service	\$18,180/yr \$15/sf	5/1/2022	4/30/2025	
Cumberland County Communicare Inc	109 Bradford Ave	Office space - 14,494	everything provided by county except telephone service	\$42,808/yr \$2.95/sf	7/1/2021	6/30/2024	board extended to September 30, 2024
FACVB - Fayetteville Area Convention and Visitors Bureau, Inc.	245 Person Street	Building lease - 7,049 SF	county provides all repair & maintenance of exterior roof, walls, parking lot, landscaping & janitorial	\$74,014.50/yr \$10.50/sf	12/1/2022	11/30/2027	
Service Source Employment Services Inc.	12.96 acres and buildings at Ames Street	Building and land lease	none	\$1.00/yr	7/1/2022	6/30/2032	may be terminated by either party on 24 months notice



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: TYE VAUGHT, CHIEF OF STAFF/ INTERIM COMMUNITY
DEVELOPMENT DIRECTOR**

DATE: 7/29/2024

**SUBJECT: CUMBERLAND COUNTY COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP
PROGRAM AMENDED COOPERATION AGREEMENT**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): TYE VAUGHT, CHIEF OF STAFF/ INTERIM COMMUNITY
DEVELOPMENT DIRECTOR**

BACKGROUND

Cumberland County entered into Cooperation Agreements with the Towns of Spring Lake, Hope Mills, Eastover, Stedman, Wade, Falcon, Linden, and Godwin on April 15, 2003, indicating a desire to participate in the Urban County Designation. This allows the towns to receive Federal Entitlement Funding through the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs. The Cooperation Agreements have been subsequently amended in 2005, 2006, and 2015. Amended Cooperation Agreements were signed in 2005; however, the 2006 and 2015 revisions were adopted as resolutions and incorporated without the execution of amended agreements.

The Department of Housing and Urban Development (HUD) has requested that for the upcoming Urban County Designation requalification, the County and Towns enter into amended cooperation agreements incorporating the revisions made subsequent to the amended agreements signed in 2005. The County Attorney's Office has reviewed the amended cooperation agreements and resolutions, incorporating the language adopted in the resolutions of 2006 and 2015, as well as making minor changes to some of the

language in the amended cooperation agreements to ensure compliance with HUD regulations.

Each of the cooperating towns has signed an amended agreement. The substantive nature of the agreements have not changed, as the towns desire to continue participating in the Urban County Designation for purposes of funding projects through CDBG and HOME grants.

RECOMMENDATION / PROPOSED ACTION

Staff requests approval of the Amended Cooperation Agreements and that this item be forwarded to the August 19, 2024, Regular Meeting agenda as Consent Items and signed by the Chairman, upon the Board's authorization.

ATTACHMENTS:

Description	Type
CDBG & HOME Amended Cooperation Agreements	Backup Material

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 9th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF EASTOVER**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a HOME consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreements necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 9th day of July, 2024.

FOR THE TOWN OF EASTOVER, N.C.

BY: Charles McLaurin
Charles McLaurin, Mayor
Town of Eastover

ATTEST:

[Signature]
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and
provisions of the agreement are fully
authorized under State and local law and
that the agreement provides full legal
authority for the County to undertake or
assist in undertaking essential
community development and housing
assistance activities.—

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 11 day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF SPRING LAKE**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V -- D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 11 day of July, 2024.

FOR THE TOWN OF SPRING LAKE, N.C.

BY: Kia Anthony
Kia Anthony, Mayor
Town of Spring Lake



ATTEST:

Carly Butty
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, ____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 11th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF STEDMAN**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 11th day of July, 2024.

FOR THE TOWN OF STEDMAN, N.C.

BY: Martin Jones, Jr.
Martin Jones, Jr., Mayor
Town of Stedman

ATTEST:

Connie P. Veeder
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 15 day of JULY, 2024, by the *COUNTY OF CUMBERLAND*, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the *TOWN OF HOPE MILLS*, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and ~~publicly assisted housing, specifically urban renewal~~ lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - a. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;

- b. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;
- c. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- d. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or

non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

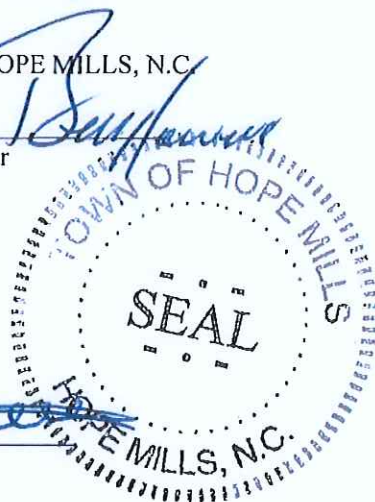
Executed this 15 day of July, 2024.

FOR THE TOWN OF HOPE MILLS, N.C.

BY: Jessie Bellflowers
Jessie Bellflowers, Mayor
Town of Hope Mills

ATTEST:

[Signature]
Town Clerk



FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, ~~specifically urban renewal and publicly assisted housing.~~

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 15th day of June, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF GODWIN**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 15 day of June, 2024.

FOR THE TOWN OF GODWIN, N.C.

BY: Willie Burnette
Willie Burnette, Mayor
Town of Godwin

ATTEST:

Jacqueline Cooper-Kelley
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 16th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF LINDEN**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 16th day of July, 2024.

FOR THE TOWN OF LINDEN, N.C.

BY: Frances B. Collier
Frances B. Collier Mayor
Town of Linden

ATTEST:

Kimberly Turner
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 9 day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF WADE**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

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THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal, and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

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THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

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Executed this 9 day of July, 2024.

FOR THE TOWN OF WADE, N.C.

BY: Johnny Lanthorn
Johnny Lanthorn, Mayor
Town of Wade

ATTEST:

Cindy Benchett
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 15th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF FALCON**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

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Executed this ____ day of _____, 2024.

FOR THE TOWN OF FALCON, N.C.

BY: Wayne G. Lucas
~~Frances B. Collier~~ Mayor Wayne G. Lucas
Town of Falcon

ATTEST:

Cheryl J. Reed
Clerk to the Board

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date



AMERICAN RESCUE PLAN

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 7/29/2024

SUBJECT: ARP COMMITTEE RECOMMENDATIONS

Requested by: AMERICAN RESCUE PLAN COMMITTEE

Presenter(s): TYE VAUGHT, CHIEF OF STAFF

BACKGROUND

The American Rescue Plan Committee met on August 6, 2024 at 11:00 a.m. to discuss funding recommendations. Staff will present the Committee's recommendations to the Board of Commissioners for consideration.

RECOMMENDATION / PROPOSED ACTION

Staff requests approval of the American Rescue Plan Committee's recommendations and that those items be moved to the August 19, 2024, Regular Meeting agenda as consent items.



BOARD OF COMMISSIONERS' OFFICE

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 7/30/2024

**SUBJECT: SPONSOR/PARTNERSHIP OF THE 10TH ANNUAL CHEMO CARE
PACKAGE DRIVE**

Requested by: COMMISSIONER VERONICA JONES

Presenter(s): COMMISSIONER VERONICA JONES

BACKGROUND

Requesting to sponsor/partner with Dr La' Keisha Chisolm and the Chisolm Foundation for the 10th Annual Chemo Care Package Drive for Cape Fear Valley Cancer Center patients.



BOARD OF COMMISSIONERS' OFFICE

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 7/30/2024

**SUBJECT: BOARDS AND COMMITTEES - OATH OF OFFICE AND
RECOGNITION**

Requested by: COMMISSIONER VERONICA JONES

Presenter(s): COMMISSIONER VERONICA JONES

BACKGROUND

Recommendation for new members of the Juvenile Crime Prevention Council and other Cumberland County Boards and Committees to attend a Board of Commissioners' Meeting to take an Oath of Office, receive a Certificate of Service Appreciation, and a Cumberland County pin.

RECOMMENDATION / PROPOSED ACTION

Request approval of the recommendation.



FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN DEAVER, FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER

DATE: 7/24/2024

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The attached financial report shows results of the General Fund for fiscal year 2024, June year-to-date. Additional detail has been provided on a separate page explaining percentages.

RECOMMENDATION / PROPOSED ACTION

No action needed. Report provided for information and discussion purposes only.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY22-23 AUDITED	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF June 30, 2024	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 173,008,171	\$ 174,316,451	\$ 174,316,451	\$ 177,235,795	101.7%	
Prior Years	1,227,090	1,274,781	1,274,781	954,128	74.8%	
Motor Vehicles	25,322,735	27,054,585	27,054,585	24,059,518	88.9% (1)	
Penalties and Interest	903,988	732,162	732,162	815,707	111.4%	
Other	1,040,783	1,150,355	1,150,355	1,222,547	106.3%	
Total Ad Valorem Taxes	201,502,767	204,528,334	204,528,334	204,287,695	99.9%	
Other Taxes						
Sales	62,946,775	66,330,475	66,330,475	53,343,205	80.4% (2)	
Real Estate Transfer	2,620,117	2,200,000	2,200,000	1,932,460	87.8%	
Other	842,915	832,262	832,262	837,674	100.7%	
Total Other Taxes	66,409,807	69,362,737	69,362,737	56,113,339	80.9%	
Unrestricted & Restricted Intergovernmental Revenues	69,259,446	72,884,504	82,817,712	64,518,494	77.9% (3)	
Charges for Services	14,807,065	13,391,478	14,238,966	15,246,834	107.1% (4)	
Other Sources (includes Transfers In)	27,571,906	10,738,371	6,963,812	17,010,394	244.3%	
Lease Land CFVMC	4,532,728	4,532,728	4,532,728	4,765,496	105.1%	
Total Other	32,104,634	15,271,099	11,496,540	21,775,890	189.4%	
Total Revenue	\$ 384,083,719	\$ 375,438,152	\$ 382,444,289	\$ 361,942,252	94.6%	
Fund Balance Appropriation		6,454,775	40,927,494	-	0.0%	
Total Funding Sources	\$ 384,083,719	\$ 381,892,927	\$ 423,371,783	\$ 361,942,252	85.5%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY22-23	FY23-24	FY23-24	(unaudited) AS OF			
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2024			
Governing Body	\$ 742,015	\$ 737,485	\$ 748,620	\$ 719,004	96.0%		
Administration	2,407,803	2,981,741	2,980,241	2,156,485	72.4%	(1)	
Public Information	1,313,573	1,789,756	1,829,490	1,523,911	83.3%		
Human Resources	1,105,075	1,350,074	1,350,074	1,239,329	91.8%		
Court Facilities	135,296	144,720	239,596	210,458	87.8%		
Facilities Maintenance	1,237,443	1,261,435	1,385,663	1,290,401	93.1%		
Landscaping & Grounds	829,912	789,040	789,040	684,752	86.8%		
Carpentry	218,434	234,055	234,055	239,882	102.5%		
Facilities Management	1,487,165	1,595,264	1,595,264	1,521,932	95.4%		
Public Buildings Janitorial	1,034,473	1,276,630	1,276,630	1,169,947	91.6%		
Central Maintenance	3,720,304	4,423,015	5,579,743	4,273,182	76.6%		
Innovation & Technology Services	7,302,362	9,229,693	9,430,063	8,377,810	88.8%		
Board of Elections	1,221,913	1,885,321	1,885,321	1,584,986	84.1%		
Financial Services	1,487,150	1,568,394	1,568,394	1,312,601	83.7%		
Legal	1,107,578	1,321,291	1,321,291	1,229,024	93.0%		
Register of Deeds	2,613,490	2,799,411	3,240,177	2,426,502	74.9%		
Tax	7,139,112	7,325,216	7,365,716	7,009,726	95.2%		
Debt Service	336,850	-	-	-	0.0%		
General Government Other	5,069,712	6,489,381	14,410,956	6,268,026	43.5%	(2)	
Sheriff	55,631,240	59,905,448	62,983,971	53,634,359	85.2%		
Emergency Services	4,644,689	5,076,820	5,284,601	4,429,424	83.8%		
Adult Drug Treatment Court	-	-	962,689	2,469	0.3%	(3)	
DWI Court	-	-	149,845	86,254	57.6%	(4)	
Justice Services	642,262	742,383	758,149	692,366	91.3%		
Youth Diversion	38,013	37,691	37,691	36,819	97.7%		
Veterans Treatment Court	-	-	948,996	2,469	0.3%	(5)	
Animal Services	3,921,983	4,493,335	4,577,915	3,978,614	86.9%		
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,437,673	2,034,642	3,314,812	2,309,111	69.7%	(6)	
Health	26,919,350	33,250,408	36,821,551	31,284,449	85.0%		
Mental Health	5,536,157	5,717,199	5,717,199	5,427,066	94.9%		
Social Services	56,096,221	70,087,126	71,666,887	57,134,052	79.7%		

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY22-23	FY23-24	FY23-24	YTD ACTUAL (unaudited) AS OF	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2024	BUDGET TO DATE	
Veteran Services	604,817	603,701	604,721	631,110	104.4%	
Child Support	5,525,083	6,227,054	6,227,054	5,973,808	95.9%	
Spring Lake Resource Administration	30,265	61,649	81,649	61,796	75.7%	
Library	11,263,871	11,605,594	12,412,827	11,034,469	88.9%	
Culture Recreation Other (Some of the Community Funding)	260,569	459,923	459,923	109,923	23.9%	(7)
Planning	3,181,344	3,606,363	3,646,789	3,400,775	93.3%	
Engineering	568,037	2,422,932	2,431,021	588,000	24.2%	(8)
Cooperative Extension	758,745	865,386	865,386	760,591	87.9%	
Location Services	241,407	237,473	237,473	234,708	98.8%	
Soil Conservation	1,155,340	590,634	1,781,415	890,392	50.0%	(9)
Public Utilities	103,625	104,723	104,723	107,180	102.3%	
Economic Physical Development Other	113,990	20,000	1,219,600	1,168,545	95.8%	
Economic Incentive	276,652	468,126	468,126	305,276	65.2%	(10)
Water and Sewer	1,569	100,000	200,843	172,689	86.0%	
Education	100,442,517	104,595,132	104,845,132	103,245,132	98.5%	
Other Uses:						
Transfers Out	43,532,750	21,377,263	37,330,461	753,512	2.0%	(11)
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 423,371,783	\$ 331,693,316	78.3%	

Expenditures by Category	FY22-23	FY23-24	FY23-24	YTD ACTUAL (unaudited) AS OF	PERCENT OF	
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2024	BUDGET TO DATE	
Personnel Expenditures	\$ 152,866,615	\$ 174,893,528	\$ 176,892,013	\$ 158,326,739	89.5%	
Operating Expenditures	161,927,032	181,714,774	196,325,845	165,629,360	84.4%	
Capital Outlay	5,111,432	3,907,362	12,823,464	6,983,705	54.5%	(12)
Transfers To Other Funds	43,532,750	21,377,263	37,330,461	753,512	2.0%	(11)
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 423,371,783	\$ 331,693,316	78.3%	

COUNTY OF CUMBERLAND

Fiscal Year 2024 - June Year-to-Date Actuals (Report Run Date: July 24, 2024)

Additional Detail

General Fund Revenues

*

- (1) **Motor Vehicles 88.9%** - YTD Actual reflects 11 months of collections.
- (2) **Sales Tax 80.4%** - YTD Actual reflects 9 months of collections. Collections for the fiscal year are first recorded in October.
- (3) **Unrestricted/Restricted Intergovernmental 77.9%** - There is typically a one to two month lag in receipt of this funding.
- (4) **Charges for Services 107.1%** - The largest component of charges for services is revenue from the Board of Ed for security at 20% of budget. 90% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Administration 72.4%** - Personnel costs are low as a result of vacancies in the department.
- (2) **General Government Other 43.5%** - ARP Freed-Up Capacity funds are budgeted and not yet expended with the majority belonging to upfitting the Employee Daycare and for Non-Profit Assistance contracts.
- (3) **Adult Drug Treatment Court 0.3%** - Expenditures for this DOJ grant began 10/1/23.
- (4) **DWI Court 57.6%** - Expenditures for this DOJ grant began 10/1/23.
- (5) **Veterans Treatment Court 0.3%** - Expenditures for this DOJ grant began 10/1/23.
- (6) **Public Safety Other 69.7%** - Approximately \$591K budgeted for reimbursements for an interlocal agreement with the City of Fayetteville is unexpended.
- (7) **Culture Recreation Other 23.9%** - Approximately \$350K is encumbered for an interlocal agreement with the City of Fayetteville and is unexpended.
- (8) **Engineering 24.2%** - Approximately \$1.7M budgeted for generators is unexpended.
- (9) **Soil Conservation 50.0%** - Approximately \$821K in USDA Grant funds were budgeted and are unexpended.
- (10) **Economic Incentive 65.2%** - 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 54.5%** - These capital outlay items are typically purchased in the second and third quarters of the fiscal year.



AMERICAN RESCUE PLAN

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 7/29/2024

SUBJECT: ARPA QUARTERLY PROJECT AND EXPENDITURE REPORT AS OF JUNE 30, 2024

Requested by: AMERICAN RESCUE PLAN COMMITTEE

Presenter(s): N/A

BACKGROUND

Quarterly project and expenditure reporting of American Rescue Plan Act funding is required for metropolitan cities and counties with a population that exceeds 250,000. Cumberland County's quarterly report of projects and expenditures was submitted for the timeframe of April 1, 2024 through June 30, 2024.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.

ATTACHMENTS:

Description	Type
ARPA Quarterly Project and Expenditure Report as of June 30, 2024	Backup Material

SLFRF Compliance Report - SLT-1353 - P&E Report - Q2 2024
Report Period : Quarter 2 2024 (April-June)

Recipient Profile

Recipient Information

Recipient UEI	VAUSC2ZZKJ78
Recipient TIN	566000291
Recipient Legal Entity Name	County Of Cumberland, North Carolina
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	117 Dick Street
Recipient Address 2	
Recipient Address 3	
Recipient City	Fayetteville
Recipient State/Territory	NC
Recipient Zip5	28301
Recipient Zip+4	
Recipient Reporting Tier	Tier 1. States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents
Base Year Fiscal Year End Date	6/30/2024
Discrepancies Explanation	
Who approves the budget in your jurisdiction?	Other (Specify)
Is your budget considered executed at the point of obligation?	Yes
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Public Sector Staff Workforce: Rehiring Public Sector Staff

Project Identification Number	AR302
Project Expenditure Category	3-Public Health-Negative Economic Impact: Public Sector Capacity
Project Expenditure Subcategory	3.2-Public Sector Workforce: Rehiring Public Sector Staff
Status To Completion	Completed
Adopted Budget	\$14,704,117.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$14,704,117.00
Total Cumulative Expenditures	\$14,704,117.00
Current Period Obligations	\$268,872.00
Current Period Expenditures	\$0.00
Project Description	Salary and benefit cost to restore employment to pre-pandemic levels.
Does this project include a capital expenditure?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Salary and benefit cost to restore employment level to pre-pandemic level.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Calculations followed per final rule.
Number of FTEs rehired by governments under this authority	100

Project Name: Medical Expense

Project Identification Number	AR106
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.6-Medical Expenses (including Alternative Care Facilities)
Status To Completion	Completed
Adopted Budget	\$961,914.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$961,914.00
Total Cumulative Expenditures	\$961,914.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for COVID19 treatment

Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Cumberland County's self-funded claims costs for COVID19 treatment
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: COVID19 Testing

Project Identification Number	AR102
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.2-COVID-19 Testing
Status To Completion	Completed
Adopted Budget	\$166,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$166,000.00
Total Cumulative Expenditures	\$166,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for COVID19 testing
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Reimburse Cumberland County for self-funded claims for COVID19 testing.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.

Project Name: COVID19 Vaccinations

Project Identification Number	AR101
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.1-COVID-19 Vaccination
Status To Completion	Completed
Adopted Budget	\$72,086.00

Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$72,086.00
Total Cumulative Expenditures	\$72,086.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for vaccinations.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Reimburse Cumberland County for self-funded claims for vaccinations.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.

Project Name: Direct Costs to Administer ARPA Funds

Project Identification Number	AR701
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.1-Administrative Expenses
Status To Completion	Completed less than 50%
Adopted Budget	\$2,093,572.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,093,572.00
Total Cumulative Expenditures	\$600,358.15
Current Period Obligations	\$0.00
Current Period Expenditures	\$106,583.05
Project Description	Salary and benefit costs of ARPA program manager, ARPA Finance Accountant, Strategic Project Analyst, supplies and materials, advertising and other operating costs, and transfer to the general fund for interest income earned.

Project Name: Grays Creek Water Project

Project Identification Number	AR515
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.15-Drinking water: Other water infrastructure
Status To Completion	Completed less than 50%
Adopted Budget	\$10,000,000.00
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$6,069,000.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$6,069,000.00
Current Period Expenditures	\$0.00
Project Description	The Grays Creek area of Cumberland County has been tested and confirmed to have above normal/unsafe limits of contaminants within its ground water and wells that provide water to the schools, residences, and businesses in the area. Construction is planned to create a community water system to address the existing public health problems associated with consuming unsafe drinking water provided by the individual well. ARPA funds will assist in partially funding the initial phases of this water project.
Projected/actual construction start date	10/1/2024
Projected/actual initiation of operations date	10/1/2026
Location Type(for broadband, geospatial location data)	Address Range
Location Details	Gray's Creek Township
Public Water System (PWS) ID Number	N/A
National Pollutant Discharge Elimination System (NPDES) Permit Number	N/A
Median Household Income of service area	\$69,600.00
Lowest Quintile Income of the service area	\$37,650.00

Project Name: Shaw Heights Sanitary Sewer System Project

Project Identification Number	AR505
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.5-Clean Water: Other sewer infrastructure
Status To Completion	Not Started
Adopted Budget	\$9,300,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County is in the process of exploring the addition of a sanitary sewer system located within the Shaw Heights community, which is located within a Qualified Census Tract (QCT). Failing septic systems has been an issue within this community and in order for the Shaw Heights Affordable Housing ARPA Project (AR215) to be the most successful, the installation and construction of new pipes, pump stations, and force mains for sewer systems is required.

Project Name: Broadband Expansion

Project Identification Number	AR521
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.21-Broadband: Other projects
Status To Completion	Not Started
Adopted Budget	\$3,083,987.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County has partnered with an internet service provider (Connect Holding II LLC) to expand fiber optic internet access into the more remote areas of the County. ARPA funds will provide for a portion of the project cost with the remaining required funds coming from the State of North Carolina and the internet service provider. A state grant has been awarded and the combined funds will provide access to approximately 758 locations. Cumberland County is also participating in the Completing Access to Broadband (CAB) program, which will further expand broadband to underserved communities within the County.
Projected/actual construction start date	12/31/2024
Projected/actual initiation of operations date	12/31/2025

Project Name: Homeless Shelter Property

Project Identification Number	AR216
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.16-Long-Term Housing Security: Services for Unhoused persons
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
	Cumberland County is in the process of exploring potential property/building locations for a homeless shelter to be located within a qualified census tract. A previously issued needs assessment survey indicated the County is lacking in available temporary housing solutions and beds available for

Project Description	the homeless population. Although this item is budgeted utilizing a portion of ARPA funds currently, it is expected that this will be removed from consideration as we now understand with the Final Rule this type of project is not allowed.
Does this project include a capital expenditure?	No
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$250,000.00
Type of capital expenditures, based on the following enumerated uses	Improvements to existing facilities
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	0
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	0

Project Name: Shaw Heights Affordable Housing

Project Identification Number	AR215
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.15-Long-Term Housing Security: Affordable Housing
Status To Completion	Not Started
Adopted Budget	\$9,100,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County is in the planning phase of construction of affordable housing to be located within the Shaw Heights community, which is located within a Qualified Census Tract (QCT). This project is being explored in conjunction with the installation of a sanitary sewer system described in the Shaw Heights Sanitary Sewer System ARPA Project (AR505). The number of housing units is to be determined. The affordable housing units will provide for permanent housing options for those citizens who are within the low to moderate income range. Housing units are also planned for the County's Phoenix Place Permanent Supportive Housing project.

Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$9,100,000.00
Type of capital expenditures, based on the following enumerated uses	Affordable housing, supportive housing, or recovery housing
Capital Expenditure Justification	Due to lack of affordable housing in the community, the project will develop additional housing units to support the needs of low to moderate income households.
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: First Time Home Buyers Program

Project Identification Number	AR218
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.18-Housing Support: Other Housing Assistance
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Cumberland County plans to issue a request for applications, with a focus on first-time home buyers of low to moderate income and/or those who have had an adverse economic impact as a result of COVID-19, and/or residents of a Qualified Census Tract (QCT). Eligible applicants may receive financial assistance in the household per person amounts that do not exceed the payment totals provided by the federal government within the COVID-19 Stimulus & Relief packages.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or	ARP project cancelled.

negative economic impact of Covid-19	
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Project Name: Rental Assistance

Project Identification Number	AR202
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.2-Household Assistance: Rent, Mortgage, and Utility Aid
Status To Completion	Completed
Adopted Budget	\$500,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$500,000.00
Total Cumulative Expenditures	\$500,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County plans to issue a request for applications tailored to those who had an existing rental lease and utilities, who were negatively affected by the pandemic, and who have been thus rendered unable to maintain their current rental lease and utility payments. Eligibility will be limited to providing rental and utility assistance to those who reside in a QCT, and/or those who qualify as low to moderate income households, without duplicating similar assistance that has already been provided to these households.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Rental assistance to landlords and tenants who have defaulted in payment of rent in Cumberland County.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Rental assistance was provided to individuals who faced financial hardship due to COVID19.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	146

Project Name: Board Meeting Room Update

Project Identification Number	AR104
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care

	facilities, etc.)
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Board of Commissioner meetings are required to be open to the public. Sufficient space is not available in the current congregate meeting room to allow for social distancing between commissioners or in the employee/public seating area. Funds will be utilized to enhance airflow, provide commissioner and employee/public seating sufficient enough to provide for social distancing in a different meeting room that will allow for safety in this congregate setting.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,000,000.00
Type of capital expenditures, based on the following enumerated uses	Improvements to existing facilities
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	To provide social distancing within a congregate space.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	General aim/requirement to make local government public meetings accessible to the general public.

Project Name: CCOVID Assistance to Nonprofits

Project Identification Number	AR109
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.9-COVID-19 Assistance to Non-Profits
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00

Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Cumberland County has issued a formal request for proposals seeking the assistance of nonprofit entities to recommend ideas on how to best provide county citizens in need with supports/services to aid in COVID-19 recovery efforts. The highest ranked proposals will be considered for a subaward or contractual agreement. A sub-committee was established and is in the process of reviewing responses. It is anticipated that award recommendations will be made during August 2022.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	0

Project Name: Provision of Government Services

Project Identification Number	AR610
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$10,000,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$10,000,000.00
Total Cumulative Expenditures	\$10,000,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	The funds were utilized to cover staffing/payroll costs of the Sheriff's Office and Detention Center. The funds will cover salaries and corresponding fringe benefit expenses for those employees beginning in April 2022 until available funds are exhausted. Covered salaries are based on Cumberland County's current pay schedule and the fringe benefits are based on the Board of Commissioner adopted benefits ordinance.

Project Name: COVID19 Small Business Assistance

Project Identification Number	AR108
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Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.8-COVID-19 Assistance to Small Businesses
Status To Completion	Completed 50% or more
Adopted Budget	\$2,387,014.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,387,014.00
Total Cumulative Expenditures	\$1,966,206.44
Current Period Obligations	\$0.00
Current Period Expenditures	\$538,903.76
Project Description	Cumberland County has issued a request for applications, focused on for-profit small businesses located within the County. Eligible small businesses have an opportunity to receive a one-time amount up to \$50,000 to aid in COVID-19 recovery efforts. Higher priority is being given to eligible small businesses who employ one or more individuals of low to moderate income and/or whose business is located within a qualified census tract.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Secondary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Cumberland County issued requests for applications, focused on for-profit small businesses located within the County. Eligible small businesses had the opportunity to receive a one-time amount up to \$50,000 to aid in COVID-19 recovery efforts. Higher priority is being given to eligible small businesses who employ one or more individuals of low to moderate income.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Applicants certified they had lost revenue. Application process addresses the hiring or keeping low to moderate income workers and reimbursement to cover that cost.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	60

Project Name: FSU Assistance to Small Businesses

Project Identification Number	AR230
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.30-Technical Assistance, Counseling, or Business Planning
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00

Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	A subrecipient agreement is planned with Fayetteville State University (FSU). The funds will be used to support the Innovation and Entrepreneurship Hub, which seeks to increase access to technical assistance, counseling services to help local business meet their business planning needs. The hub will provide advisory services, education, entrepreneurial summits, and expositions to local businesses.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	0

Project Name: Community Paramedics Program

Project Identification Number	AR112
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.12-Mental Health Services
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
	A subrecipient agreement is planned with Cape Fear Valley Health center who will provide a Community Paramedic Community Response Program. Cumberland County EMS Community Paramedics are uniquely suited to respond in the 911 environment to crisis mental health and substance

Project Description	abuse/overdose calls within the geopolitical boundaries of Cumberland County. The team will work alongside Licensed Clinical Social Workers (LCSW) that are healthcare practitioners trained in mental health, substance abuse counseling, and patient management.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Project cancelled.

Project Name: Trade Job Training Program

Project Identification Number	AR210
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.10-Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)
Status To Completion	Completed less than 50%
Adopted Budget	\$2,500,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,500,000.00
Total Cumulative Expenditures	\$600,787.15
Current Period Obligations	\$0.00
Current Period Expenditures	\$365,806.84
Project Description	A subrecipient agreement is planned with FTCC. The funds will be used to support the "Hope, Opportunity, Prosperity through Education" or HOPE Program, which seeks to increase the social and economic mobility of participants through accelerated training connected to high-demand employment opportunities in various trades through on-the-job training with local businesses.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$1,800,072.00
Is a program evaluation of the project being conducted?	Yes
What Impacted and/or Disproportionally Impacted	

population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Is a program evaluation of the project being conducted?	Yes
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The goal of the H.O.P.E Initiative is to increase social and emotional mobility of disproportionately impacted populations through workforce training programs that lead to high-quality post-secondary credentials or degrees aligned with in-demand employment opportunities that provide living wage employment opportunities. The program will focus primarily on preparing participants for careers in the skilled trades. Also includes the Cumberland County Ignite (Internship) Program.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The skilled trades shortage began before the pandemic, but COVID-19 exacerbated the problem. According to the US Bureau of Labor Statistics, nearly 9 million skilled labor jobs were lost during the pandemic and only about half been filled.

Project Name: Opioid Education Program

Project Identification Number	AR113
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.13-Substance Use Services
Status To Completion	Not Started
Adopted Budget	\$300,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Opioid Education Program for the K-12 Cumberland County School District.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.

Subrecipients

Subrecipient Name: County of Cumberland

TIN	566000291
Unique Entity Identifier	vausc2zzkj78
POC Email Address	
Address Line 1	117 Dick Street
Address Line 2	
Address Line 3	
City	Fayetteville
State	NC
Zip	28302
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Fayetteville Technical Community College

TIN	
Unique Entity Identifier	hu25muvye8m4
POC Email Address	
Address Line 1	PO BOX 35236
Address Line 2	
Address Line 3	
City	Fayetteville
State	NC
Zip	28303
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subawards

Subward No: AR101

Subaward Type	Direct Payment
Subaward Obligation	\$72,086.00
Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	FAYETTEVILLE
Place of Performance State	NC
Place of Performance Zip	28306
Place of Performance Zip+4	
Description	Reimbursement to Cumberland County for self funded claims for vaccinations.
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	11/5/2022

Subward No: AR102

Subaward Type	Direct Payment
Subaward Obligation	\$166,000.00
Subaward Date	3/1/2022
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's self-funded claims costs for COVID19 testing
Subrecipient	County of Cumberland
Period of Performance Start	11/5/2022
Period of Performance End	11/5/2022

Subward No: AR106

Subaward Type	Direct Payment
Subaward Obligation	\$961,914.00

Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's self-funded claims costs for COVID19 treatment
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	11/5/2022

Subward No: AR302

Subaward Type	Direct Payment
Subaward Obligation	\$14,704,117.00
Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick St
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28301
Place of Performance Zip+4	
Description	Salary and benefit cost to restore employment to pre-pandemic levels.
Subrecipient	County of Cumberland
Period of Performance Start	6/30/2021
Period of Performance End	12/31/2026

Subward No: DIRECT ADMIN

Subaward Type	Direct Payment
Subaward Obligation	\$2,093,572.00
Subaward Date	1/24/2022
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC

Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's Direct Admin - Per the final rule, up to 10% of allocated funds can be used for direct admin. This period includes costs for salary and benefit costs of ARPA program manager, supplies and materials, advertising and other operating costs.
Subrecipient	County of Cumberland
Period of Performance Start	1/24/2022
Period of Performance End	12/31/2026

Subward No: AR210

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$2,000,000.00
Subaward Date	2/20/2023
Place of Performance Address 1	PO Box 35236
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28303
Place of Performance Zip+4	
Description	The goal of the H.O.P.E. initiative is to increase social and economic mobility of disproportionately impacted populations through workforce training programs that lead to high-quality post-secondary credentials or degrees aligned with in-demand employment opportunities that provide living wage employment opportunities. The program will focus on preparing participants for careers in the skilled trades.
Subrecipient	Fayetteville Technical Community College
Period of Performance Start	2/20/2023
Period of Performance End	3/31/2025

Expenditures

Expenditures for Awards more than \$50,000

Expenditure: EN-00841642

Project Name	COVID19 Vaccinations
Subaward ID	SUB-0545367
Subaward No	AR101
Subaward Amount	\$72,086.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	11/5/2022
Expenditure Amount	\$72,086.00

Expenditure: EN-00847916

Project Name	COVID19 Testing
Subaward ID	SUB-0548146
Subaward No	AR102
Subaward Amount	\$166,000.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2022
Expenditure End	11/5/2022
Expenditure Amount	\$166,000.00

Expenditure: EN-00848397

Project Name	Medical Expense
Subaward ID	SUB-0548299
Subaward No	AR106
Subaward Amount	\$961,914.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	11/5/2022
Expenditure Amount	\$961,914.00

Expenditure: EN-01358210

Project Name	Public Sector Staff Workforce: Rehiring Public Sector Staff
Subaward ID	SUB-0664312
Subaward No	AR302
Subaward Amount	\$14,704,117.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	12/31/2026
Expenditure Amount	\$14,435,245.00

Expenditure: EN-02007346

Project Name	Public Sector Staff Workforce: Rehiring Public Sector Staff
Subaward ID	SUB-0664312
Subaward No	AR302
Subaward Amount	\$14,704,117.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$268,872.00

Expenditure: EN-02007770

Project Name	Direct Costs to Administer ARPA Funds
Subaward ID	SUB-0335972
Subaward No	DIRECT ADMIN
Subaward Amount	\$2,093,572.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$144,794.30

Expenditure: EN-00434338

Project Name	Direct Costs to Administer ARPA Funds
Subaward ID	SUB-0335972

Subaward No	DIRECT ADMIN
Subaward Amount	\$2,093,572.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/24/2022
Expenditure End	6/30/2022
Expenditure Amount	\$0.00

Expenditure: EN-01676436

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College
Expenditure Start	2/20/2023
Expenditure End	6/30/2023
Expenditure Amount	\$131,612.92

Expenditure: EN-02007782

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$103,367.39

Expenditure: EN-02148580

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College

Expenditure Start	4/1/2024
Expenditure End	6/30/2024
Expenditure Amount	\$365,806.84

Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-01248006

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,054,907.87
Total Period Obligation Amount	\$2,387,014.00

Expenditure: EN-02007360

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$372,394.81
Total Period Obligation Amount	\$0.00

Expenditure: EN-02148536

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$538,903.76
Total Period Obligation Amount	\$0.00

Expenditure: EN-00662324

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Expenditure: EN-01247701

Project Name	Rental Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$19,324.52

Expenditure: EN-02148749

Project Name	Grays Creek Water Project
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$0.00

Total Period Obligation Amount	\$6,069,000.00
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Expenditure: EN-02148726

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$106,583.05
Total Period Obligation Amount	\$0.00

Expenditure: EN-00305141

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Expenditure: EN-00435006

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$348,980.80
Total Period Obligation Amount	\$0.00

Expenditure: EN-02182432

Project Name	Trade Job Training Program
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$500,000.00

Payments To Individuals

Expenditure: EN-01247708

Project Name	Rental Assistance
Total Period Expenditure Amount	\$480,675.48
Total Period Obligation Amount	\$480,675.48

Expenditure: EN-02148795

Project Name	Rental Assistance
Total Period Expenditure Amount	\$19,324.52
Total Period Obligation Amount	\$0.00

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	The funds have been utilized to cover staffing/payroll costs of the Sheriff's Office and Detention Center. The funds covered salaries and corresponding fringe benefit expenses for those employees beginning in April 2022 until available funds are exhausted. Covered salaries are based on Cumberland County's current pay schedule and the fringe benefits are based on the Board of Commissioner adopted benefits ordinance.

Overview

Total Obligations	\$39,453,703.00
Total Expenditures	\$29,571,468.74
Total Adopted Budget	\$65,168,690.00
Total Number of Projects	20
Total Number of Subawards	6
Total Number of Expenditures	22

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?	Yes
Have you submitted a single audit or program specific audit report to the Federal Audit Clearinghouse (FAC)?	Yes

Certification

Authorized Representative Name	Tye Vaught
Authorized Representative Telephone	(910) 678-7776
Authorized Representative Title	ARP Program Manager
Authorized Representative Email	tvaught@cumberlandcountync.gov
Submission Date	7/24/2024 10:17 AM



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 7/24/2024

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 5.31% for the month of June as compared to the same month in FY23. To provide some perspective, below is the twelve-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 June	\$25,658,447
Less year to date stop loss credits	(\$1,864,136)
Net year to date claims and premium payment through June	\$23,794,311

Average monthly claims and fully insured premium (before stop loss) per fiscal year through June:

FY20 \$1,579,067

FY21 \$1,721,116

FY22 \$2,148,726

FY23 \$2,010,895

FY24 \$2,138,204

RECOMMENDATION / PROPOSED ACTION

Information only – no action needed.

ATTACHMENTS:

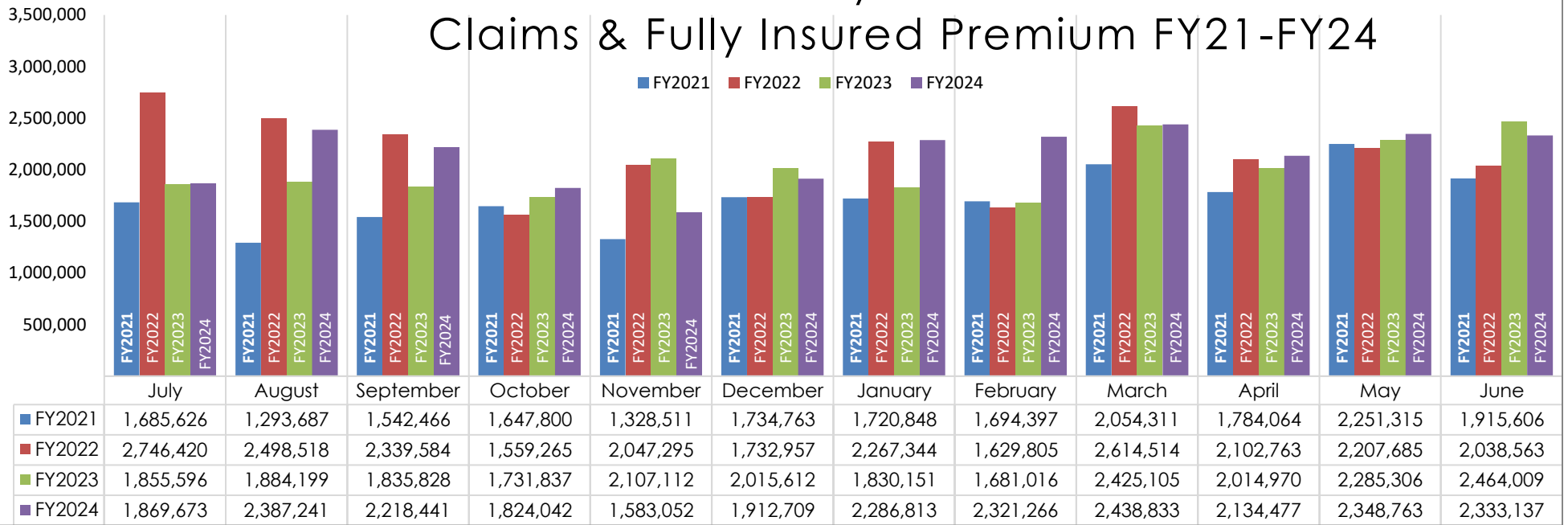
Description

Health Insurance Graphs

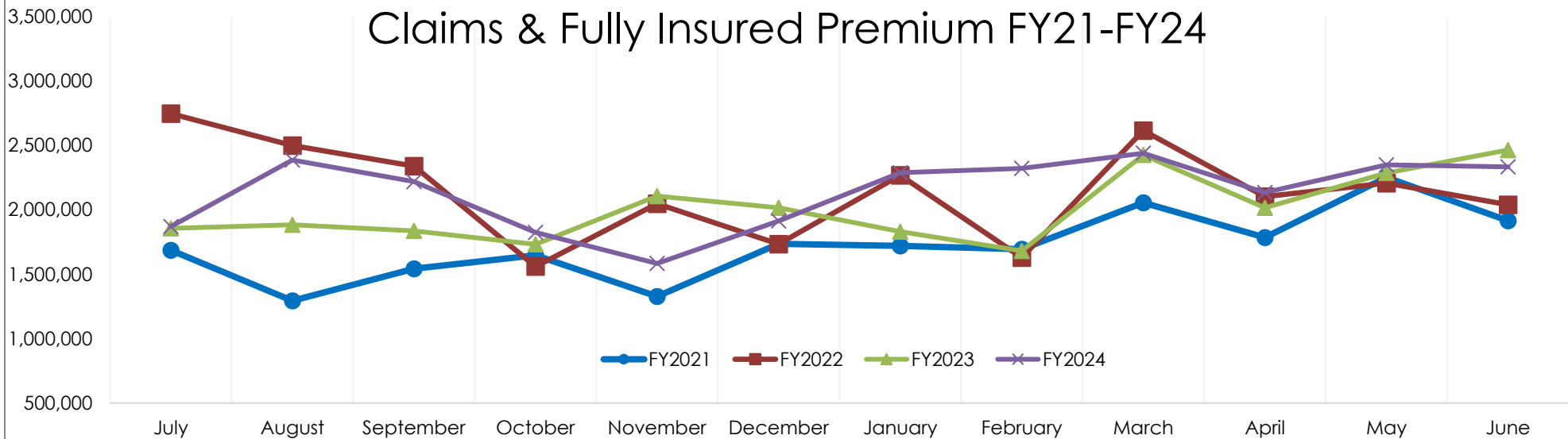
Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY21-FY24



Monthly Insurance Claims & Fully Insured Premium FY21-FY24





ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 8/6/2024

SUBJECT: WELLPATH, LLC. QUARTERLY STATISTICAL REPORT ON INMATE HEALTH CARE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

Through a contract with the Board of County Commissioners, Wellpath, LLC,. has been providing services to the inmates at the Cumberland County Detention center since December, 2023.

The most recently updated quarterly statistical report of inmate healthcare as reported by Cumberland County Pubic Health is provided in the attachment.

RECOMMENDATION / PROPOSED ACTION

For information only. No action needed.

ATTACHMENTS:

Description	Type
Wellpath, LLC Quarterly Statistical Report on Inmate Health	Backup Material

		Dec-23	Jan-24
1	Hospital Admissions	2	1
	Top 5 Reasons	Hepatomegaly	Diabetes
		Sarcoidosis	
2	ER	9	9
3	Outside Medical Appointments	0	1
4	In House-X Ray Services	4	27
5	On-site Mental Health	57	133
6	Physician/Provider Visits	472	493
7	Dental Visits Onsite and Offsite	72	23
8	Receiving Screens-Medical Staff	366	528
9	Sick Call-Medical Staff	1712	2158
10	RPR (STDS)	0	1
11	STDS Treated	31	29
12	Medical Refusals	70	94
13	Glucose Checks	849	851
14	BP Checks	711	800
15	TB Screens/PPD Tests	20	118
16	TB Positive	1	5
17	Staph/MRSA Patients	0	0
18	Pregnant Females	5	9
19	HIV Patients	15	23
20	HIV Patients Receiving Treatment	14	16
21	Inmates on Suicide Watch	32	37
22	Inmate Deaths	0	0
23	Inmates on Detox Protocol	89	109
24	Diabetic Patients	63	56
25	Asthma Patients	67	68
26	Medication Administered	26040	28348
27	Health Assessments Completed	9	0
28	Mental Health Admissions/Substance Abuse	127	171
29	Number of Diagnosed MH/Substance Use Disorder	213	326
30	Number on MAT	0	17
31	Number who Initiated MAT-Induction	0	0
32	Number Referred for MAT-Post Discharge	0	0
33	Individuals on MAT Previously Incarcerated	0	17
34	Positive for COVID	1	1
35	Positive for Reportable Communicable Diseases	11	27
36	Serviced Veterans	24	45

Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
3	4				
Hepatomegaly	Diabetes w Ketoacidosis				
Opioid dependence	Acute gastritis				
Peritonsillar abscess	Edema of larynx-Suicide attempt				
	Convulsions -Other seizures				
24	15				
4	3				
42	21				
159	160				
498	644				
30	76				
522	547				
2667	2163				
3	4				
37	22				
101	73				
771	931				
923	564				
101	108				
7	1				
1	0				
5	5				
23	19				
18	18				
30	44				
0	0				
106	138				
59	61				
78	103				
26840	27981				
2	13				
138	128				
337	267				
19	35				
1	16				
0	3				
19	35				
1	12				
35	33				
57	61				

[illegible]

Cumberland County Public Health - Quarterly Statistics Report on Inmate Health Care

July 1, 2020 - June 30, 2024

Provided for the Cumberland County Board of Commissioners

Data Set	Description	Fiscal Year 2024				Fiscal Year 2025				Fiscal Year 2026				Fiscal Year 2027				Average over all Quarters
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
1	ER	15	37	48	34	0	0											21
2	Outside Medical Appointments	0	6	8	33	0	0											10
3	In House-X Ray Services	1	56	90	73	0	0											41
4	On-site Mental Health	491	2171	452	1064	0	0											379
5	Physician/Provider Visits	54	1157	1635	995	0	0											658
6	Dental Visits Onsite and Offsite	0	144	129	184	0	0											78
7	Receiving Screens-Medical Staff	0	740	1597	2131	0	0											932
8	Sick Call-Medical Staff	162	2060	6988	967	0	0											1989
9	RPR (STDS)	0	31	8	11	0	0											5
10	STDS Treated	504	893	88	45	0	0											33
11	Medical Refusals	272	607	268	434	0	0											176
12	Glucose Checks	961	2880	2553	3256	0	0											1452
13	BP Checks	796	3611	2287	2665	0	0											1238
14	TB Screens/PPD Tests	0	40	327	156	0	0											121
15	TB Positive	0	1	13	2	0	0											4
16	Staph/MRSA Patients	N/A	0	1	5	0	0											2
17	Pregnant Females	0	16	19	11	0	0											8
18	HIV Patients	N/A	15	65	84	0	0											37
19	HIV Patients Receiving Treatment	N/A	14	52	74	0	0											32
20	Inmates on Suicide Watch	23	107	111	88	0	0											50
21	Inmate Deaths	0	0	0	0	0	0											0
22	Inmates on Detox Protocol	677	1273	353	349	0	0											176
23	Diabetic Patients	0	1016	176	178	0	0											89
24	Asthma Patients	0	26373	249	287	0	0											134
25	Medication Administered	0	26040	83169	83856	0	0											41756
26	Health Assessments Completed	N/A	9	15	131	0	0											37
27	Mental Health Admissions/Substance Abuse	N/A	127	437	479	0	0											229
28	Number of Diagnosed MH/Substance Use Disorder	N/A	213	930	854	0	0											446
29	Number on MAT	N/A	0	71	151	0	0											56
30	Number who Initiated MAT-Induction	N/A	0	17	0	0	0											4
31	Number Referred for MAT-Post Discharge	N/A	0	3	43	0	0											12
32	Individuals on MAT Previously Incarcerated	N/A	0	71	133	0	0											51
33	Positive for COVID	361	390	14	1	0	0											4
34	Positive for Reportable Communicable Diseases	N/A	11	95	115	0	0											53
35	Serviced Veterans	N/A	24	163	122	0	0											71

ADDITIONAL INFORMATION ON OUTLIERS AS COMPARED TO AVERAGES:

Please note: HIPAA laws do not allow cause of death information to be released within the quarterly reports.

	1st Quarter FY 2024 data only reflects data from September 2023 as the HD did not record data for July and August 2023.
	2nd Quarter FY 2024 data only reflects data from October and November 2023 as the provider swithced to WellPath effective December 1, 2023. Blue highlighted column designates the first full quarter of WellPath services in the Detention Center. "Average over all Quarters" only includes data from FY2024 3Q and on.
	Top reasons for hospital admissions (18 total) for January - June 2024 are <u>Hepatomegaly, Suicide Attempt, Cellulitis and Diabetes Complications</u>



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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA JAYNE, GRANTS MANAGER

DATE: 7/31/2024

SUBJECT: COUNTY COMPETITIVE GRANTS UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): LISA JAYNE, GRANTS MANAGER

BACKGROUND

Two reports are provided on grant activity. The first report is a summary for Fiscal Year 2024. The second is the monthly report for July 2024.

RECOMMENDATION / PROPOSED ACTION

No action is needed. This item is provided for information purposes only.

ATTACHMENTS:

Description	Type
FY2024 Grants report	Backup Material
July 2024 Grants Monthly report	Backup Material

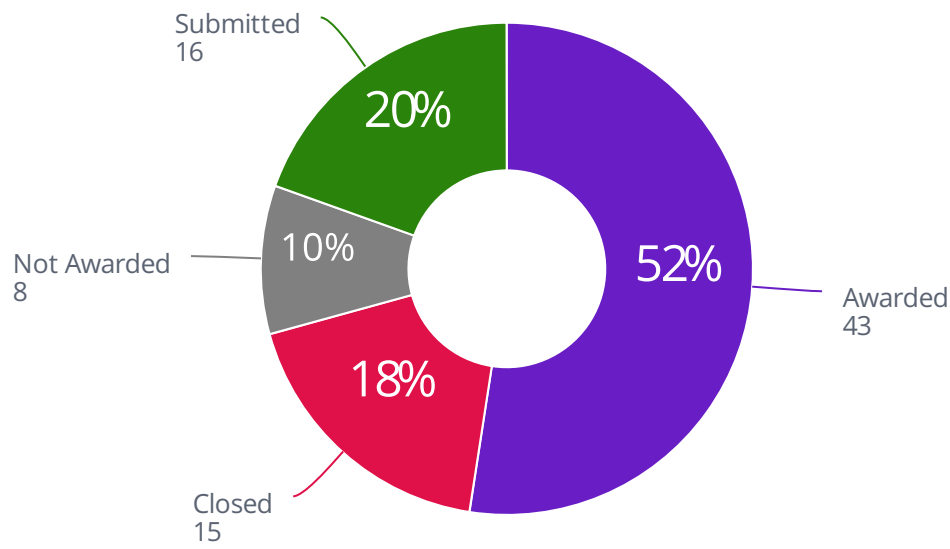
Filters

STATUS DATE 7/1/23 to 6/30/24

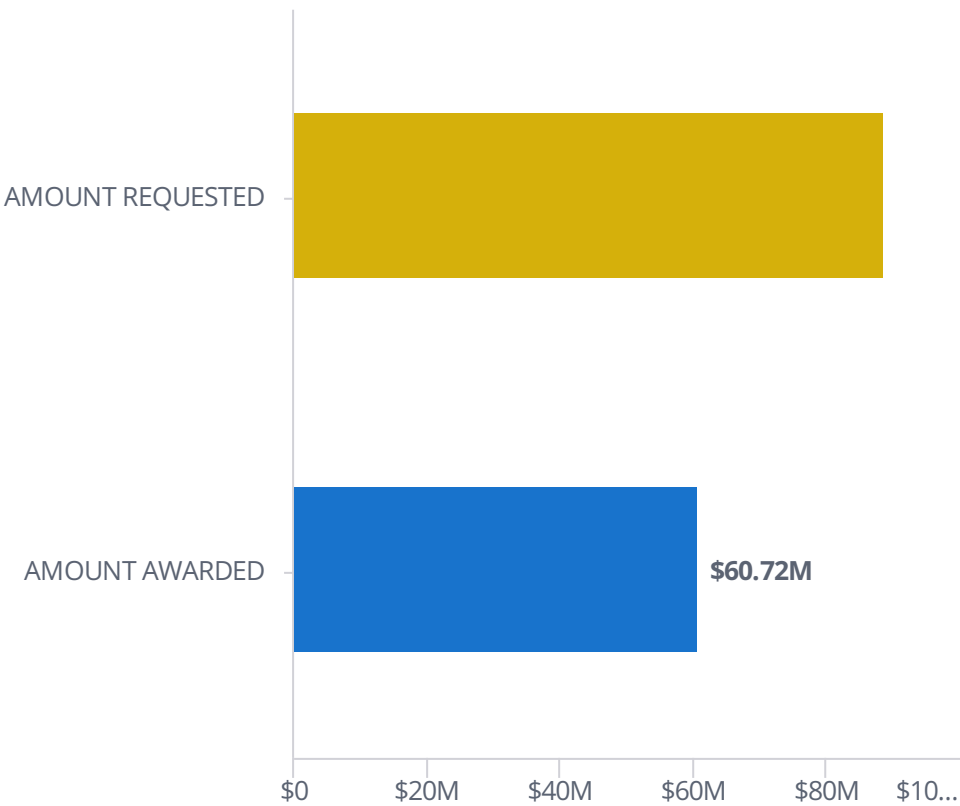
Grants Management Dashboard

Filter by Department	Total Amount Requested	Total Amount Awarded
DEPARTMENT	\$88.52M	\$60.72M

Grant Status



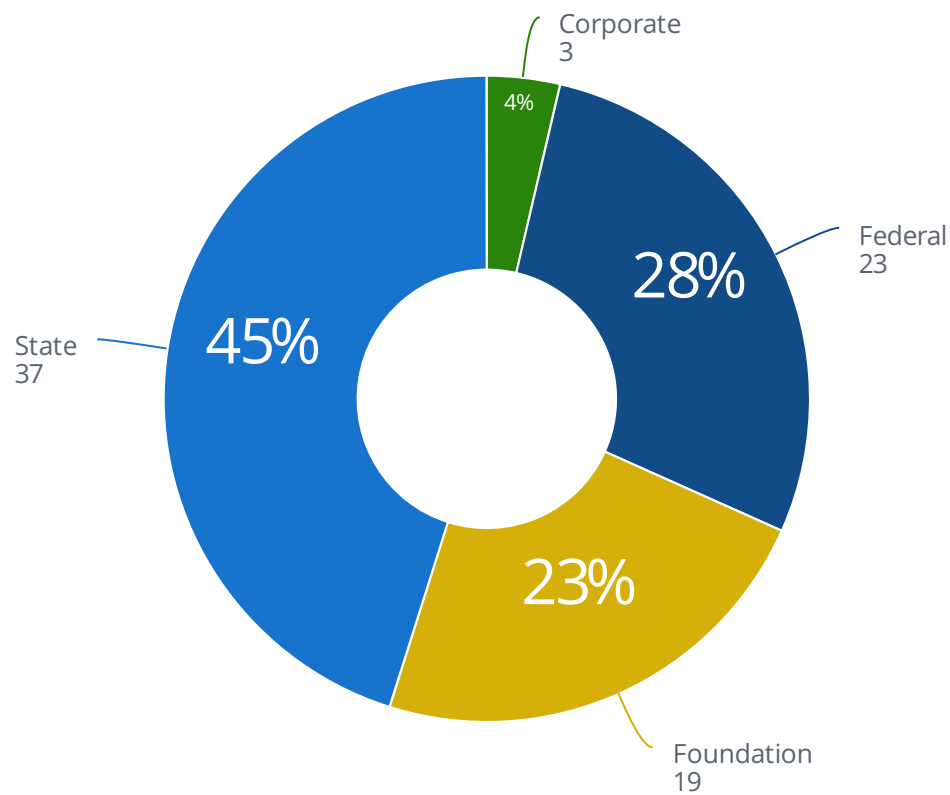
Amount Requested Vs. Awarded



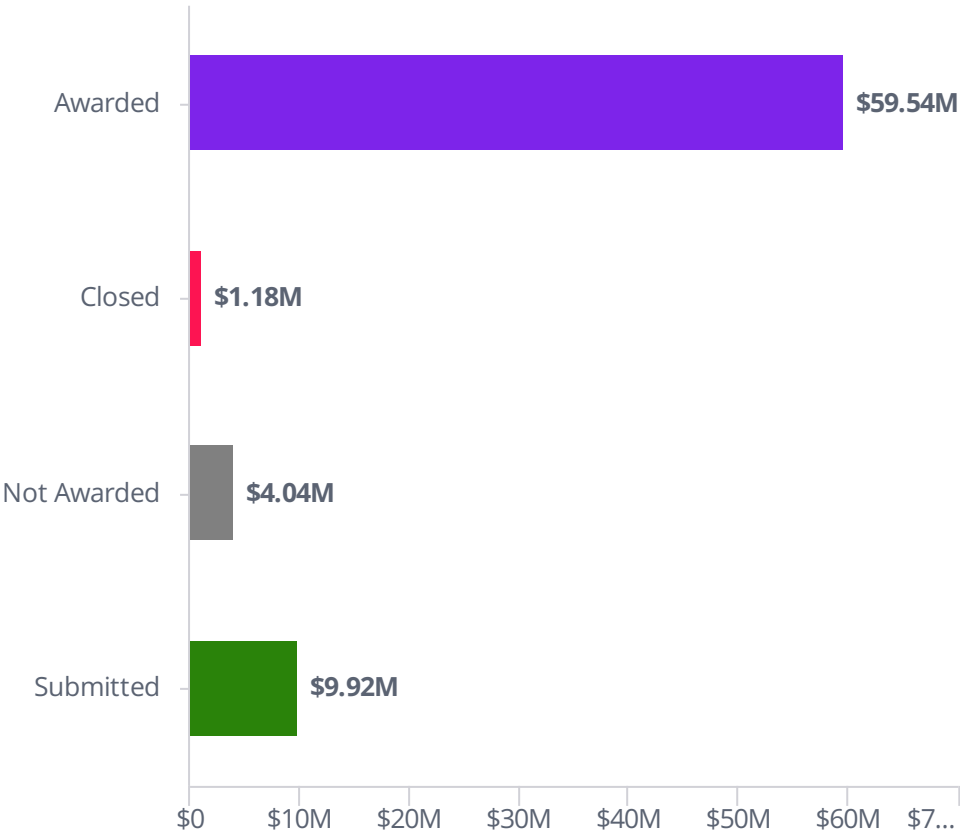
Filters

STATUS DATE 7/1/23 to 6/30/24

Grant Type



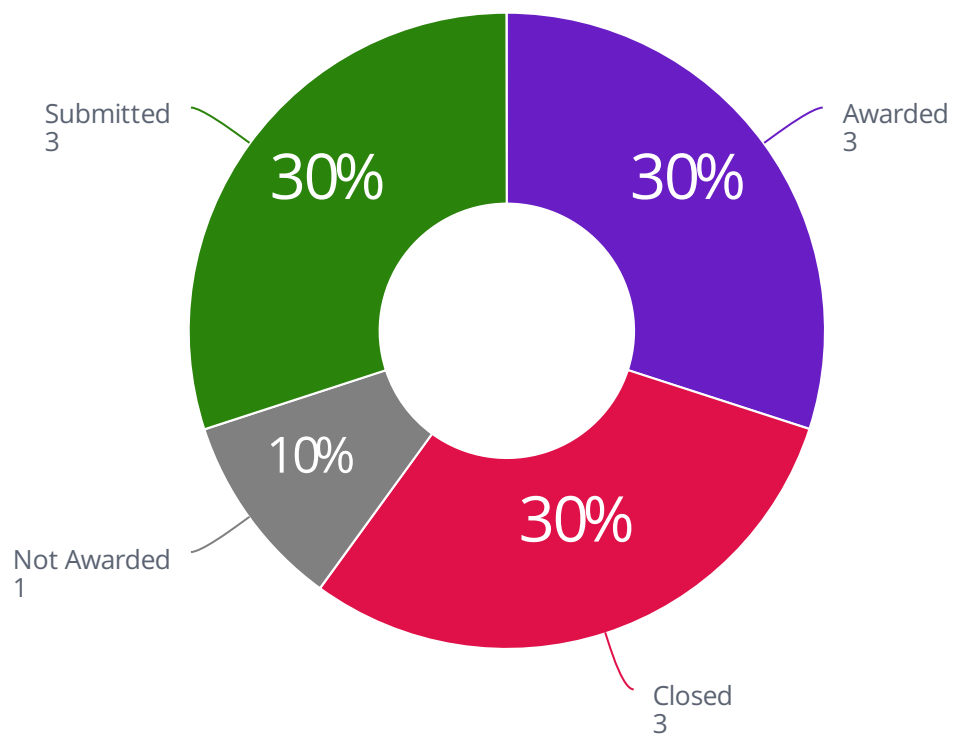
Grant Status by Amount



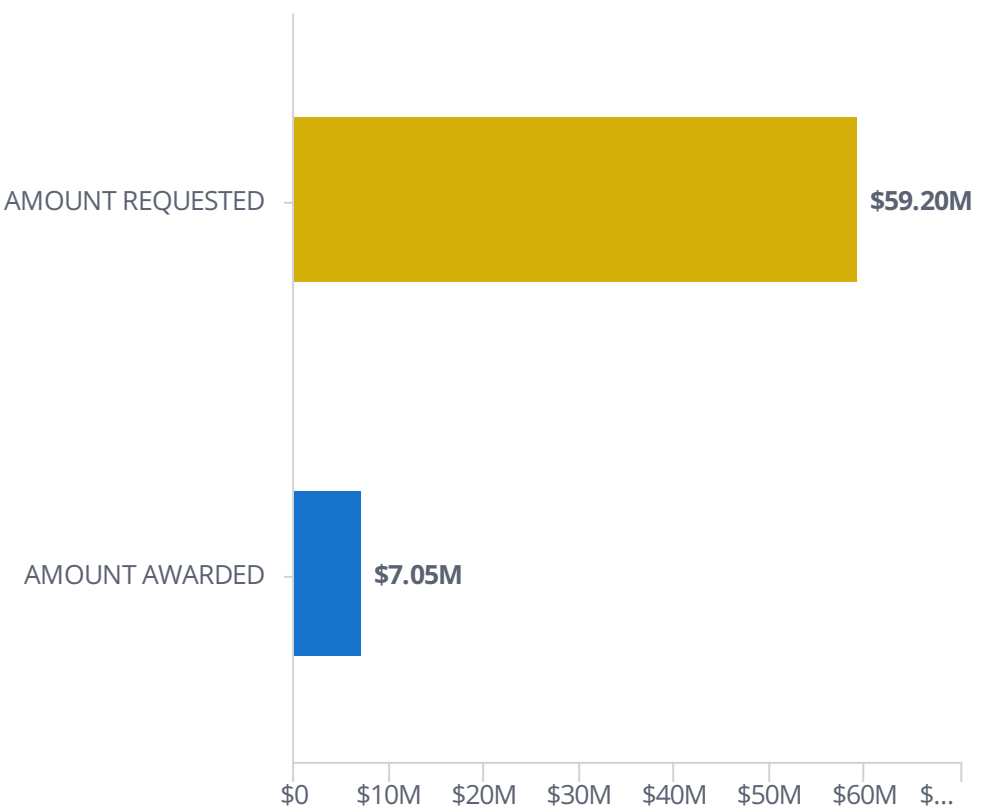
Grants Management Dashboard

Filter by Department	Total Amount Requested	Total Amount Awarded
DEPARTMENT	\$59.20M	\$7.05M

Grant Status



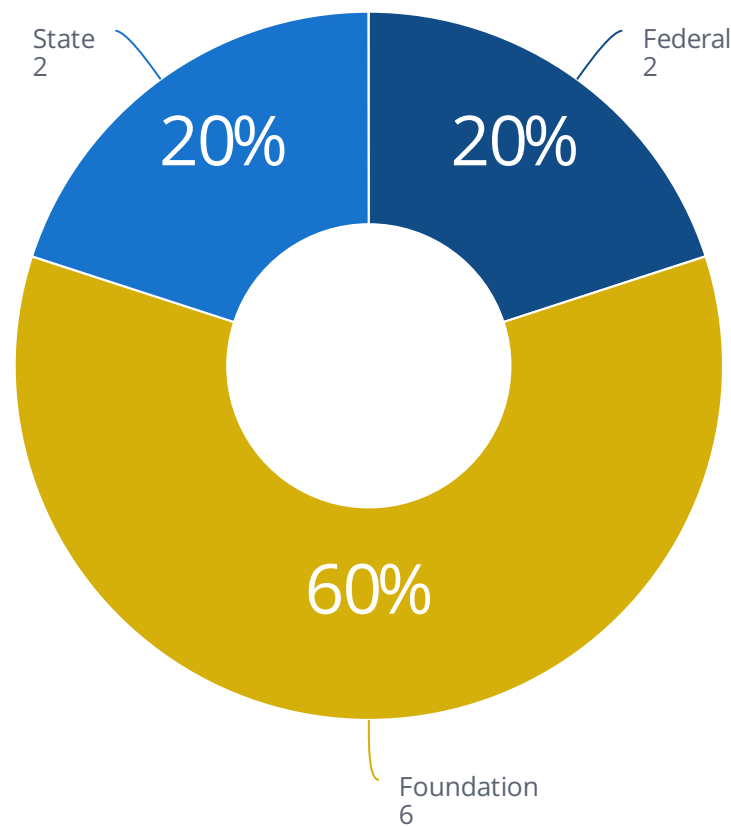
Amount Requested Vs. Awarded



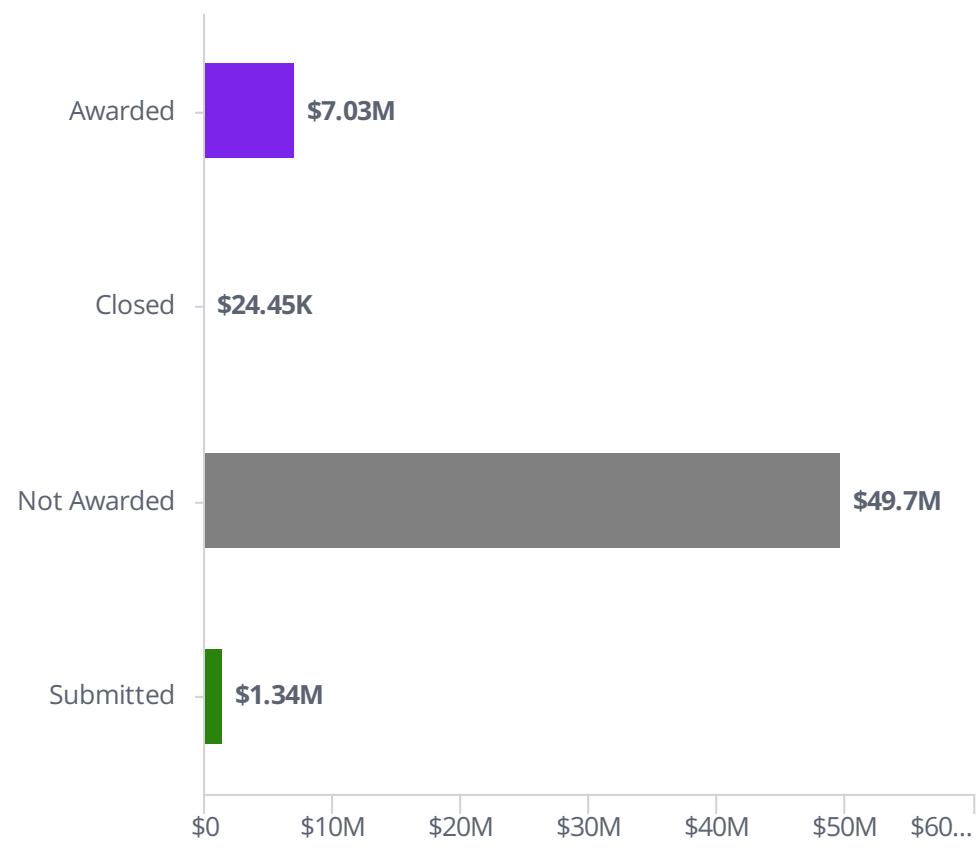
Filters

STATUS DATE 7/1/24 to 7/31/24

Grant Type



Grant Status by Amount



DEPARTMENT	DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	AMOUNT REQUESTED	AMOUNT AWARDED	STATUS UPDATE	STATUS DATE
Emergency Services	7/11/2024	Fire House	Fire House Subs Foundation	Emergency Services is applying for trailer for the Community Emergency Response Team to store equipment currently sitting in our storage room. The trailer will allow the CERT team the ability to quickly deploy equipment and market the team	\$26,263.77		Submitted	7/11/2024
Library Services	8-Mar-24	Arts Education Grant	Arts Council	Theme - Mythical Marvels	\$15,000		Submitted	7/19/2024
Library Services	5/1/2023	Children's Programming	Friends of the Cumberland County Public Library	The library will use this fund for children's programming across all locations.	\$12,200	\$12,200.00	Closed	7/10/2024
Library Services	5/1/2023	Teen Programming	Friends of the Cumberland County Public Library	The library will use this fund for teen programming across all locations.	\$5,300	\$5,300.00	Closed	7/10/2024
Library Services	5/1/2023	Adult Programming	Friends of the Cumberland County Public Library	The library will use this fund for adult programming across all locations.	\$6,945.00	\$6,945.00	Closed	7/10/2024

Public Health	7/1/2024	BJA COSSUP Comprehensive Opioid, Stimulant, And Substance Use Site- based Program	BJA	This proposal addresses the following planned activities: Field-initiated projects that bring together justice, behavioral health, and public health practitioners; education and prevention programs to connect law enforcement agencies with K-12 students; services for children and youth impacted by their parents or other family members 'substance use; and embedding social workers, peers, and/or persons with lived experience at any intercept of the Sequential Intercept Model.	\$1,300,000.00		Submitted	7/8/2024
Soil & Water	7/5/2024	Stream Rehabilitation Assistance Program (StRAP)	NC Soil & Water Commission/NC Division of Soil & Water Conservation	Grant to continue stream rehabilitation, will be working on Beaver Dam Creek and a few tributaries.	\$101,020.00	\$101,020.00	Awarded	7/11/2024
Soil & Water	6/21/2024	Foundation Grant	NC Foundation for Soil & Water Conservation	Grant for up to \$25k towards purchase of grain drill, with minimum 30% matching	\$25,000.00	\$25,000.00	Awarded	7/11/2024

County Management	5-Sep-23	Completing Access to Broadband (CAB)	NC Department of Information Technology's Broadband Infrastructure Office	To fund broadband deployment projects in unserved and underserved areas of the county. The CAB Program complements the GREAT Grant program to provide solutions to areas not served by the GREAT Grant.	Up to \$8 Million	\$6,902,781.00	Awarded	5-Jul-24
Emergency Services	2/5/2024	Building Infrastructure in Communities (BRIC) 2023	NC-DPS - Emergency Management	Provide a public water supply to residents and businesses impacted by PFAS contamination in private drinking water wells. There would be 771 new water connections.	\$49,705,000.00		Not Awarded	7/2/2024



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 6, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/6/2024

SUBJECT: PROJECT UPDATES

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

BACKGROUND

Please find attached the monthly project report update for your review.

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

ATTACHMENTS:

Description

Project Updates

Type

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	Original project complete. Preparing for pre-construction meeting for installation of new chiller, which is funded with remaining project funds. Will close out project once chiller installation is completed.	3/8/2021	360 days	TBD
Judge E. Maurice Braswell Courthouse Bathroom Updates	\$200K	Project complete.	9/29/2023	240 days	Complete
Law Enforcement Center Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. New estimated ship date is September 30, 2024.	6/6/2022	180 days	November 12, 2024
Historic Courthouse Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. New estimated ship date is February 3, 2025.	6/6/2022	180 days	February 10, 2025
Corporation Drive Sewer Outfall	\$98.5K	Project complete.	9/18/2023	180 days	Complete
Recovery Shelter Generators	\$3M	Generators solicited with contracts undergoing review. Legal drafting required interlocal agreements for maintenance of generators.	8/10/2023	365 days	August 2025
Judge E. Maurice Braswell Courthouse Fire Panel Replacement	\$500K	No bids received in previous solicitation. Re-solicited on July 29, 2024, with updated scope. Bids are due August 12, 2024.	1/3/2023	180 days	TBD
Crown Hospitality – Lobby Renovation	\$1.5M	Bid award approved on June 17, 2024. Contract under review, awaiting reappropriation.	10/25/2022	N/A	September 2024
Crown Elevator Modernization	\$750K	Elevator 1 started on June 10, 2024. Currently 33% complete. Elevator 2 starts on September 11, 2024. Each elevator will take 93 days to refit.	1/3/2024	270 days	December 13, 2024