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CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

MEMORANDUM

TO: Finance Committee Members (Commissioners Adams, Faircloth and Keefe)
FROM: Candice H. White, Clerk to the Board
DATE: November 30, 2018
SUBJECT: Finance Committee Special Meeting – Thursday, December 6, 2018

The regular meeting of the Board of Commissioners' committees (Finance, Policy and Facilities Committee) has been **CANCELLED** and rescheduled as a **SPECIAL MEETING** on Thursday, December 6, 2018 beginning at 8:30 a.m. at the **Department of Social Services, 1225 Ramsey Street, Conference Room C**. All committee meetings will start as soon as the previous committee adjourns.

AGENDA

1. Approval of Minutes – November 1, 2018 Special Meeting (**Pg. 2**)
2. Presentation on Jail Health Program by Southern Health Partners (**Pg. 13**)
3. Presentation on the Preliminary Engineering Report for Gray's Creek Water and Sewer District (**Pg. 14**)
4. Consideration of Request to Increase Workforce Development Contract for Program Services with Educational Data Systems, Inc. (EDSI) and Budget Ordinance Amendment #190849 (**Pg. 47**)
5. Consideration of Revised Memorandum of Agreement for Disaster Recovery Act of 2017 Related to Hurricane Matthew with the N. C. Department of Public Safety-Division of Emergency Management and Budget Ordinance Amendment #191048 (**Pg. 74**)
6. Consideration of Request for Participation in Funding the Community-Wide Branding Initiative and Budget Ordinance Amendment #191161 (**Pg. 98**)
7. Consideration of Fiscal Year 2018 Audit Contract Amendment with Cherry Bekaert, LLP (**Pg. 102**)
8. Monthly Updates
 - A. Health Insurance (**Pg. 104**)
 - B. CDBG-DR (**Pg. 113**)
 - C. Financial Report (**Pg. 114**)
9. Other Items of Business (**NO MATERIALS**)

November 1, 2018 Special Meeting

DRAFT

CUMBERLAND COUNTY FINANCE COMMITTEE
 DEPARTMENT OF SOCIAL SERVICES-1225 RAMSEY STREET
 CONFERENCE ROOM C
 NOVEMBER 1, 2018 – 8:30 AM
 SPECIAL MEETING MINUTES

MEMBERS PRESENT: Commissioner Jimmy Keefe, Chairman
 Commissioner Glenn Adams
 Commissioner Marshall Faircloth

OTHERS: Commissioner Jeannette Council
 Amy Cannon, County Manager
 Melissa Cardinali, Assistant County Manager
 Tracy Jackson, Assistant County Manager
 Duane Holder, Assistant County Manager
 Rick Moorefield, County Attorney
 Vicki Evans, Finance Director
 Jeffery Brown, Engineering and Infrastructure Director
 AJ Riddle, Assistant County Engineer
 Brenda Jackson, Social Services Director
 Heather Harris, Budget Analyst
 Geneve Mankel, Communications and Outreach Coordinator
 Julean Self, Human Resources Director
 Candi York, Health Department Finance
 Candice H. White, Clerk to the Board
 Kellie Beam, Deputy Clerk
 Press

Commissioner Keefe called the meeting to order.

1. CONSIDERATION OF APPROVAL OF MINUTES – SEPTEMBER 6, 2018 SPECIAL MEETING

MOTION: Commissioner Faircloth moved to approve the September 6, 2018 special meeting minutes.
 SECOND: Commissioner Adams
 VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF INTERLOCAL AGREEMENT WITH THE TOWN OF HOPE MILLS TO SHARE IN STATE APPROPRIATED FUNDING FOR MOSQUITO SPRAYING

BACKGROUND:

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The Health Department received a State appropriation in the amount of \$260,536 to conduct mosquito abatement activities as a result of Hurricane Florence. These funds may be expended to conduct ground and/or aerial spraying, establish or enhance an existing Integrated Mosquito Management at the city or county level, and to purchase BTI mosquito dunks for distribution to citizens.

The Town of Hope Mills conducted ground spraying in corporate limits of the town. The Town has requested financial assistance to recoup their expenses related to mosquito abatement as a result of Hurricane Florence. Because of their activities, the County did not incur the cost of ground spraying within the Town limits. Based on their pro-rata share of the County, it is projected that the cost of spraying that area would total \$13,100. We are requesting the ability to allow the Town of Hope Mills to share in the State-appropriated funding for mosquito spraying.

RECOMMENDATION/PROPOSED ACTION

Request that the Board approve the development of an interlocal agreement with the Town of Hope Mills to share in the State-appropriated funding for mosquito spraying in an amount not to exceed \$13,100 and authorize the Chairman of the Board of Commissioners to execute the agreement.

MOTION: Commissioner Adams moved to approve the development of an interlocal agreement with the Town of Hope Mills to share in the State-appropriated funding for mosquito spraying in an amount not to exceed \$13,100.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (3-0)

Commissioner Faircloth asked whether the County was going into the business or whether it would use contractors. Duane Holder, Assistant County Manager, stated as part of being better prepared in the future, vendors will be available on standby status and intermittent spraying from a preventive standpoint throughout the year is also being considered. Mr. Holder stated staff will return with a plan that may have budget implications.

3. CONSIDERATION OF ENGAGING OUTSIDE LEGAL COUNSEL FOR DEPARTMENT OF SOCIAL SERVICES (DSS) CHILDREN'S SERVICES

BACKGROUND:

Due to unexpected events, the Legal Section is in dire need of additional attorney support. One of the Staff Attorneys has been on Family Medical Leave since August 2018. He is expected to return to the office soon but will be unable to resume his normal caseload. His duties will be to concentrate on in-house matters to include working with adult services, staffing cases to determine whether safety issues require the court to intervene and helping with complex orders. Hurricane Florence has created a backlog of work. All DSS Juvenile Court attorneys continue to carry heavy caseloads and new petitions continue to be filed.

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The hurricanes also delayed the hiring of an attorney and paralegal that was granted to DSS by the Commissioners in the last budget. I expect the attorney position to be filled on October 29. Even though the new attorney is experienced in Juvenile Law, becoming familiar with the social services cases takes a significant amount of time because of the number of cases and the way they are scheduled for court.

Next, the juvenile cases are complex and require more preparation time. Many go from the Abuse and Neglect status to the Termination of Parental Rights within a short period of time. Moving these cases is extremely important to provide permanency for children. Any delay in the process is an expense for the Agency and the County. Having a contract attorney who is familiar with the juvenile law, especially the Termination of Parental Rights and the Responsible Individual law, will mean the other attorneys can concentrate on the heavy caseloads that are assigned as set out in the Local Court Rules.

Lastly, the retirement of the Managing Attorney on January 31, 2019 will also require an adjustment period for the Legal Section staff. The attorneys may be required to handle some of the other legal matters that the Managing Attorney has been responsible for, which are outside of their usual practice.

RECOMMENDED/PROPOSED ACTION:

We respectfully request your approval of the Contract Amendment for Margaret Russ to increase her FY 18-19 contract by \$75,000.00 and Budget Ordinance Amendment #191134 to move \$75,000 from Salaries to Contracted Services to fund the increase. This contract shall not exceed \$95,000.

Brenda Jackson, Social Services Director, reviewed the background information recorded above and responded to questions about positions affected by the Staff Attorney being on Family Medical Leave, possible restructuring of positions should the Staff Attorney return but be unable to resume his normal caseload and responsibilities within the Legal Staff Section. Ms. Jackson also explained the time and court work involved in Children's Services cases. Commissioner Adams stated contracted positions are expensive and rather than piecemeal and continue with contract work, it should probably be determined whether DSS has enough legal staff to manage its caseload. Discussion followed. Ms. Jackson stated DSS is also working in partnership with the court system to look at efficiencies.

MOTION: Commissioner Faircloth moved to follow staff recommendation to approve the contract amendment for Margaret Russ to increase her FY 18-19 contract by \$75,000.00 and Budget Ordinance Amendment #191134 to move \$75,000 from Salaries to Contracted Services to fund the increase, with this contract not exceed \$95,000.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (6-0)

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4. CONSIDERATION OF REQUEST TO WAIVE SOLID WASTE FEES FOR SPERANZA MOBILE HOME PARK DUE TO HURRICANE FLORENCE

BACKGROUND

At the October 15, 2018, Board of Commissioners' Meeting during Public Comments, Mr. Mike Speranza, co-owner of Speranza Mobile Home Park located off West Manchester Road in Spring Lake, requested that Solid Waste fees be waived for twenty-nine mobile homes that his family owns which were damaged during Hurricane Florence due to flooding. Staff have visited the property in question and estimated that the amount of demolition material fees to be waived will be approximately \$14,500. This may also involve labor, equipment, and transportation costs associated with the debris removal if the Speranza's cannot provide the debris removal. The waiver of tipping fees and/or removal cost is typically not reimbursable to the County by FEMA because the debris is on private, commercial property. It is worth noting that after Hurricane Matthew, a similar situation occurred at a local mobile home park, and the owner was required to remove storm-related debris without a waiver of tipping fees or other assistance from the County.

Rather than a waiver, staff recommends the amount of the tipping fees for the tonnage accepted be placed on the property in question as a lien to be recovered when and if the parcel associated with the Speranza Mobile Home Park is sold.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval to forward this to the full Board of Commissioners as a consent agenda item at the November 5, 2018 regular meeting with the stipulation that the amount of the tipping fees for the tonnage accepted be placed on the property in question as a lien to be recovered when and if the parcel associated with the Speranza Mobile Home Park is sold.

Tracy Jackson, Assistant County Manager, reviewed the background information recorded above. In response to questions from Commissioner Keefe, Mr. Jackson stated C&D fees were waived on residential property but not commercial or income generating property. Ms. Cannon stated that is according to FEMA guidelines and what FEMA will reimburse. Commissioner Adams stated the Speranza MHP is also on a private road. Mr. Jackson stated part of the issue is that the MHP is fairly far removed from a state-maintained highway. Additional questions and discussion followed. Mr. Jackson clarified the waiver of tipping fees for the tonnage would just be for the mobile homes.

MOTION: Commissioner Faircloth moved to follow staff recommendation to accept the construction and demolition debris without an upfront charge and place a lien on the property.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (3-0)

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5. SALES TAX DISTRIBUTION INTERLOCAL AGREEMENT

A. APPROVAL OF MINUTES-CUMBERLAND COUNTY SALES TAX COMMITTEE-OCTOBER 9, 2017

No action was taken.

B. DISCUSSION OF PROPOSED AMENDMENT TO SALES TAX DISTRIBUTION INTERLOCAL AGREEMENT

BACKGROUND:

On October 5, 2018 Chairman Lancaster provided a proposed amendment to the Sales Tax Distribution Interlocal Agreement to the City of Fayetteville via Mayor Colvin. The City of Fayetteville responded with a counter proposal which would:

- Renew the sales tax agreement with County and Towns for 10 years.
- Keep future reimbursements from the City to the County at the FY2018 level of approximately \$7.3 million for all 10 years.
- And begin phasing out the reimbursements from the City to the Towns over a 5-year period. Reimbursements from the City to the Towns would cease in year 6 of the agreement.

The goals of the Fayetteville proposal include development of an agreement that includes:

- A cap on growth over a 10-year term.
- An agreement that is ultimately between the City and County only.
- An agreement that is long-term.

The current agreement expires June 30, 2019. If it is the desire of the Finance / Sales Tax committee to craft a new agreement, it would be needed by March 30, 2019. Any formal change in the sales tax distribution method must occur in April 2019 to be effective with the 2019-20 fiscal year.

RECOMMENDATION/PROPOSED ACTION:

For discussion purposes only.

Ms. Cannon stated in January 2018, Chairman Lancaster wrote a letter to Mayor Colvin with a rewritten and restructured interlocal agreement for sales tax which extended the agreement under most of the same terms, with the City reimbursing the towns and county for 50% of the sales tax from prior annexations. Ms. Cannon stated no response was received. Ms. Cannon stated in October, Chairman Lancaster provided a proposed amendment to the Sales Tax Distribution

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Interlocal Agreement to the City of Fayetteville via Mayor Colvin. Ms. Cannon stated the City Manager sent a response with the counter proposals and goals outlined in the background information recorded above. Ms. Cannon stated any formal change in the sales tax distribution method must occur in April 2019 to be effective with the 2019-20 fiscal year. Ms. Cannon stated the City ultimately wants an agreement between just the City and the County. Ms. Cannon stated no action is being requested but this is being provided as information to the Finance Committee having been appointed by Chairman Lancaster as the County's Sales Tax Committee.

Commissioner Faircloth stated the Sales Tax Committee needs to ask staff for information and know what the options are and how they affect everyone.

Commissioner Keefe recognized Town of Falcon Mayor Clifton Turpin, Chairman of the Mayors' Coalition, who addressed the committee. Mayor Turpin stated if the towns are not able to share in sales tax, then neither should the City of Fayetteville. Mayor Turpin stated his recommendation to the Mayors' Coalition tomorrow morning is going to be that the County has reached out and been benevolent and as the driver, the County needs to do what it needs to do. Mayor Turpin stated his recommendation is also that this does not need to go into 2019 because at some point, enough is enough. Commissioner Keefe stated the Sales Tax Committee looks forward to hearing from the Mayor's Coalition and others who wish to participate. A brief discussion followed.

6. MONTHLY UPDATES

A. HEALTH INSURANCE

BACKGROUND:

Total health insurance claims for FY19 are down 12% for the month of September as compared to the same month in FY18. To provide some perspective on the claims, below is the 3-month average for the past 5 fiscal years. This average represents the average claims for July - September of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

Average claims per fiscal year through September:

FY15 \$1,667,586
FY16 \$1,781,299
FY17 \$1,474,044
FY18 \$1,447,991
FY19 \$1,508,543

RECOMMENDATION/PROPOSED ACTION:

No action needed – for information only.

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DRAFT**Monthly Insurance Claims FY16-FY19****Monthly Insurance Claims FY16 - FY19****B. CDBG-DR**

**CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE
FOR THE NOVEMBER 1, 2018
FINANCE COMMITTEE MEETING**

Status as of October 23, 2018:

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Total Applications	County Application Intake (Step 1)	State Eligibility Check (Step 2)	State Duplication of Benefits Check (Step 3)	State Under Further Review /Withdrawn /Ineligible
289	64 (15 county/49 city)	19 (5 county/14 city)	81 (14 county/67 city)	26 / 13 / 4
State Inspection & Environmental Review (Step 4)	State Grant Determination (Step 5)	Contractor Selection (Step 6)	Construction (Step 7)	Completion (Step 8)
62 (10 county/52 city)	19 (3 county/16 city)	0	0	0

**Step 1 performed by County; Steps 2-5 performed by State; 6-8 performed by County/City/State*

Milestones/Activities:

- Request for Project Management Proposal – Review completed –recommendation at upcoming Board meeting
- Board approved proposed Amendment to CDBG-DR Agreement between State and County submitted to Commerce/HUD;
- Ongoing– County processing applications and submitting to State for eligibility review;
- Two homeowners closing for reimbursements pending State scheduling - (closing will be held at County Community Development office by State contracted staff with County staff present);
- State implemented and opened Regional Intake Centers – this will also allow applicants to apply at any center (non-Cumberland residents – 2 *Tier II Counties*) Cumberland County Center receives applicants from various counties.
- Robins Meadow Permanent Supportive Housing Project under State review. Draft RFQ A/E Services under review.

Current Staffing:

- State: – David Caulthorn, CD Specialist II, Dept. of Public Safety – (Community Outreach for CDBG-DR)
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant; Terrinique Washington, Admin Support Specialist; Tye Vaught, Admin Program Officer II; Chavaugh McLamb, Admin Housing Coordinator II
- City of Fayetteville: Jay Reinstein and Cindy Blot, CD Director; Anedra Walls, Admin Assistant

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DRAFT**Hours of Operation (Cumberland County Application Intake Center):**

Monday – Friday, 9 a.m. to 4 p.m.

- Location – Cumberland County Community Development Dept – 707 Executive Place

C. FINANCIAL REPORT**BACKGROUND**

The financial report is included which shows results of the general fund for the first quarter of fiscal year 2019. Results of fiscal year ended 2018 will be added upon completion of the audit. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION/PROPOSED ACTION

No action needed – for discussion and information purposes only.

In response to a question from Commissioner Keefe, Ms. Evans stated the audit is underway and she plans to conduct a presentation at the December meeting of the Finance Committee of FY2018 results.

REVENUES	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL AS OF September 30, 2018	PERCENT OF BUDGET TO DATE
Ad Valorem Taxes				
Current Year	\$ 163,777,000	\$ 163,777,000	\$ 22,926,753	14.0% (1)
Prior Years	1,121,000	1,121,000	528,394	47.1%
Motor Vehicles	18,326,000	18,326,000	4,934,762	26.9% (2)
Penalties and Interest	500,000	500,000	149,088	29.8%
Other	908,000	908,000	260,213	28.7%
Total Ad Valorem Taxes	184,632,000	184,632,000	28,799,209	15.6%
Other Taxes				
Sales	42,625,774	42,625,774	-	0.0% (3)
Real Estate Transfer	700,000	700,000	418,703	59.8%
Other	1,060,000	1,060,000	160,363	15.1%
Total Other Taxes	44,385,774	44,385,774	579,066	1.3%
Unrestricted & Restricted Intergovernmental Revenues	62,049,904	63,549,113	5,180,818	8.2% (4)
Charges for Services	12,312,681	12,319,181	2,929,710	23.8%
Other Sources (includes Transfers in)	2,442,205	2,522,386	348,308	13.8%
Proceeds Refunding Bonds	-	-	-	0.0%
Premium on COPS Sold	-	-	-	0.0%
County Closing Contribution	-	-	-	0.0%
Lease Land CFVMC	3,714,637	3,714,637	3,533,596	95.1% (5)
Total Other	6,156,842	6,237,023	3,881,904	62.2%
Total Revenue	\$ 309,537,201	\$ 311,123,091	\$ 41,370,707	13.3%
Fund Balance Appropriation	7,447,195	12,777,470	-	0.0%
Total Funding Sources	\$ 316,984,396	\$ 323,900,561	\$ 41,370,707	12.8%

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DEPARTMENTS	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD AS OF September 30, 2018	PERCENT OF BUDGET TO DATE **
Governing Body	\$ 628,960	\$ 628,960	\$ 224,910	35.8%
Administration	1,525,894	1,565,394	396,568	25.3%
Public Affairs/Education	497,286	498,286	125,760	25.2%
Human Resources	924,551	924,551	255,171	27.6%
Print, Mail, and Design	788,684	788,684	225,601	28.6%
Court Facilities	156,220	156,220	24,554	15.7%
Facilities Maintenance	1,024,101	1,024,101	293,278	28.6%
Landscaping & Grounds	669,140	669,140	186,125	27.8%
Carpentry	162,507	162,507	45,638	28.1%
Facilities Management	1,316,856	1,316,856	344,929	26.2%
Public Buildings Janitorial	724,839	724,839	191,915	26.5%
Central Maintenance	948,724	948,724	165,059	17.4%
Information Services	4,336,330	7,065,471	1,170,667	16.6%
Board of Elections	2,237,329	2,237,329	703,538	31.4%
Finance	1,295,351	1,295,351	326,628	25.2%
Legal	804,578	804,578	202,217	25.1%
Register of Deeds	2,394,577	2,846,373	539,896	19.0%
Tax	5,683,071	5,820,571	1,564,052	26.9%
Debt Service	-	-	-	0.0%
General Government Other	3,967,735	4,555,235	853,842	18.7%
Sheriff	52,720,576	53,028,066	13,214,393	24.9%
Emergency Services	3,674,666	3,976,373	1,142,676	28.7%
Criminal Justice Pretrial	564,038	564,038	131,209	23.3%
Youth Diversion	63,654	63,654	9,334	14.7% (1)
Animal Control	3,248,915	3,289,951	883,746	26.9%
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,444,268	1,444,268	205,892	14.3% (2)
Heath	23,104,110	23,291,125	5,962,435	25.6%
Mental Health	5,463,227	5,463,227	2,505,833	45.9%
Social Services	60,359,879	60,539,520	15,186,881	25.1%
Veteran Services	408,159	408,159	115,760	28.4%
Child Support	5,205,713	5,205,713	1,255,989	24.1%
Spring Lake Resource Administration	34,332	34,332	6,562	19.1%
Library	10,807,325	10,814,625	2,884,482	26.7%
Stadium Maintenance	117,296	117,296	26,756	22.8%
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	85,000	31.7%
Planning	3,522,591	3,528,841	846,119	24.0%
Engineering	1,987,178	1,987,178	518,309	26.1%
Cooperative Extension	717,173	717,173	156,574	21.8%
Location Services	315,177	315,177	35,994	11.4% (3)
Soil Conservation	142,570	347,875	62,982	18.1%
Public Utilities	87,153	87,153	22,560	25.9%
Economic Physical Development Other	20,000	20,000	20,000	100.0%
Industrial Park	1,104	1,104	307	27.8%
Economic Incentive	461,677	461,677	28,749	6.2% (4)
Water and Sewer	250,000	250,000	-	0.0% (5)
Education	92,457,009	93,143,900	30,628,633	32.9%
Other Uses:				
Transfers Out	19,451,804	20,498,897	156,543	0.8% (6)
Refunding of 2009A and 2011B LOBS	-	-	-	0.0%
TOTAL	\$ 316,984,396	\$ 323,900,561	\$ 83,934,068	25.9%

Expenditures by Category	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD AS OF September 30, 2018	PERCENT OF BUDGET TO DATE
Personnel Expenditures	\$ 140,421,227	\$ 140,594,613	\$ 36,497,692	26.0%
Operating Expenditures	153,678,512	159,282,715	46,342,765	29.1%
Capital Outlay	2,655,876	2,747,359	930,658	33.9%
Debt Service	-	-	-	0.0%
Refunding of 2009A and 2011B LOBS	-	-	-	0.0%
Transfers To Other Funds	20,228,781	21,275,874	162,953	0.8%
TOTAL	\$ 316,984,396	\$ 323,900,561	\$ 83,934,068	25.9%
	\$ -	\$ -	\$ (42,563,361)	

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Fiscal Year 2019 - September Year-to-Date Actuals (Report Run Date: October 19, 2018)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem** 14% - Normal for this time of year. The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles** 26.9% - YTD Actual reflects 2 months of collections.
- (3) **Sales Tax** 0.00% - There is a 3-month lag. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental** 8.2% - There is typically a one-two month lag in receipt of this funding.
- (5) **Lease Land CFVMC** 95.1% - typically paid in the beginning of the fiscal year.

General Fund Expenditures

**

- (1) **Youth Diversion** 14.7% - Staff has not yet been hired. An allocation is done for the administrative assistant that is helping with the program currently.
- (2) **Public Safety Other** 14.3% - Outside agency lag in submitting invoices during the first quarter.
- (3) **Location Services** 11.4% - Vacant position within the department during the first quarter.
- (4) **Economic Incentive** 6.2% - Economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies.
- (5) **Water and Sewer** 0% - No expenditures were incurred for the first quarter.
- (6) **Transfers Out** 0.8% - Transfers are generally prepared towards the end of the fiscal year.

MOTION: Commissioner Faircloth moved to adjourn.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (3-0)

There being no further business, the meeting adjourned at 9:35 a.m.

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VICKI EVANS
Finance Director



ITEM NO. 2
ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: VICKI EVANS, FINANCE DIRECTOR

THRU: AMY CANNON, COUNTY MANAGER *ATV*

DATE: NOVEMBER 26, 2018

SUBJECT: PRESENTATION ON JAIL HEALTH PROGRAM BY SOUTHERN HEALTH PARTNERS

Requested by: Commissioner Adams

Presenter(s): Jennifer Hairsine, CCHP, President and Chief Executive Officer of Southern Health Partners

Estimate of Committee Time Needed: 10 minutes

BACKGROUND

Southern Health Partners has been delivering health services to the inmate population within the Cumberland County Detention Center since July 1, 2017. Ms. Hairsine and staff of Southern Health Partners will be providing a presentation on the jail health program to include related data and statistics.

RECOMMENDATION/PROPOSED ACTION

No action needed – for discussion and information purposes only.

Celebrating Our Past...Embracing Our Future



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

MEMO FOR THE AGENDA OF THE
DECEMBER 6, 2018 MEETING OF THE FINANCE COMMITTEE

TO: FINANCE COMMITTEE MEMBERS
FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR
THROUGH: AMY CANNON, COUNTY MANAGER
DATE: NOVEMBER 28, 2018
SUBJECT: PRESENTATION ON THE PRELIMINARY
ENGINEERING REPORT FOR GRAY'S CREEK WATER
& SEWER DISTRICT

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JEFFERY P. BROWN, PE, E&I DIRECTOR

Estimate of Committee Time Needed: 15 MINUTES

BACKGROUND:

At the February 19, 2018, Board of Commissioners' Meeting the Board approved a professional services agreement with Moorman, Kizer & Reitzel, Inc (MKR) to complete an update to the existing Preliminary Engineering Report (PER) for extending public water into the Gray's Creek Water & Sewer District. In addition, the Board approved an Interlocal Agreement with the Public Works Commission (PWC) to share equally in the cost of updating the PER.

In July, MKR provided the Engineering & Infrastructure (E&I) Department and PWC a technical memorandum completed by CDM Smith (sub-consultant hired by MKR to perform the necessary water modeling) outlining the water demands and sizing of proposed water lines to provide public water to the entire Gray's Creek Water & Sewer District. This report has been attached for your review and is labeled as "Attachment A" in the technical memo dated November 28, 2018. The construction cost to provide public water to residents on both public and private streets is estimated at \$98,900,000 (page #16). This cost includes constructing the water system to PWC Standards and including fire flow protection to the residents.

After both E&I Staff and PWC Staff reviewed the report, a meeting was held with MKR to determine the next steps and to begin discussion on critical components of moving this

forward. At this time, MKR was instructed to go back and reevaluate the water model to only provide public water along public streets and exclude private streets. This was evaluated since PWC does not customarily extend public water lines down private streets. The cost estimate and map depicting service to only public streets within the District has been attached. The estimated construction cost to only serve public streets within the District is \$66,290,000. This information was provided to both the County and PWC staff in mid-September.

After further discussion between PWC and County staff it was determined that the first phase of extending public water into the District should focus on serving the two Cumberland County Schools as well as the residents that have drinking water wells exceeding the State's health goal for GenX of 140 parts per trillion. It was also determined that it was critical to install the main loop in the first phase of this project to make it financially feasible to serve the entire District in future phases. By installing a loop system, it drastically reduces the likelihood of having to flush stagnant water out of dead-end lines, thus reducing operating costs for the water provider. In order to provide public water to the residents whose wells exceed the State health goal, public water will have to be extended down private streets in certain locations.

MKR provided a technical memo dated September 28, 2018, from CDM Smith that outlines the cost of providing public water to the two schools and all the residents in which their drinking water wells exceeded the State health goal. This memo has been attached. The estimated construction cost to serve Phase I is \$19,640,000. Please note that this does not include the cost of engineering or land acquisition if needed to install the water lines.

County staff have determined there are two major steps in moving forward with extending public water in the Gray's Creek Water & Sewer District. The first step is to continue conversations with PWC regarding development of a structure that is long-term, sustainable and cost effective for the Gray's Creek water expansion. System ownership, construction funding and system operations are critical components to be decided.

The second step, in conjunction with step one, is to seek input from the residents of the Gray's Creek Water & Sewer District regarding their desire to have a public water system and gauge their interest in connecting to a public water system. A draft letter and survey have been attached for your review that could be sent to all residents within the District.

RECOMMENDATION/PROPOSED ACTION:

County staff is seeking guidance and input from the Finance Committee as to the above steps that have been outlined in moving forward with the Phase I extension public water into the Gray's Creek Water & Sewer District.

Attachment A



Technical Memorandum

To: Mr. Jeffrey Reitzel, Moorman, Kizer & Reitzel Inc.

From: CDM Smith

Date: July 11, 2018

Subject: Grays Creek Water Modeling

This memorandum describes the projected water demands and sizing of proposed waterlines to provide public water service within the proposed Grays Creek Water & Sewer District in Cumberland County. It is anticipated that this area will ultimately be supplied and maintained by the Public Works Commission of the City of Fayetteville (PWC).

Demand Projections

The Grays Creek study is located in the southwestern portion of Cumberland County as shown in **Figure 1**. The current land use within the area is primarily agricultural or rural residential. The following data sources were referenced in the development of buildout demand projections for the Grays Creek study area:

- Cumberland County GIS data including parcels and address points (accessed May 2018)
- North Carolina Office of State Budget and Management (NC OSBM) county-wide population projections through 2037 (accessed May 2018)
- Fayetteville Area Metropolitan Planning Organization (FAMPO) Population & Economics Study (2010-2040) (dated October 2013)
- Cumberland County Joint Planning Board - South Central Land Use Plan (dated March 2015)
- Water/wastewater projection methodology from PWC (per the January 2017 High Pressure Zone (HPZ) Transmission Main Improvements Project)

Population

The 2016 overall population of Cumberland County from the NC OSBM is 329,824. Based on Cumberland County GIS parcel and address points data, there are currently 3,328 households in the Grays Creek study area. Assuming 2.53 persons per household based on the 2010 Census data for Cumberland County, that equates to a population of approximately 8,400 people in the Grays Creek study area.

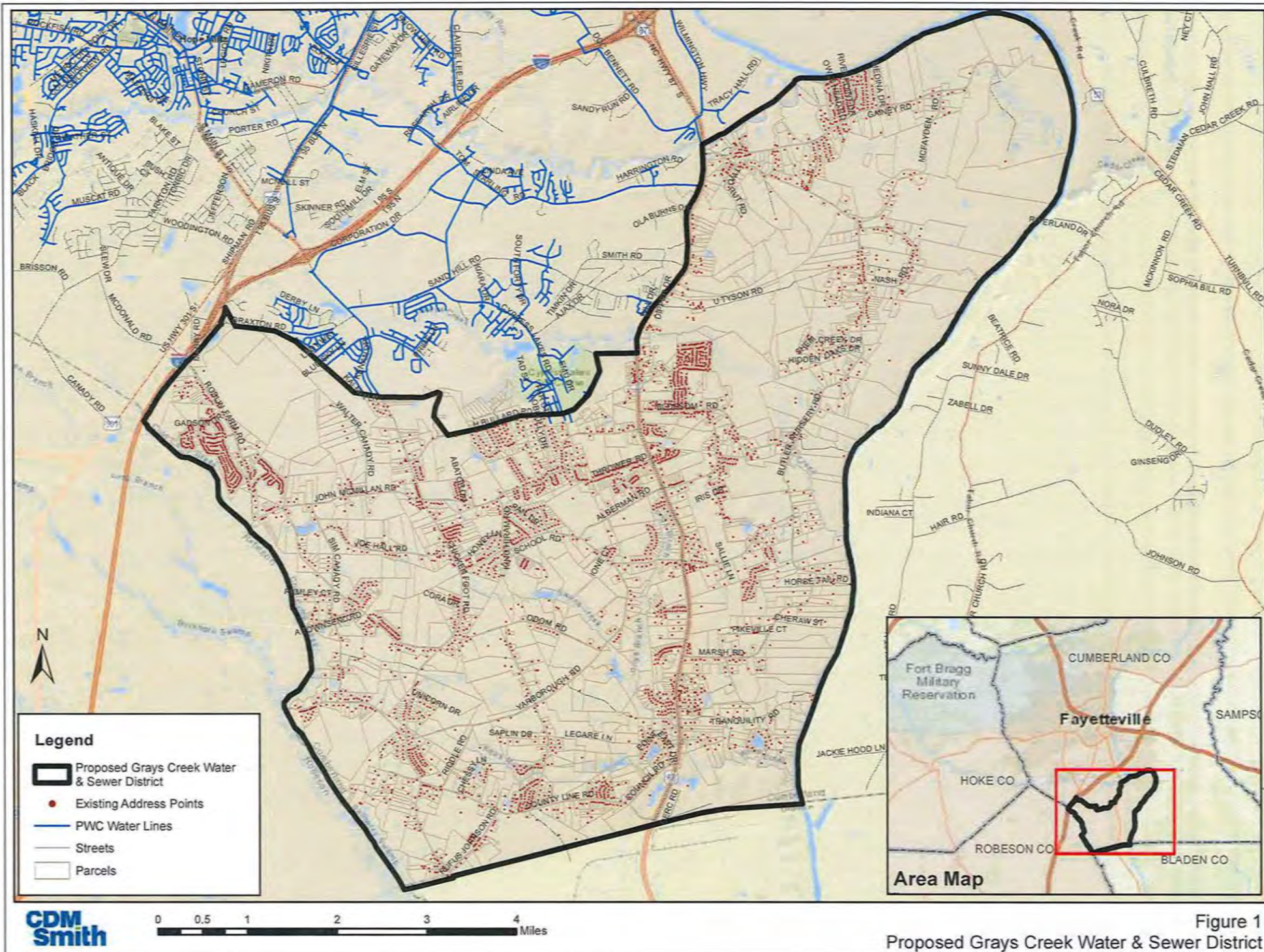


Figure 1
Proposed Grays Creek Water & Sewer District

Mr. Jeffrey Reitzel

July 11, 2018

Page 3

The NC OSBM projects that the overall population of Cumberland County will remain approximately the same (0 percent increase) through 2037. However, the FAMPO study projects a population increase of approximately 24 percent (79,000 people) in Cumberland County between 2015 and 2040.

For this study, the 2040 FAMPO population projections were used to determine buildout of the Grays Creek study area. These projections are also used as the basis for PWC's future water demands. The FAMPO allocates the population and employee growth into Transportation Analysis Zones (TAZ). The TAZ within the Grays Creek study area are shown in **Figure 2**, shaded by the projected growth from 2018 to 2040. **Table 1** lists the projected household and employee growth within the Grays Creek study area by TAZ.

The projections are generally consistent with the proposed land use map presented in the Cumberland County Joint Planning Board's South Central Land Use Plan, which shows that most of Grays Creek will remain as farmland, with areas of suburban density residential or low density residential land use in the northern-most portion of the study area between Highway 87 and Robeson County.

Water Demand

The following assumptions were used to develop water demands based on population growth. These assumptions are consistent with PWC's projection methodology and design standards. Water demand projections for the Grays Creek study area are listed in Table 1.

- Residential water demand of 212 gallons per day (gpd)/household. This is based on 180 gpd/household wastewater flow with an 85% return rate from water demand to the wastewater collection system.
- Commercial/ institutional water demand of 47 gpd/employee. This is based on 40 gpd/employee wastewater flow with an 85% return rate from water demand to the wastewater collection system.
- The unit demand factors for residential and commercial/industrial/institutional use include water loss.
- Maximum Daily Demand (MDD) = 1.5 times Average Daily Demand (ADD)
- Peak Hour Demand (PHD) = 2.1 times Average Daily Demand (ADD)
- Projections assume 100 percent of the population within the Grays Creek study area will be connected to the water distribution system by 2040.

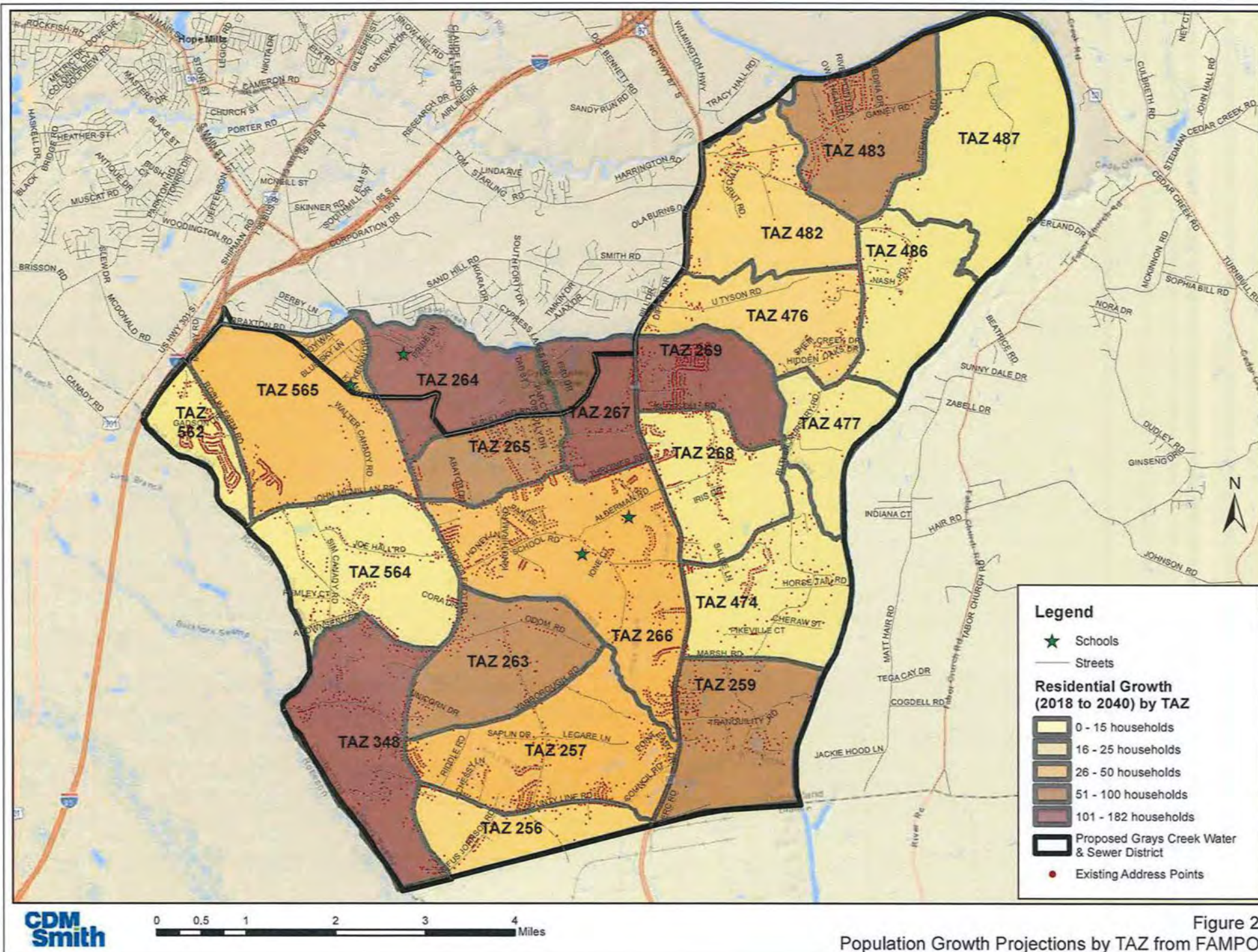


Table 1. Grays Creek Population and Water Demand Projections for 2040.

TAZ ID ¹	Residential				Commercial/Institutional				Total		
	2018 Residences (Households) ²	Residential Growth 2018-2040 (Households) ³	2040 Residences (Households)	2040 Average Day Water Demand (gpd) ⁴	2018 Employees ⁵	Employee Growth 2018-2040 ⁶	2040 Employees	2040 Average Day Water Demand (gpd) ⁶	Average Day Demand (mgd)	Maximum Day Demand (mgd) ⁷	Peak Hour Demand (mgd) ⁷
256	80	24	104	22,000	6	1	7	300	0.022	0.033	0.046
257	273	44	317	67,000	35	6	41	1,900	0.069	0.104	0.145
259	130	51	181	38,000	5	2	7	300	0.038	0.057	0.080
263	103	53	156	33,000	1	0	1	0	0.033	0.050	0.069
264	26	182	208	44,000	0	14	14	700	0.045	0.068	0.095
265	184	84	268	57,000	1	0	1	0	0.057	0.086	0.120
266	452	40	492	104,000	192	129	321	15,100	0.119	0.179	0.250
267	90	163	253	54,000	0	0	0	0	0.054	0.081	0.113
268	226	15	241	51,000	4	1	5	200	0.051	0.077	0.107
269	236	164	400	85,000	4	2	6	300	0.085	0.128	0.179
348	192	103	295	63,000	10	1	11	500	0.064	0.096	0.134
474	173	10	183	39,000	0	0	0	0	0.039	0.059	0.082
476	111	24	135	29,000	1	0	1	0	0.029	0.044	0.061
477	25	2	27	6,000	0	0	0	0	0.006	0.009	0.013
482	113	18	131	28,000	2	1	3	100	0.028	0.042	0.059
483	203	95	298	63,000	2	0	2	100	0.063	0.095	0.132
486	69	6	75	16,000	0	0	0	0	0.016	0.024	0.034
487	15	5	20	4,000	0	0	0	0	0.004	0.006	0.008
562	245	0	245	52,000	0	0	0	0	0.052	0.078	0.109
564	212	12	224	47,000	0	0	0	0	0.047	0.071	0.099
565	170	45	215	46,000	0	101	101	4,700	0.051	0.077	0.107
TOTAL	3,328	1,140	4,468	948,000	263	258	521	24,200	0.972	1.464	2.042

1) See Figure 2 for TAZ within Grays Creek.

2) 2018 existing households based on Cumberland County address points associated with parcels that have a residential landuse.

3) Residential growth based on FAMPO 2040 household estimates by TAZ. TAZ ID 264, 267, and 565 extend into PWC's service area. Existing households within PWC's service area were accounted-for when estimating growth.

4) Average day demand based on 212 gpd per household.

5) 2018 existing employees assumed to be the same as the 2010 employees per FAMPO TAZ. The majority of existing employees in the Grays Creek study area are in TAZ 266 which includes Grays Creek Elementary School and Grays Creek Middle School. Employee growth based on FAMPO 2040 employee estimates per TAZ.

6) Average day demand based on 47 gpd per employee.

7) MDD:ADD peaking factor = 1.5; PHD:ADD peaking factor = 2.1

Water Distribution System

Hydraulic Model Development

A hydraulic model was developed using Innovyze InfoWater software to evaluate the proposed Grays Creek water distribution system.

The modeled pipe network includes proposed water lines laid out along the existing streets to serve the existing address points. The location of water lines was approximated in the model by tracing the county GIS streets layer. Water lines for the Southpoint subdivision (currently served by Bladen County) are also included in the model. The proposed water lines for the Sentinels subdivision (to be served by PWC) are included in the model based on drawings provided by PWC. All pipes were assigned a friction factor (C value) of 120, consistent with PWC design standards for new pipe.

Junctions (nodes) are used to represent locations in the model where pipes are connected and locations at which water is withdrawn from the system. Junctions were assigned elevations based on Cumberland County GIS contour line elevation data. The water demands for existing homes (based on Cumberland County residential addresses in GIS) and existing commercial/ institutional parcels were allocated to the nearest pipe in the model. The demands for future residential and commercial/institutional growth were assigned to vacant parcels within each TAZ and allocated to the nearest pipe in the model.

The Grays Creek study area will obtain water supply from PWC's high pressure zone. Three PWC water supply connections were modeled as shown in **Figure 3**.

- Chicken Foot Road at the end of PWC's 16-inch diameter water line
- Highway 87 at end of PWC's 16-inch diameter water line near Sand Hill Road
- Highway 87 at the end of PWC's 16-inch diameter water line near and at Butler Nursery Road

Water supply is simulated in the model using a fixed-grade reservoir. Hydraulic model simulations were performed using PWC's high pressure zone model to determine the hydraulic grade line elevation (HGLE) at the supply points to Grays Creek. Under existing demand conditions, the HGLE at the supply points ranges from 340 to 360 feet. However, as PWC's demands increase in the future, the HGLE will decrease. The long-term planning period for PWC's hydraulic modeling is 2035. Under PWC's projected 2035 maximum day demand conditions, the HGLE at the supply points ranges from approximately 260 to 330 feet. **Table 2** lists the HGLE that was assumed at each supply point in the Grays Creek model.

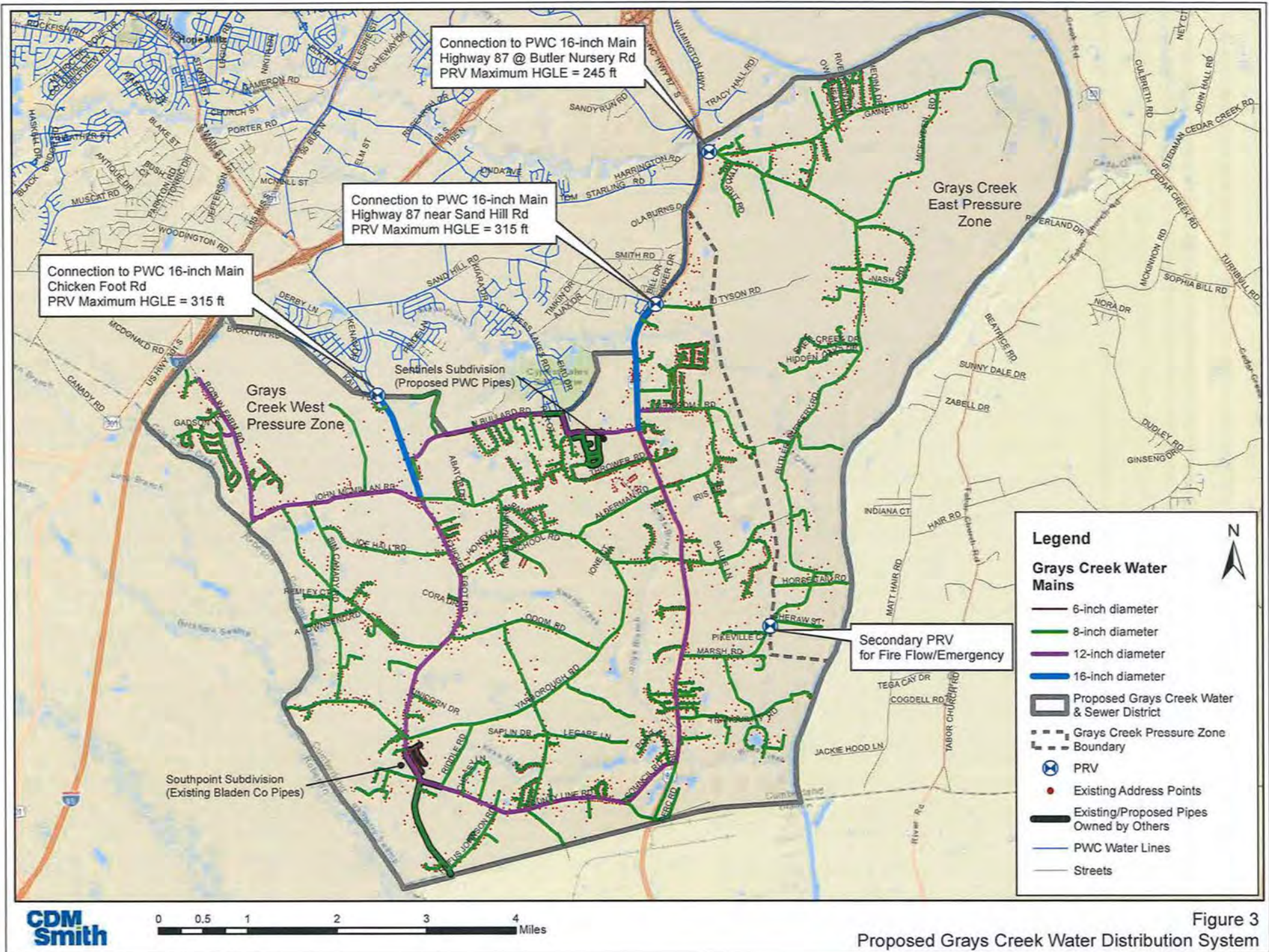


Table 2. Modeled Hydraulic Grade Line Elevation at PWC Water Supply Connections¹

Demand Scenario	Chicken Foot Road	Highway 87 near Sand Hill Road	Highway 87 at Butler Nursery Road
Average Day Demand	330 ft	330 ft	330 ft
Maximum Day Demand	295 ft	295 ft	295 ft
Peak Hour Demand	260 ft	260 ft	260 ft

1) From PWC hydraulic model simulations for long-term (2035) projected demands with recommended improvements to PWC's system per the 2017 High Pressure Zone Transmission Main Improvement Project Engineering Report.

Steady-state hydraulic model simulations were performed with the Grays Creek model for average day demand, maximum day demand, and peak hour demand conditions to size pipes and evaluate the adequacy of fire flow in the Grays Creek study area.

Design Criteria

The criteria used to evaluate the Grays Creek distribution system are listed in **Table 3** and are consistent with those used for design and evaluation of PWC's water distribution system.

Table 3. Summary of Evaluation Criteria

Parameter	Condition	Evaluation Criteria
Pressure	Minimum	40 psi for maximum day demand ¹
		30 psi for peak hour demand ²
		20 psi for fire flow ¹
	Maximum	90 psi desirable
Velocity	Maximum	10 feet per second, with less than 5 feet per second desirable
Headloss	Maximum	10 feet/1,000 feet for distribution mains 8-inches in diameter and smaller; 5 feet/1,000 feet for mains 12-inches in diameter and larger ²
Fire Flow	Minimum	1,000 gpm ³
Main Size	Minimum	8 inches in diameter ⁴
Hydrant Spacing	Maximum	1,000 feet between hydrants ⁵

1) Based on North Carolina Administrative Code Title 15A, Subchapter 18C.

2) Based on PWC Design Manual Chapter 3 (Water Distribution Design Guidelines), Section 2.

3) Based on 2012 North Carolina State Building Code: Fire Prevention Code, Appendix B. Minimum for one- and two-family dwellings with area less than 3,600 square feet.

4) Based on PWC Design Manual Chapter 3 (Water Distribution Design Guidelines), Section 3.

5) Based on information from Cumberland County Fire Marshall.

Hydraulic Evaluation

Figure 3 shows the proposed Grays Creek distribution system and water main sizing to meet the criteria in Table 3. A discussion of the recommendations resulting from the hydraulic evaluation follows.

Water Mains

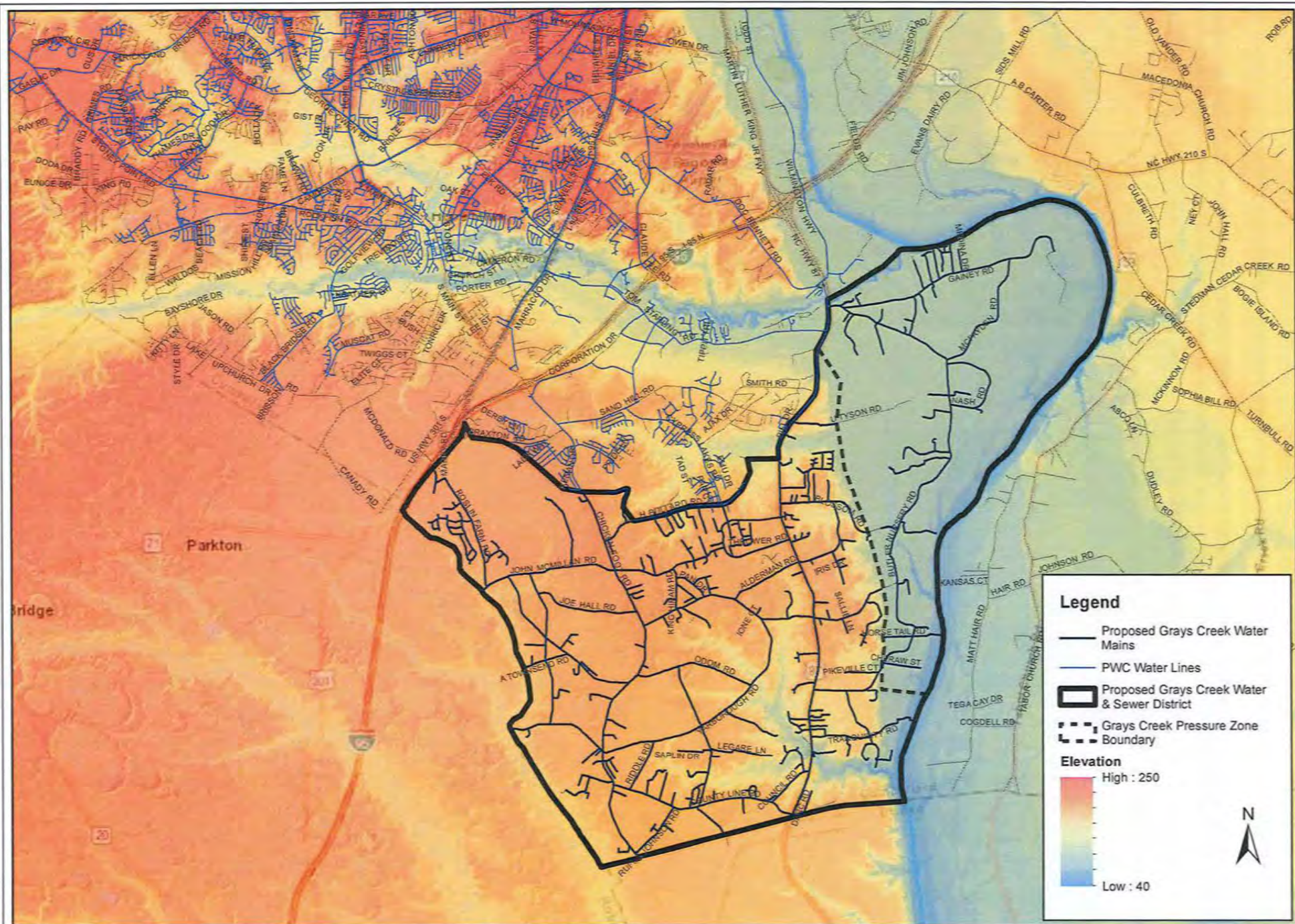
The proposed Grays Creek water distribution system includes water mains along the existing roads in the study area to serve existing addresses and parcels that may be developed in the future. The following diameters and lengths of proposed water mains are recommended.

- Approximately 2.5 miles of 16-inch diameter transmission mains to convey water from the PWC connection points.
- Approximately 16 miles of 12-inch diameter transmission mains that create a loop along Chicken Foot Road, County Line Road, Highway 87, and Thrower Road/H Bullard Road.
- Approximately 107 miles of 8-inch diameter distribution water lines.

Pressure Zones

The elevations within the Grays Creek study area range from approximately 50 feet in the eastern portion of Grays Creek near the Cape Fear River to approximately 175 feet in the western portion of Grays Creek near Robeson County, as shown on **Figure 4**. The elevations in the Grays Creek area are generally lower than in PWC's high pressure zone. To maintain pressures less than or equal to 90 psi for most of the Grays Creek system, it is recommended that the area be split into two pressure zones as shown on Figures 3 and 4.

- **Grays Creek West Pressure Zone** - The Grays Creek West Pressure Zone includes the portion of the study area that is supplied from the connection points on Chicken Foot Road and Highway 87 near Sand Hill Road. A maximum HGLE of approximately 315 feet is recommended for this area to maintain pressures less than 90 psi. However, a few areas in the lowest elevations would still have average pressures between 90 and 110 psi. Pressure reducing valves (PRVs) are recommended at the connections to PWC's system to maintain a maximum HGLE of 315 feet.
- **Grays Creek East Pressure Zone** - The Grays Creek East Pressure Zone includes the portion of the study area near the Cape Fear River at the lower elevations that is supplied from the connection point at Highway 87 and Butler Nursery Road. A PRV at the PWC connection with maximum HGLE of approximately 245 feet is recommended for this zone to maintain pressures less than 90 psi. A second PRV at the end of the East Pressure Zone along Marsh Road, with a lower HGLE setting, is recommended to provide looping for additional flow under fire or other emergency conditions (see Figure 3).



Figures 5 and 6 show the modeled pressures for average day and peak hour demands, respectively, with the implementation of the Grays Creek East and West pressure zones.

Fire Protection

The available fire flow within the Grays Creek study area is shown in **Figure 7**. Although most areas have at least 1,000 gpm fire flow, some dead-end water mains can only supply between 600 and 1,000 gpm fire flow while maintaining a minimum system pressure of 20 psi. Although increasing the water main sizes may provide additional fire flow to these areas, it is not recommended due to potential water quality degradation under normal demand conditions in the dead-end mains.

As noted in Appendix B of the North Carolina State Building Code: Fire Prevention Code, the fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. Additionally, for 1- and 2-family dwellings not exceeding 2 stories in height that are more than 30 feet between buildings, the Insurance Service Office's (ISO) Guide for Determination of Needed Fire Flow lists a needed fire flow of 500 gpm.

Storage

PWC has 7.0 million gallons of storage within the high pressure zone, which would be available for the Grays Creek area. The PWC storage volume exceeds the minimum requirements for the combined PWC high pressure zone and Grays Creek projected demands. Additional elevated storage in the Grays Creek study area is not required to provide fire protection, but could be considered to provide demand equalization or emergency supply for the Grays Creek study area. Storage within the Grays Creek distribution system could also help improve fire flow in some specific areas with lower fire flow discussed above. New elevated storage is not included in the costs presented in the memorandum.

Conceptual Cost Estimates

The American Association of Cost Estimators (AACE) recommends four levels of accuracy for construction cost estimating. The level of cost estimation is dependent upon the stage and scope of the project. The four major categories are listed in **Table 4**.

Table 4. Level of Cost Categories

Category Level	Accuracy
Category 1 – Conceptual Estimate	+50% to -30%
Category 2 – Study Estimate	+30% to -20%
Category 3 – Preliminary Estimate	+20% to -10%
Category 4 – Detailed Estimate	+15% to -5%

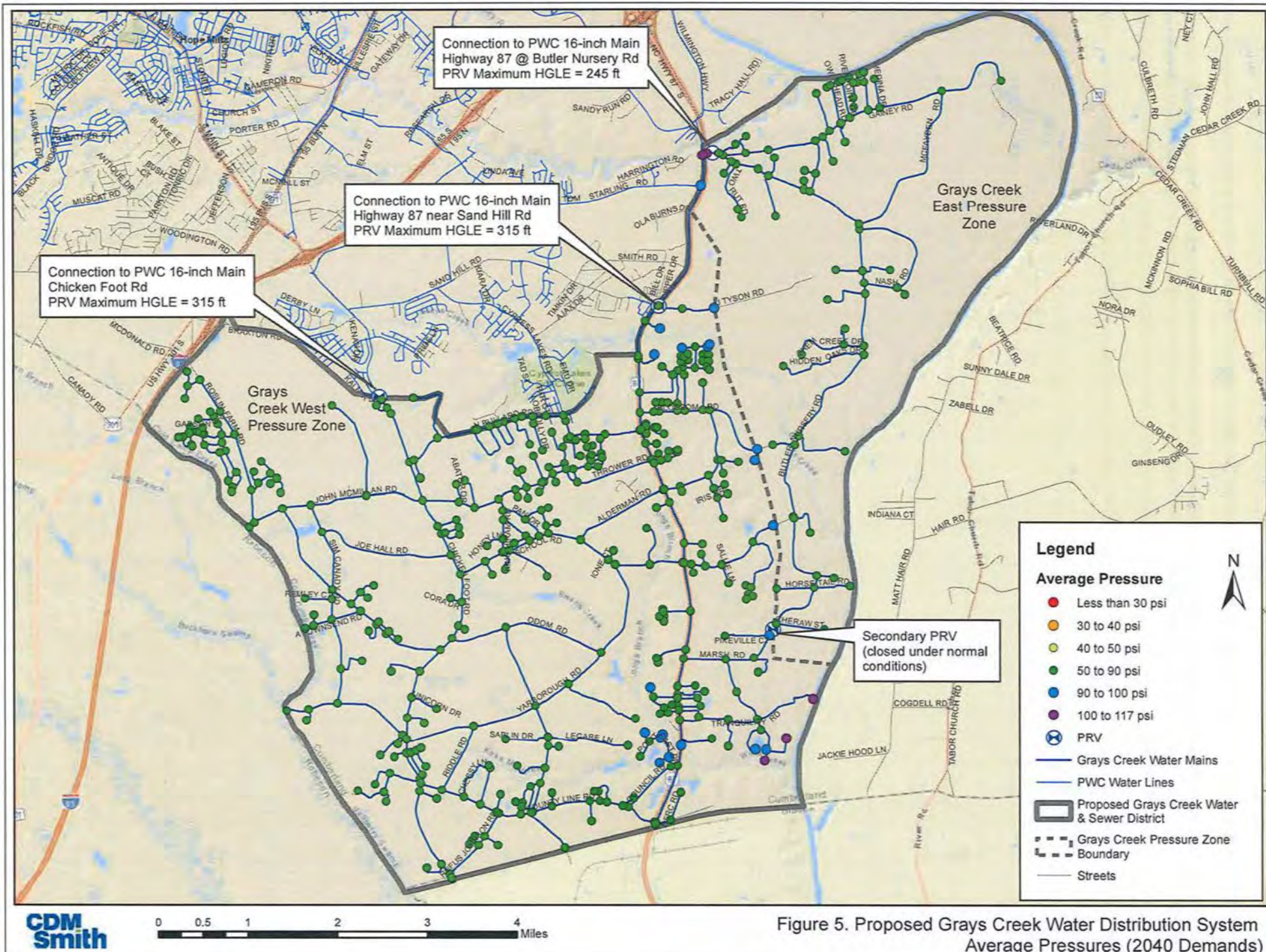


Figure 5. Proposed Grays Creek Water Distribution System Average Pressures (2040 Demands)

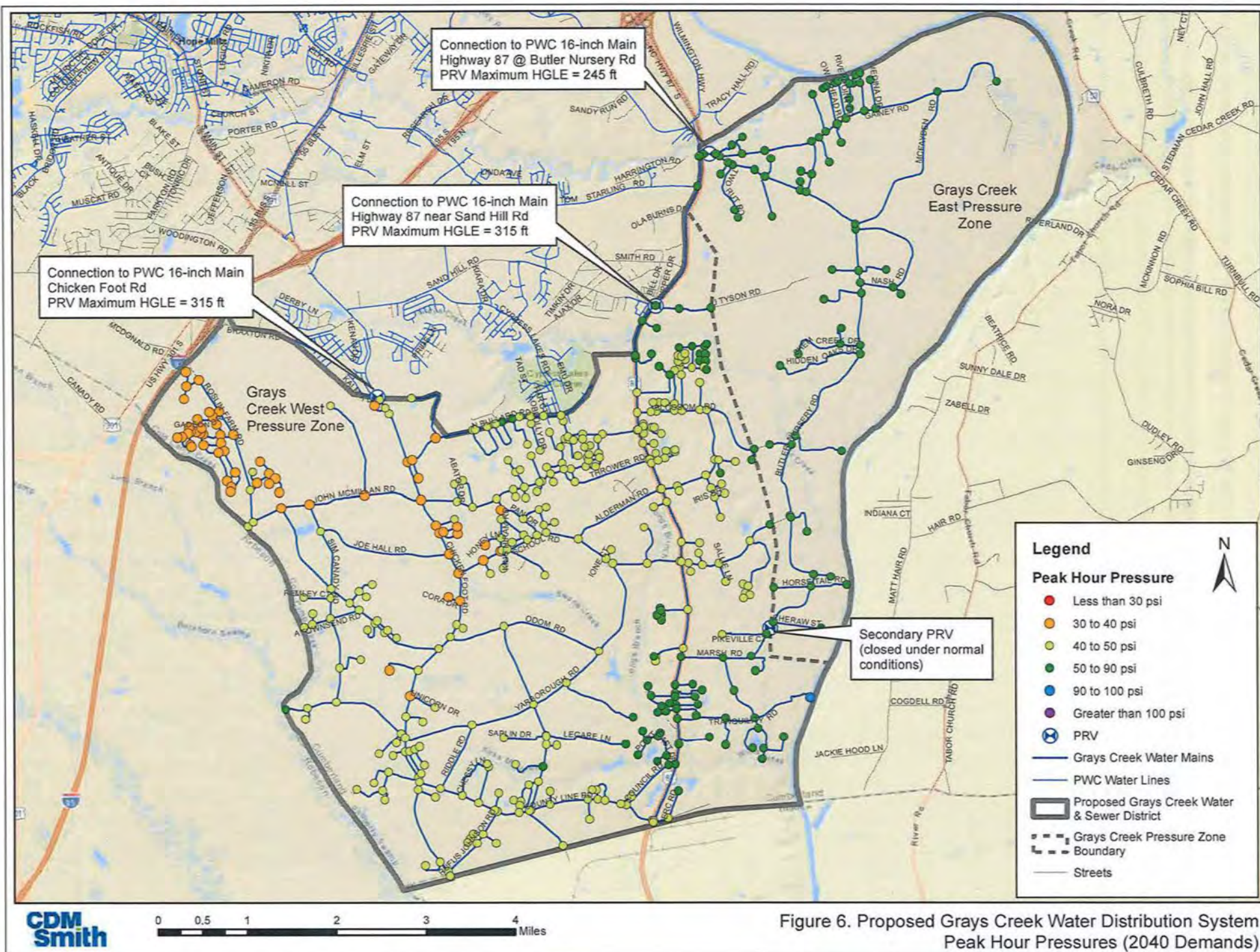
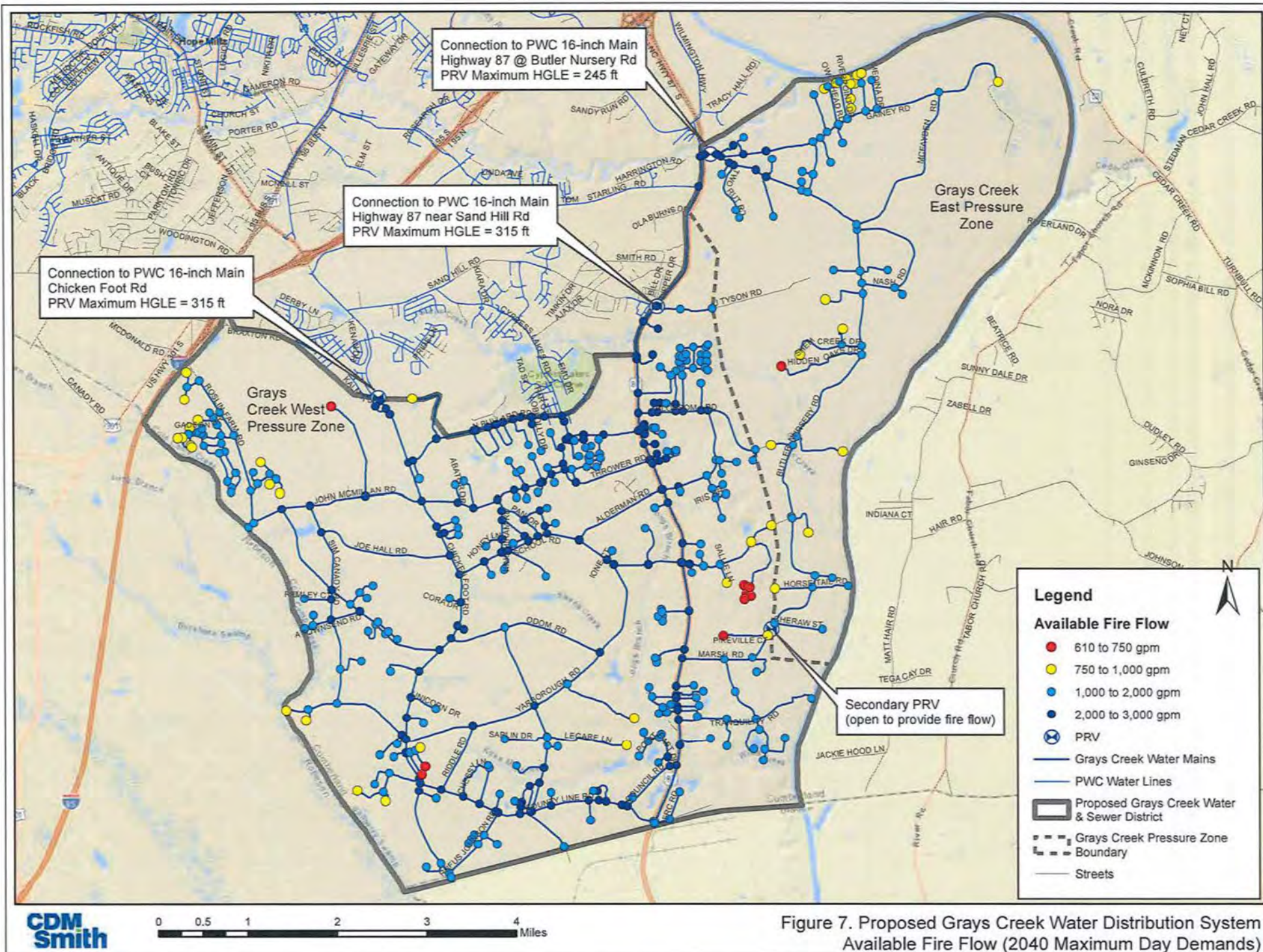


Figure 6. Proposed Grays Creek Water Distribution System Peak Hour Pressures (2040 Demands)



The accuracy of construction cost estimates should increase as the project moves through the process from conceptual to detailed design and eventually to project bidding and actual construction. It can be expected that conceptual and study-level estimates would have a wide range of accuracy relative to the actual construction cost because not all the design features and details that would impact the final cost have been addressed. The construction cost estimates prepared for this report are at the "Conceptual Estimate" level (Category 1).

Cost estimates for this report were prepared using previous estimates for similar projects, historical data from comparable work, and estimating guides and equipment costs. Factors such as competitive market conditions, actual site conditions, and implementation schedule cannot be quantified at the current level of detail but can significantly impact the project cost.

Projecting costs into the future is speculative, as inflation rates for energy prices, building materials, and construction labor fluctuate constantly. A "constant dollar" approach was used in developing capital costs for the primary alternatives. All costs shown are in 2018 dollar values and reference an Engineering News Record (ENR) Construction Cost Index (CCI) for June 2018 of 11068. Care should be taken during future updates to index costs for each year based on the inflation rate experienced over the update year.

Total construction cost is calculated by applying a 30 percent contingency to the cost of pipeline and infrastructure installations. **Table 5** presents conceptual construction cost estimates for the proposed Grays Creek water distribution system. It should be noted that land acquisition costs are not included in the project costs.

Summary

The projected average day demand for build-out of the Grays Creek Water & Sewer District is approximately 1.0 million gallons per day (mgd), with a build-out maximum day demand of 1.5 mgd. To provide water service to meet the demand and provide fire flow, the following distribution system infrastructure is proposed, with a total conceptual construction cost of approximately \$99 million.

- Approximately 125 miles of new water mains (8-inch, 12-inch, and 16-inch diameter).
- Three connections to PWC's water system with master meters and pressure reducing valves to establish two pressure zones within Grays Creek.
- One additional pressure reducing valve within the Grays Creek distribution system to provide improved looping for the East Pressure Zone during emergency/fire flow conditions.

It is anticipated that the distribution system will be implemented in phases. As the phasing is developed, it is recommended that the hydraulic performance and fire flow be re-evaluated to confirm each phase meets the evaluation criteria in Table 3. Additionally, if elevated storage is desired to provide equalization storage, emergency storage, or improve local fire flows, the hydraulic model should be used to evaluate the effectiveness, size and location of storage within Grays Creek.

Table 5. Conceptual Construction Costs for Grays Creek Water Distribution System¹

	Item	Quantity	Unit	Unit Cost ²	Extended Cost	Notes
1	8-inch Water Main (open-cut installation)	555,400	LF	\$80	\$44,430,000	3, 4
2	8-inch Water Main (trenchless installation)	5,000	LF	\$250	\$1,250,000	5
3	12-inch Water Main (open-cut installation)	85,800	LF	\$100	\$8,580,000	3, 4
4	12-inch Water Main (trenchless installation)	900	LF	\$425	\$380,000	5
5	16-inch Water Main (open-cut installation)	13,100	LF	\$150	\$1,970,000	3, 4
6	16-inch Water Main (trenchless installation)	200	LF	\$600	\$120,000	5
7	Fire Hydrant Assembly	700	EA	\$6,500	\$4,550,000	6
8	Master Meter Connection to PWC System	3	EA	\$50,000	\$150,000	7
9	Pressure Reducing Valve	4	EA	\$30,000	\$120,000	8
10	1-inch Water Service Connection	4,470	EA	\$3,250	\$14,530,000	9
	Subtotal				\$76,080,000	
11	Construction Contingency (30%)				\$22,820,000	2
	TOTAL				\$98,900,000	

1) Costs are in June 2018 dollars and do not include land acquisition. Costs are rounded to the nearest \$10,000.

2) Unit costs include contractor overhead, profit, sales tax, bonds, insurance, and general conditions. Construction contingency of 30 percent is added in line item 11.

3) Assumes C900 PVC pipe for 6-inch through 12-inch diameters; assumes restrained joint ductile iron (pressure class 250) for 16-inch diameter pipe. Assumes normal dewatering; 4 feet cover.

4) Includes valves located every 1,000 LF and DI fitting every 1,000 LF.

5) Trenchless installation assumed for road and stream crossings. Length is estimated based on the number of trenchless crossings. Installation assumes Horizontal Directional Drill (HDD) with DIPS HDPE pipe with adapters.

6) Assumes hydrants located every 1,000 LF.

7) Includes meter vault, valves and meter with a bypass.

8) Includes valve and meter vault.

9) Assumes 30 LF of 1" IPS copper water service and meter box, per PWC design standards. Number of connections estimated based on projected households in 2040.

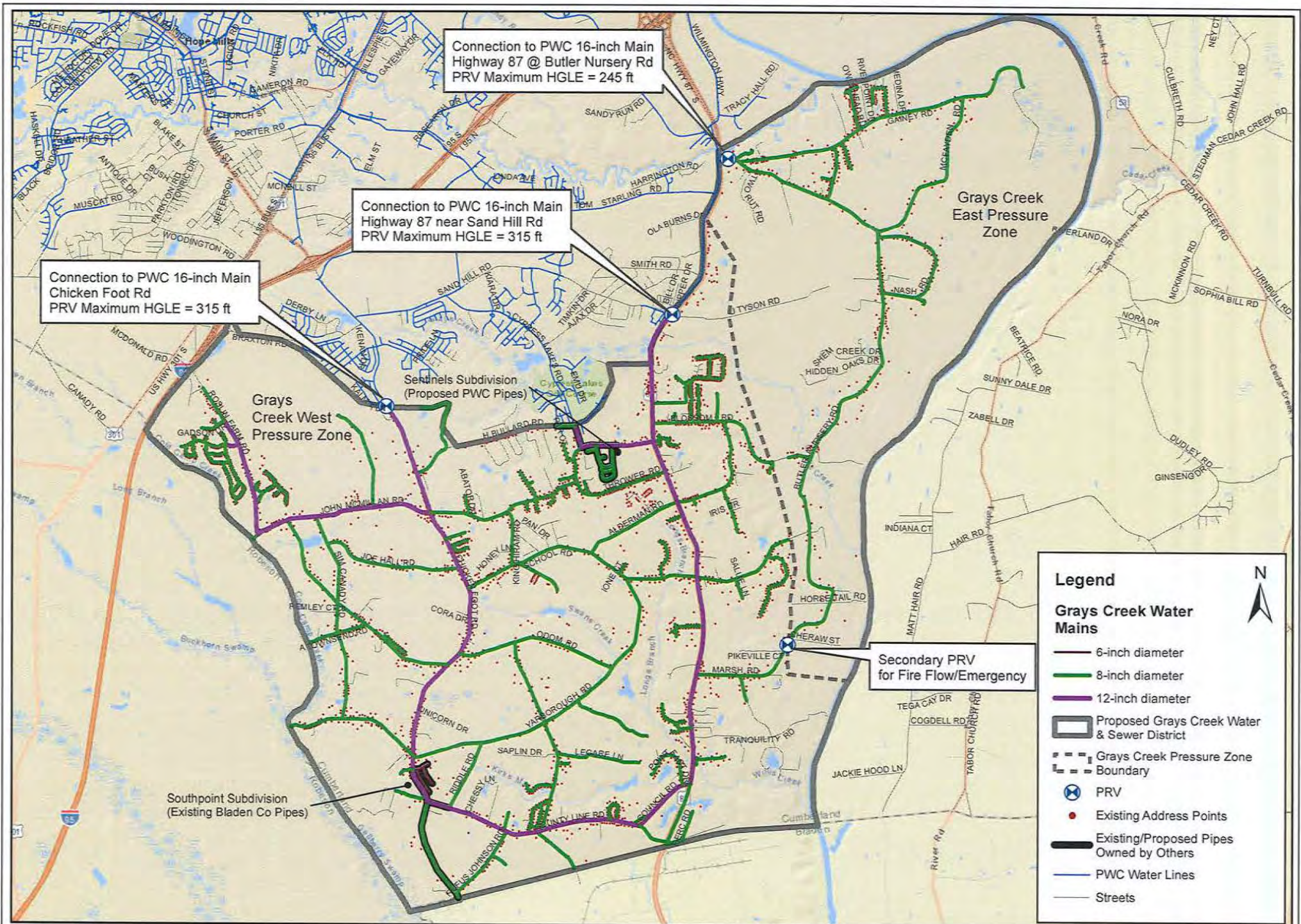


Figure 3 REVISED (No Service to Private Streets)
Proposed Grays Creek Water Distribution System

Revised (No Service to Private Streets)

Table 5. Conceptual Construction Costs for Grays Creek Water Distribution System¹

	Item	Quantity	Unit	Unit Cost ²	Extended Cost	Notes
1	8-inch Water Main (open-cut installation)	385,800	LF	\$80	\$30,860,000	3, 4
2	8-inch Water Main (trenchless installation)	3,600	LF	\$250	\$900,000	5
3	12-inch Water Main (open-cut installation)	85,600	LF	\$100	\$8,560,000	3, 4
4	12-inch Water Main (trenchless installation)	1,100	LF	\$425	\$470,000	5
5	Fire Hydrant Assembly	500	EA	\$6,500	\$3,250,000	6
6	Master Meter Connection to PWC System	3	EA	\$50,000	\$150,000	7
7	Pressure Reducing Valve	4	EA	\$30,000	\$120,000	8
8	1-inch Water Service Connection	3,340	EA	\$2,000	\$6,680,000	9
	Subtotal				\$50,990,000	
9	Construction Contingency (30%)				\$15,300,000	2
	TOTAL				\$66,290,000	

1) Costs are in June 2018 dollars and do not include land acquisition. Costs are rounded to the nearest \$10,000.

2) Unit costs include contractor overhead, profit, sales tax, bonds, insurance, and general conditions. Construction contingency of 30 percent is added in line item 9.

3) Assumes C900 PVC pipe for 6-inch through 12-inch diameters. Assumes normal dewatering; 4 feet cover.

4) Includes valves located every 1,000 LF and DI fitting every 1,000 LF.

5) Trenchless installation assumed for road and stream crossings. Length is estimated based on the number of trenchless crossings. Installation assumes Horizontal Directional Drill (HDD) with DIPS HDPE pipe with adapters.

6) Assumes hydrants located every 1,000 LF.

7) Includes meter vault, valves and meter with a bypass.

8) Includes valve and meter vault.

9) Assumes 30 LF of 1" IPS polyethylene water service and meter box, per PWC design standards. Number of connections estimated based on projected households in 2040.



Technical Memorandum

To: Mr. Jeffrey Reitzel, Moorman, Kizer & Reitzel Inc.

From: CDM Smith

Date: November 28, 2018

Subject: Grays Creek Water Modeling – Phase 1 Scenario

This memorandum is an update to the Grays Creek Water Modeling Technical Memorandum dated July 11, 2018 which describes the projected water demands and sizing of proposed waterlines to provide public water service within the entire proposed Grays Creek Water & Sewer District in Cumberland County. The evaluation included in this memorandum provides water service to a selected portion of the proposed Grays Creek Water & Sewer District referred to as the Phase 1 scenario. The streets to be included with Phase 1 are highlighted in **Figure 1**.

Demand Projections

The water demands for the Phase 1 scenario were developed consistent with the methodology described in the July 11, 2018 memorandum (included as Attachment A). Only demands for those properties that are adjacent to the streets highlighted in Figure 1 are included in Phase 1. **Table 1** summarizes the water demands for the Phase 1 scenario.

Table 1. Grays Creek Population and Water Demand Projections for Phase 1 Scenario.

2018 Residences (Households) ¹	Residential Growth 2018- 2040 (Households) ²	2018 Employees ³	Employee Growth 2018-2040 ³	Average Day Demand (mgd) ⁴	Maximum Day Demand (mgd) ⁵	Peak Hour Demand (mgd) ⁵
540	140	213	137	0.16	0.24	0.34

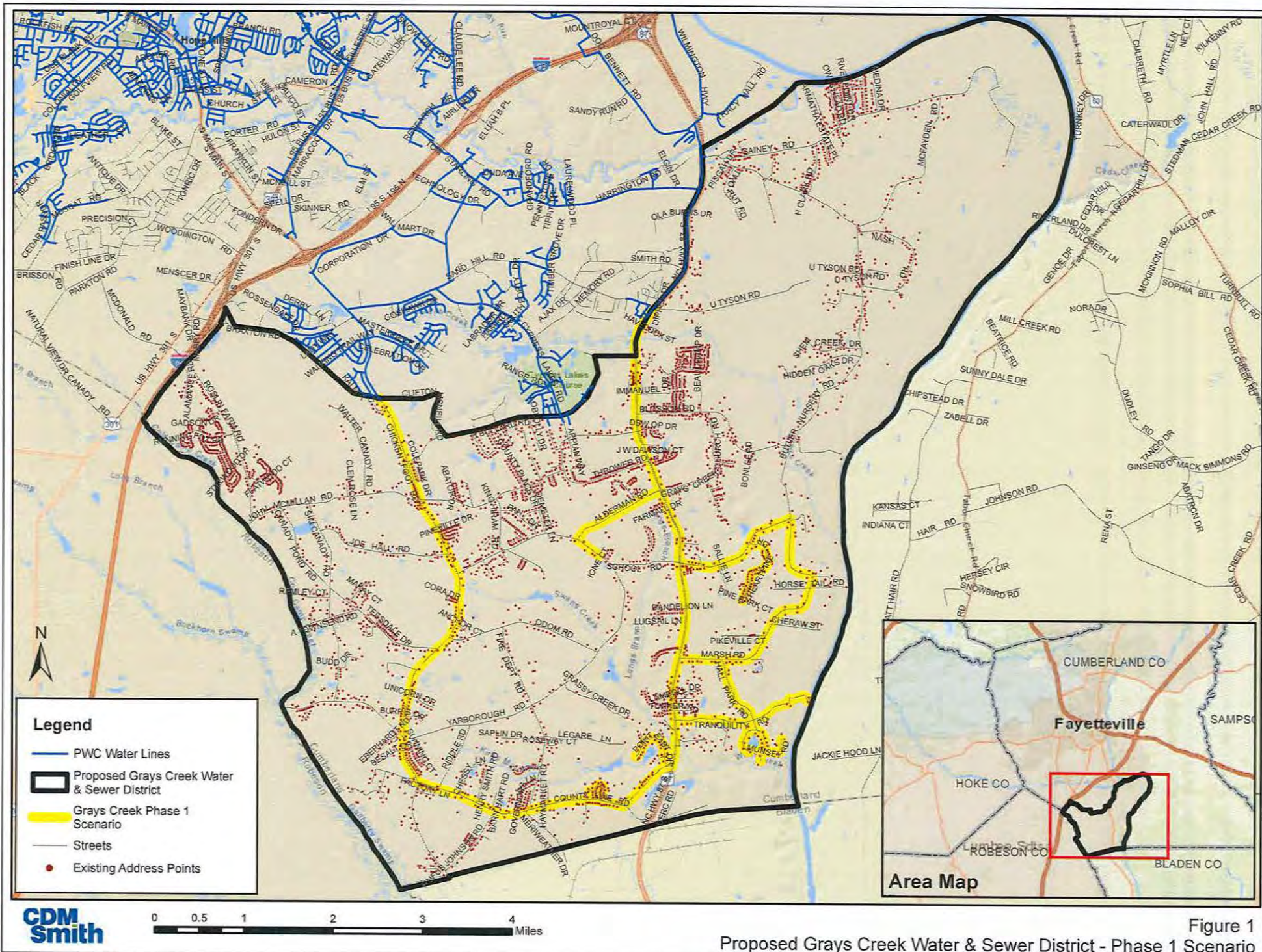
1) 2018 existing households based on Cumberland County address points associated with parcels that have a residential landuse.

2) Residential growth based on FAMPO 2040 household estimates by TAZ; see Attachment A.

3) 2018 existing employees assumed to be the same as the 2010 employees per FAMPO TAZ. Employee growth based on FAMPO 2040 employee estimates per TAZ; see Attachment A.

4) Average day demand based on 212 gpd per household and 47 gpd per employee.

5) MDD:ADD peaking factor = 1.5; PHD:ADD peaking factor = 2.1



Water Distribution System

The Innovyze InfoWater hydraulic model developed for evaluation of the Grays Creek water distribution system was used for the Phase 1 scenario analysis. Additional description of the model is provided in Attachment A.

The Grays Creek Phase 1 area will obtain water supply from PWC's high pressure zone. Two PWC water supply connections were modeled as shown in **Figure 2**.

- Chicken Foot Road at the end of PWC's 16-inch diameter water line
- Highway 87 at end of PWC's 16-inch diameter water line near Sand Hill Road

Water supply is simulated in the model using a fixed-grade reservoir. Hydraulic model simulations were performed using PWC's high pressure zone model to determine the hydraulic grade line elevation (HGLE) at the supply points to Grays Creek. Under existing demand conditions, the HGLE at the supply points ranges from 340 to 360 feet. However, as PWC's demands increase in the future, the HGLE will decrease. The long-term planning period for PWC's hydraulic modeling is 2035. Under PWC's projected 2035 maximum day demand conditions, the HGLE at the supply points ranges from approximately 260 to 330 feet. **Table 2** lists the HGLE that was assumed at each supply point in the Grays Creek model.

Table 2. Modeled Hydraulic Grade Line Elevation at PWC Water Supply Connections¹

Demand Scenario	Chicken Foot Road	Highway 87 near Sand Hill Road
Average Day Demand	330 ft	330 ft
Maximum Day Demand	295 ft	295 ft
Peak Hour Demand	260 ft	260 ft

1) From PWC hydraulic model simulations for long-term (2035) projected demands with recommended improvements to PWC's system per the 2017 High Pressure Zone Transmission Main Improvement Project Engineering Report.

Steady-state hydraulic model simulations were performed with the Grays Creek model for average day demand, maximum day demand, and peak hour demand conditions to evaluate system pressures and evaluate the adequacy of fire flow in the Phase 1 Grays Creek study area. The criteria used to evaluate the Grays Creek distribution system are summarized in Attachment A - Table 3.

Figure 2 shows the proposed Phase 1 scenario distribution system. The pipes are sized based on the future (2040) water demands for the entire Grays Creek Water & Sewer District given in Attachment A - Table 1. A discussion of the recommendations resulting from the hydraulic evaluation follows.

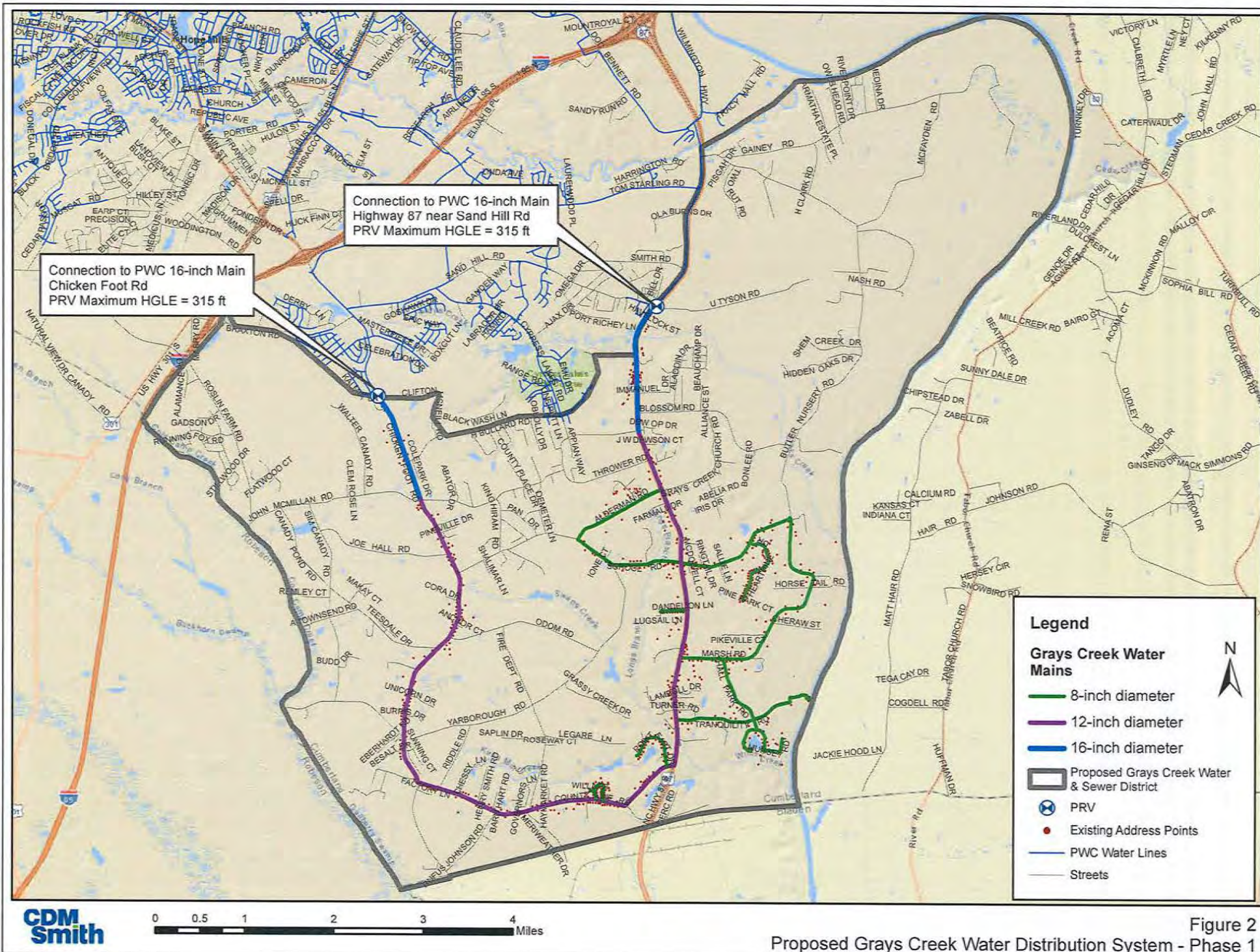


Figure 2
Proposed Grays Creek Water Distribution System - Phase 1

Water Mains

The proposed Phase 1 water distribution system includes the following diameters and lengths of proposed water mains.

- Approximately 2.5 miles of 16-inch diameter transmission mains to convey water from the PWC connection points.
- Approximately 9.9 miles of 12-inch diameter transmission mains that create a loop along Chicken Foot Road, County Line Road, and Highway 87.
- Approximately 12.7 miles of 8-inch diameter distribution water lines.

Pressure Zones

As discussed in Attachment A, it is recommended that the area be split into two pressure zones to maintain adequate pressures within the entire Crays Creek service area. However, a single pressure zone is recommended for the Phase 1 scenario since most of the area is included within the proposed Grays Creek West Pressure Zone. The Phase 1 scenario is supplied from the PWC connection points on Chicken Foot Road and Highway 87 near Sand Hill Road. A maximum HGLE of approximately 315 feet is recommended to maintain pressures less than 90 psi. However, a few areas in the lowest elevations would still have average pressures between 90 and 120 psi. Pressure reducing valves (PRVs) are recommended at the connections to PWC's system to maintain a maximum HGLE of 315 feet. **Figures 3 and 4** show the modeled pressures for average day and peak hour demands, respectively.

Fire Protection

The available fire flow within the Phase 1 area is shown in **Figure 5**. An 8-inch diameter pipe was added on School Road to create looping which provides a minimum fire flow of 1,000 gpm for customers on Alderman Road/School Road. Although most areas have at least 1,000 gpm fire flow, the dead-end water main along Heartpine Drive can only supply between 720 and 1,000 gpm fire flow while maintaining a minimum system pressure of 20 psi. Increasing the water main size may provide additional fire flow but is not recommended due to potential water quality degradation under normal demand conditions in the dead-end main.

Storage

PWC has 7.0 million gallons of storage within the high pressure zone, which would be available for the Grays Creek area. The PWC storage volume exceeds the minimum requirements for the combined PWC high pressure zone and Phase 1 Grays Creek projected demands. Additional elevated storage in the Grays Creek area is not required to provide fire protection but could be considered to provide demand equalization or emergency supply for the Grays Creek study area. New elevated storage is not included in the costs presented in the memorandum.

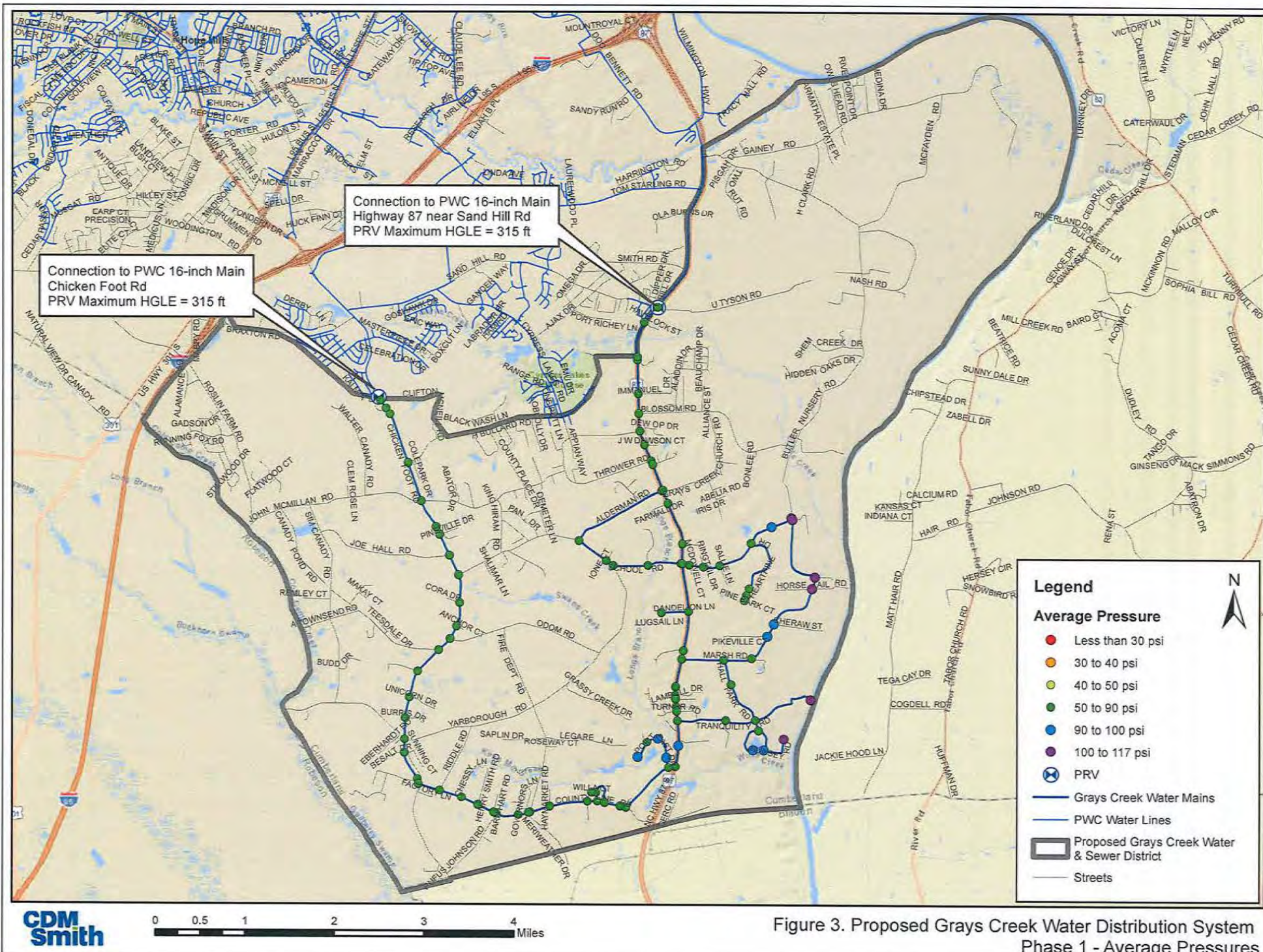
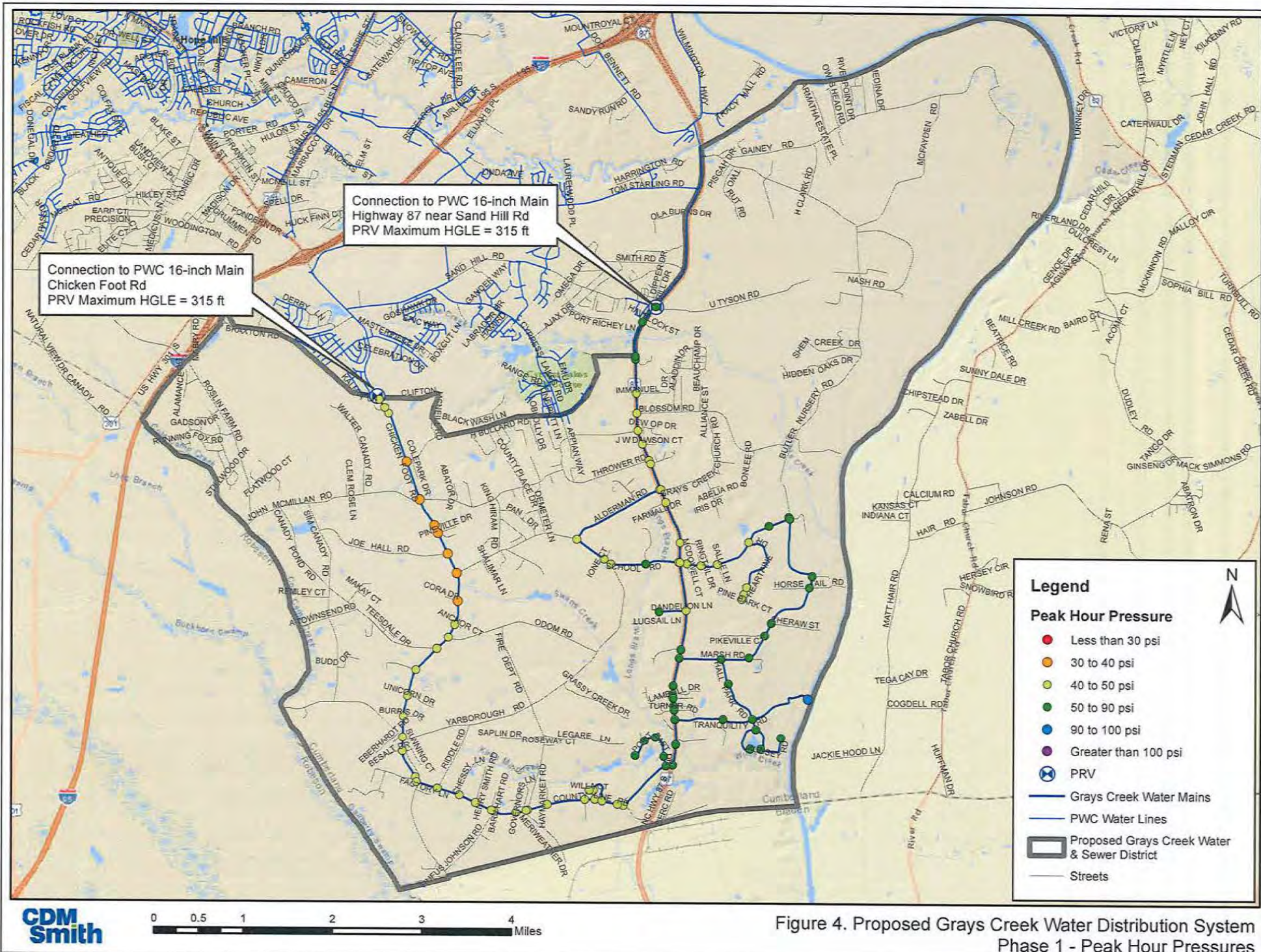


Figure 3. Proposed Grays Creek Water Distribution System
Phase 1 - Average Pressures



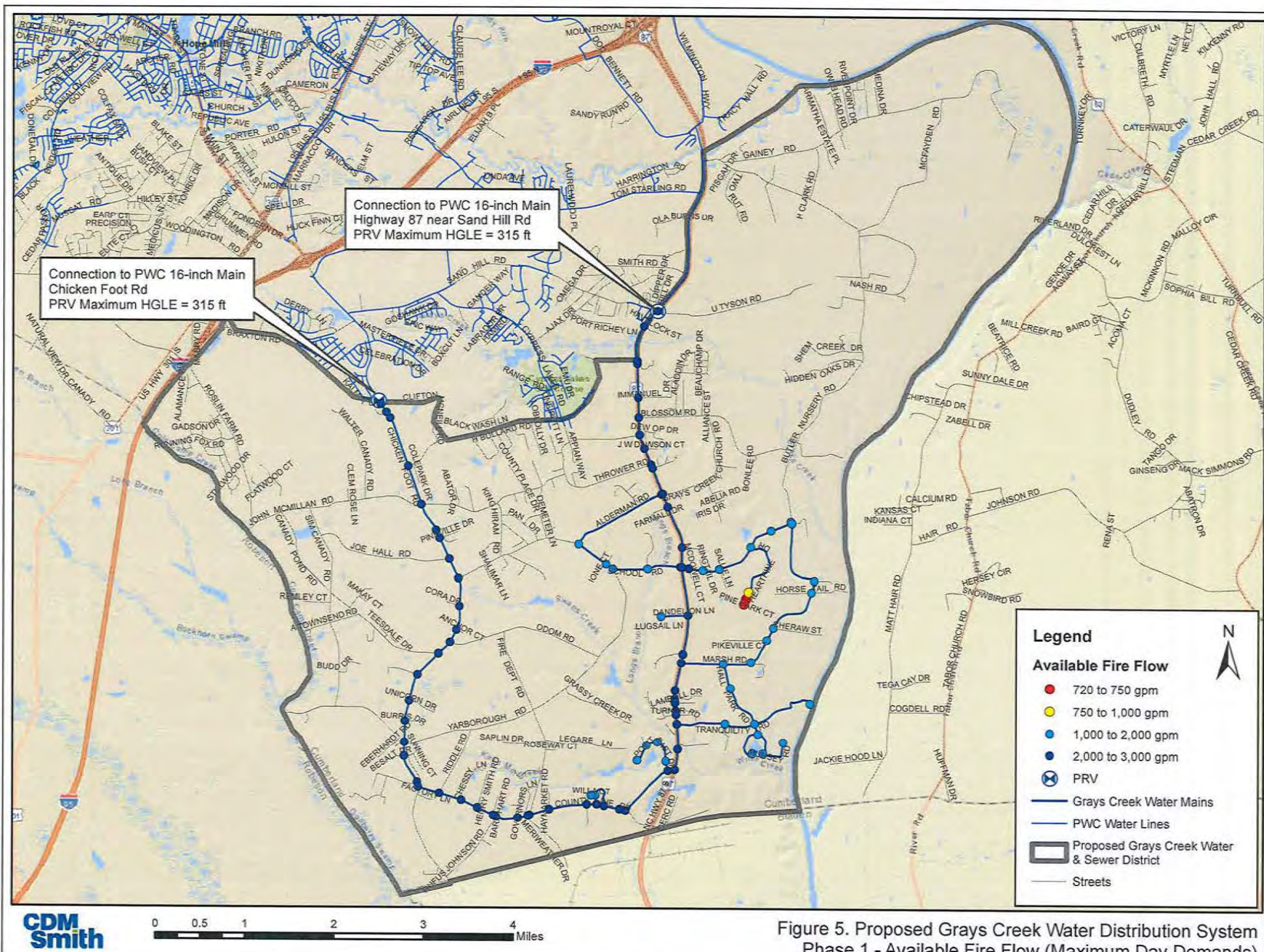


Figure 5. Proposed Grays Creek Water Distribution System
Phase 1 - Available Fire Flow (Maximum Day Demands)

Conceptual Cost Estimates

Table 3 presents conceptual construction cost estimates for the proposed Grays Creek water distribution system. Assumptions and additional details on the development of conceptual cost estimates are provided in Attachment A. It should be noted that land acquisition costs are not included in the project costs.

Table 3. Conceptual Construction Costs for Grays Creek Water Distribution System¹

	Item	Quantity	Unit	Unit Cost ²	Extended Cost	Notes
1	8-inch Water Main (open-cut installation)	66,500	LF	\$80	\$5,320,000	3, 4
2	8-inch Water Main (trenchless installation)	500	LF	\$250	\$130,000	5
3	12-inch Water Main (open-cut installation)	51,800	LF	\$100	\$5,180,000	3, 4
4	12-inch Water Main (trenchless installation)	700	LF	\$425	\$300,000	5
5	16-inch Water Main (open-cut installation)	13,100	LF	\$150	\$1,970,000	3, 4
6	16-inch Water Main (trenchless installation)	200	LF	\$600	\$120,000	5
7	Fire Hydrant Assembly	130	EA	\$6,500	\$850,000	6
8	Master Meter Connection to PWC System	2	EA	\$50,000	\$100,000	7
9	Pressure Reducing Valve	2	EA	\$30,000	\$60,000	8
10	1-inch Water Service Connection	540	EA	\$2,000	\$1,080,000	9
	Subtotal				\$15,110,000	
11	Construction Contingency (30%)				\$4,530,000	2
	TOTAL				\$19,640,000	

1) Costs are in November 2018 dollars and do not include land acquisition. Costs are rounded to the nearest \$10,000.

2) Unit costs include contractor overhead, profit, sales tax, bonds, insurance, and general conditions. Construction contingency of 30 percent is added in line item 11.

3) Assumes C900 PVC pipe for 6-inch through 12-inch diameters. Assumes normal dewatering; 4 feet cover.

4) Includes valves located every 1,000 LF and DI fitting every 1,000 LF.

5) Trenchless installation assumed for road and stream crossings. Length is estimated based on the number of trenchless crossings. Installation assumes Horizontal Directional Drill (HDD) with DIPS HDPE pipe with adapters.

6) Assumes hydrants located every 1,000 LF.

7) Includes meter vault, valves and meter with a bypass.

8) Includes valve and meter vault.

9) Assumes 30 LF of 1" IPS polyethylene water service and meter box, per PWC design standards. Number of connections estimated based on estimated existing households to be served.

Summary

The projected average day demand for Phase 1 of the Grays Creek Water & Sewer District is approximately 160,000 gallons per day (gpd), with a maximum day demand of 240,000 gpd. The following distribution system infrastructure is proposed for the Phase 1 scenario, with a total conceptual construction cost of approximately \$19.6 million.

- Approximately 25 miles of new water mains (8-inch, 12-inch, and 16-inch diameter).
- Two connections to PWC's water system with master meters and pressure reducing valves.

It is anticipated that the distribution system will be implemented in phases. The water mains presented in this evaluation are sized to accommodate future (2040) water demands for the entire Grays Creek Water & Sewer District. As future phasing is developed, it is recommended that the hydraulic performance and fire flow be re-evaluated to confirm each phase meets the evaluation criteria. Additionally, if elevated storage is desired to provide equalization storage, emergency storage, or improve local fire flows, the hydraulic model should be used to evaluate the effectiveness, size and location of storage within Grays Creek.



CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

Gray's Creek Community Property Owners
Cumberland County, North Carolina

Subject: Extending Public Water Survey

Dear Property Owner:

As you may already be aware, Cumberland County and Fayetteville Public Works Commission (PWC) are pursuing options to bring potable public water to your area in the most economical and efficient manner. The engineering firm of Moorman, Kizer & Reitzel, Inc. (MKR) was selected to provide an evaluation of the best option to achieve this goal. A Preliminary Engineering Report (PER) is being prepared by MKR which includes a proposed system layout.

At this time the funding structure and homeowner costs have not been determined. For planning purposes, we would like to know your interest in this project and solicit your opinion.

Please complete the enclosed survey and return in the self-addressed, postage paid envelope by _____.

This survey is in no way obligating you to any of the options that you choose. This is for planning purposes as it is important to understand how many residents would be interested in connecting to a public water system if one was available. We will continue to provide information, regarding progress towards extending water in your area.

If you have any questions or concerns you may contact us by email at _____ or call _____.

Water Survey

Name _____ Phone Number _____

Address _____

City _____ State _____ Zip Code _____

Property Site Address _____

Email Address _____

Is this property: ☐ Owner-Occupied ☐ Rental Unit ☐ Vacant

Please select the option that you would prefer the County to take to extend the waterline to your community:

☐

1. Explore funding opportunities to construct a public water system

The County would explore various funding opportunities to determine the most economical and efficient manner to construct a public water system.

☐

2. Nothing

For this option you prefer the county not to move forward with extending public waterlines into your community.

☐

3. Other

If water lines were extended for the community, would you connect to the water system if it was strictly voluntary?

☐ Yes ☐ No

Comments: _____

★ CUMBERLAND COUNTY ★
WORKFORCE DEVELOPMENT BOARD


410 Ray Avenue • Fayetteville, North Carolina 28301
P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 323-3421 • Fax (910) 323-5755

MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018

MEETING OF THE FINANCE COMMITTEE

TO: FINANCE COMMITTEE MEMBERS

FROM: NEDRA CLAYBORNE RODRIGUEZ, DIRECTOR OF WORKFORCE DEVELOPMENT

THRU: AMY H. CANNON, COUNTY MANAGER 

DATE: NOVEMBER 6, 2018

SUBJECT: CONSIDERATION OF REQUEST TO INCREASE WORKFORCE DEVELOPMENT CONTRACT FOR PROGRAM SERVICES WITH EDUCATIONAL DATA SYSTEMS, INC. (EDSI) AND APPROVAL OF BUDGET ORDINANCE AMENDMENT #190849

Presenter(s): Nedra Clayborne Rodriguez, Director of Workforce Development

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND:

Workforce Development Boards under the Workforce Innovation and Opportunity Act (WIOA) do not provide training services to customers. Therefore, these services are procured through a competitive process. Under that arrangement, the Board of Commissioners awarded the current program service contract to Educational Data Systems, Inc. (EDSI) at its June 18, 2018 meeting.

Since the award of that contract to EDSI, additional funding has been received by Workforce Development. The first award is a National Dislocated Worker Grant (NDWG) for Hurricane Florence in the amount of \$2,244,000. In October the Board of Commissioners amended the budget to recognize these funds; however, the EDSI contract has not been updated to reflect this award.

The second award is \$54,000 in Finish Line Grant Funds (FLG) to assist community college students with emergencies that may prevent them from completing their credentials. The

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Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities

committee is requested to approve a budget ordinance amendment to recognize this award. In addition, the contract with EDSI needs to be amended for the FLG funds.

Finally, the contract with EDSI needs to be increased by \$447,249. WIOA funds are awarded for a two-year period. Funds unspent at the end of the County's fiscal year are considered carryover.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the following items:

- Approve budget ordinance amendment #190849 in the amount of \$54,000 to recognize funding from FLG.
- Increase the training services contract with EDSI for \$2,745,249 to reflect items –
 - NDWG for Hurricane Florence \$2,244,000
 - FLG award \$54,000
 - Carryover WIOA funds \$447,249

ATTACHMENTS:

Copy of EDSI Contract #2019093 Amendment I

Department of Commerce Award Letter FLG

Nedra Rodriguez

From: Zefiretto, Laura A <laura.zefiretto@nccommerce.com>
Sent: Tuesday, October 9, 2018 8:57 AM
To: Nedra Rodriguez
Cc: Giddens, Danny; LIMERICK, AGRETA; Savage, Brenda; gibsonp@faytechcc.edu; German, Berlina Y
Subject: Cumberland County WDB - Fayetteville Technical CC Finish Line Grants Award Letter
Attachments: Cumberland County WDB - Fayetteville Technical CC FL Award Letter_10-9-18.pdf

This email is being sent on behalf of Danny Giddens

Dear Ms. Clayborne Rodriguez:

Please see the attached letter.

Regards,

Laura

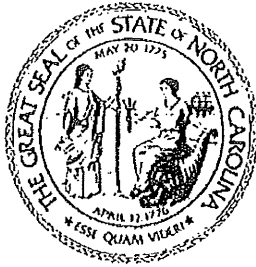
Laura Zefiretto
Administrative Assistant
Planning and Policy Development and
Field Services
Workforce Solutions
North Carolina Department of Commerce

919-814-0306 office
Email laura.zefiretto@nccommerce.com

313 Chapanoke Road, Suite 120
4316 Mail Service Center
Raleigh, NC 27699-4316



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North Carolina Public Records Law and may be disclosed to third parties.*



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

DANIEL L. GIDDENS
Assistant Secretary

TRANSMITTED VIA EMAIL

October 9, 2018

Ms. Nedra Clayborne Rodriguez, Director
Cumberland County Workforce Development Board
410 Ray Avenue
Fayetteville, NC 28301

Dear Ms. Clayborne Rodriguez:

The North Carolina Department of Commerce, Division of Workforce Solutions is pleased to award Cumberland County Workforce Development Board a total of \$54,000 in Finish Line Grants funds for the partnership with Fayetteville Technical Community College. Announced by Governor Roy Cooper in July of 2018, Finish Line Grants funds help community college students who face unforeseen financial emergencies complete their training. A collaboration between North Carolina Community Colleges and local Workforce Development Boards, the Finish Line Grants program helps students, who have completed 75 percent or more of their degree or credential, pay for financial emergencies they may face through no fault of their own.

You will receive a Notice of Funding Availability (NFA) within the next week for \$30,000 as the first funding increment. These will be Program Year 2017 (4050) Statewide Initiative funds and will expire June 30, 2019. Additional funding will be available when the first portion has been expended.

If you have questions concerning this award, please contact Agreta Limerick at agreta.limerick@nccommerce.com or at 919-814-0312.

I look forward to our continued work as we share in the success of this worthwhile initiative.

Sincerely,

A handwritten signature in cursive script that reads "Daniel L. Giddens".

Daniel L. Giddens
Assistant Secretary

cc: Agreta Limerick, Chief of Planning and Policy Development
Brenda Savage, Finish Line Grants Coordinator
Pam Gibson, Dean of Engineering & Applied Technology - Fayetteville Technical Community College

THIS CONTRACT AMENDMENT is entered into by and between County of Cumberland (County), a body politic and political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (hereinafter referred to as "COUNTY") and Educational Data Systems, Inc. (hereinafter referred to as "EDSI").

WITNESSETH THAT:

WHEREAS, the County issued RFP #18-01-WFD, inviting quotes for the provision of the Adult, Dislocated Workers, and Youth Services Program as authorized under Title I of the Workforce Innovation and Opportunity Act Public Law No: 113-128 (herein after referred to as the "Act" or "WIOA"), WIOA DOL ETA 20 CFR, Part 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; and DOE Office of Career, Technical and Adult Education, Rehabilitation Services Administration 34 CFR Parts 361 and 463; Jobs for Veterans Act Public Law 107-288 at 38 USC § 4215; and engaged EDSI to render services in connection with these services, and

WHEREAS, in accordance with the terms of the Contract, the County and EDSI agree to amend the contract to include a revised Attachment A - Statement of Work; and

WHEREAS, the County and EDSI agree to increase the amount to be paid to EDSI by \$2,745,248.00 for a total contract price of \$4,895,248.00,

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 3.a, Time of Performance, is amended to state: "The services of EDSI shall commence on July 1, 2018 and EDSI shall provide such services in such manner and sequence as to ensure their expeditious completion and as may be required in Attachment A, Statement of Work. All services required hereunder shall be completed on or before the end of the contract period December 31, 2019. For the purposes of the statute of limitation, and in recognition of the fact that closeout procedures, audit, audit resolution, and collection of disallowed costs will occur after the contract period, this contract shall not be considered completed until (i) EDSI has submitted its final application for payment, and (ii) final action on any disallowed costs by USDOL has been taken and the time for appeal of disallowed costs has expired.
2. Paragraph 4.a, Compensation and Method of Payment is amended to state: "In the case of activities covered by cost reimbursement provisions, EDSI shall be compensated for the work and services to be performed under this contract by monthly reimbursements based on allowable expenditures actually made, unless otherwise specifically agreed to the contrary. For any activities covered by fixed unit price/performance-based provisions, EDSI shall be compensated based upon the timely delivery of services included in Attachment A, Statement of Work. In no event, however, will the total compensation and reimbursement, if any, to be paid EDSI under this contract exceed the sum of four million eight hundred ninety-five thousand two hundred and forty-eight dollars (\$4,895,248.00) in WIOA and National Dislocated Workers Grant funds as described in Attachment C, "Solicitation (Cumberland County WFB RFP No. 18-01-WFD), EDSI's Proposal" and this amendment to contract signed by Kevin Schnieders. Provided further, EDSI acknowledges that the County and the Cumberland County Workforce Development Board are receiving monies to fund WIOA/DWG activities on behalf of the State of North Carolina and the United States Department of Labor and that the County's obligations to pay any funds is conditional upon receipt of such funds. The County may impose restrictions upon the maintenance of excess cash by the contractor consistent with the restrictions placed upon the County by the State and the United States Treasury Department.

- a. EDSI, using funds available pursuant to this contract, shall be fully responsible for the WIOA Adult,

Dislocated Worker, College-to-Careers, Incumbent Worker Training, and Youth Program services and activities as provided for in the Statement of Work attached hereto as Attachment A and hereby incorporated by reference as is fully set forth herein.

- b. EDSI shall be entitled to an amended "Administrative Fee" calculated by the Determination of Reasonableness of Profit Worksheet, Attachment D. This Administrative Fee shall be paid to EDSI in twelve equal monthly installments."
3. Paragraph 27.a, Contracting Period, is amended to state: "The contracting period shall be as stated in section 3a (Time of Performance). The County shall have the option of extending this contract for an additional one-year term and an additional six-month term. The County shall give EDSI written notice of its intent to renew, including any additional provisions which the County determines necessary to include in this contract for the renewal period, no less than 60 days prior to the expiration of said period. If the County elects to renew, EDSI shall respond within 30 days of said notice with any requests for exceptions or changes to the original contract terms and any additional provisions provided by the County. If there are no exceptions noted, this contract, including said additional provisions, shall be renewed for the additional term."
4. Entire Contract
 - a. This is the entire agreement between the parties and there are no terms or conditions relative to this matter except those specifically set forth herein; time of completion and performance is of the essence in this contract.
 - b. IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to the policies and procedures of their respective governing bodies, as of the day and year first above written.

County of Cumberland

Educational Data Systems, Inc. (EDSI)

Amy Cannon, County Manager

Kevin Schneiders, CEO

Date

Date

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

APPROVED FOR LEGAL
SUFFICIENCY

FINANCE DIRECTOR

COUNTY ATTORNEY'S OFFICE

Assurances and Certifications

General Assurances

1. The CONTRACTOR assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) and all Federal and State regulations pursuant to those acts.
2. The CONTRACTOR, in operating programs funded under WIOA, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in WIOA regulations; that no portion of its WIOA programs will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief; that it will target employment and training services to those most in need in of them.
3. Debarment, Suspension, Ineligibility and Voluntary Exclusion certification is required by all WIOA Title I and Wagner-Peyser grant recipients, [Debarment of Labor 29 CFR part 98].
 - a. The CONTRACTOR assures that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
 - b. The CONTRACTOR assures that neither it nor its principals have not, within the three year period preceding this application, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission on embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - c. The CONTRACTOR assures that neither it nor its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (4) of this section., [Department of Labor 29 CFR part 93].
 - d. The CONTRACTOR assures that neither it nor its principals, within a three year period preceding this application, have not had one or more public transactions terminated for cause or default.
4. The Lobbying Certification is required by all WIOA Title I and Wagner-Peyser grant recipients and sub recipients, [WIOA Section 195].

The CONTRACTOR certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of Congress, or an employee of a Member of Congress, or locally elected officials.
- b. In connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Assurances and Certifications

- c. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, an employee of a Member of Congress, or locally elected officials in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - d. The undersigned shall require that the language of this certification be included in the award for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and provide disclosure accordingly.
- 5. Drug-Free Workplace certification is required by all WIOA Title I and Wagner-Peyser grant recipients and sub-recipients [Department of Labor 29 CFR part 98].
 - a. The undersigned shall publish a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
 - b. The undersigned shall establish an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace.
 - c. The undersigned shall provide each employee with a copy of the Contractor's policy statement.
 - d. The undersigned shall notify the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace.
 - e. The undersigned shall notify the Board within ten (10) days of Contractor's receipt of a notice of a conviction of an employee.
 - f. The undersigned shall take appropriate personnel action against an employee for violating a criminal drug statute or require such employee to participate in drug abuse assistance or a rehabilitation program.
- 6. The CONTRACTOR assures that no funds will be used to assist, promote, or deter union organizing [WIOA Section 181 (b) (7)].
- 7. The CONTRACTOR assures that no funds will be used for sectarian activities [WIOA Section 188 (a) (3)].
- 8. The CONTRACTOR assures that no funds will be used to duplicate services available in the area [WIOA Section 195 (2)].
- 9. The CONTRACTOR assures that participants will not be charged fees for placement or referrals [WIOA Section 195 (5)].

Assurances and Certifications

10. The CONTRACTOR assures that all funds authorized in WIOA Title I and Wagner-Peyser must be expended on only American-made equipment and products, as required by the Buy American Act [41 U.S.C. 8301-8305].

Additional Assurances

1. In administering programs under WIOA, the CONTRACTOR assures and certifies that:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 [P.L. 88-352];
 - b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 [P.L. 91-646] which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs;
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees;
 - d. Any persons connected in any capacity with agency receiving financial assistance who knowingly hires an ineligible individual, embezzles, willfully misapplies, steals or obtains funds by fraud of the moneys, funds, assets, or properties which are the subject of a grant or contract of assistance is subject to a fine or no more than \$10,000 or an imprisonment for not more than two years or both [U.S. Code, Title 18, Sec. 665 (a)]; and
 - e. Special consideration will be given to the needs of disabled veterans, special veterans, and veterans discharged within four years of the date of application. Specific effort should be made to develop appropriate full or part time opportunities for such veterans. Information on job vacancies and training opportunities funded by this grant shall be provided to State and local veterans' employment service representatives.
2. The CONTRACTOR will:
 - a. Comply with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Right Act of 1964, as amended, Section 504 of the Americans with Disabilities Act of 1990, as amended, the Age of Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.
 - b. Not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex, disability, national origin, or political affiliation or belief. The contractor will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of employment/participation without regard to their race, color, age, religion, sex, disability, national origin, political affiliation or belief. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

Assurances and Certifications

employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

- c. In all solicitations or advertisements for employees or participants placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, disability, national origin, political affiliation or belief.
- d. Permit access to any contract-related books, records, and accounts by the contracting agency, the State of North Carolina, and the US Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
- e. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

Kevin B. Schnieders
Printed Name


Signature

CEO
Title

October 19, 2018
Date

EDSI
Organization

ATTACHMENT A EDSI STATEMENT OF WORK

REQUIREMENTS FOR EDUCATIONAL DATA SYSTEMS INC., (EDSI) TO PROVIDE SERVICES IN AN INTEGRATED SERVICE DELIVERY SYSTEM FOR CUMBERLAND COUNTY

INCLUDING:

- ⇒ THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT AND DISLOCATED WORKER PROGRAM
- ⇒ NDWG HURRICANE FLORENCE GRANT
- ⇒ EMPLOYER SERVICES
- ⇒ THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) IN-SCHOOL AND OUT- OF-SCHOOL YOUTH PROGRAMS
- ⇒ OTHER WIOA PROGRAM FUNDING RECEIVED

FOR A PERIOD OF JULY 1, 2018 – DECEMBER 30, 2019.

Scope of Program:

At this time, aside from the extension of the Period of Performance, this statement of work will be reviewed and if necessary revised not later than January 31, 2019.

The contractor Educational Data Systems Inc. (i.e. EDSI) will be a major part of the Cumberland County NCWorks Career Center that serves citizens in the preparation, training, and obtainment of jobs. The contractor will also be part of the team that assists employers in recruiting, screening, and hiring individuals. EDSI will work closely with Division of Workforce Services (DWS) staff, Veteran Services staff, all partner agencies that provide services in the Career Center and/or throughout the community in their respective venues (e.g., Department of Social Services, Division of Vocational Rehabilitation, Fayetteville Technical Community College and Fayetteville State University), members of the Workforce Development Board, Youth Sub-Committee, and other agencies that may become partners of the NCWorks Career Center during the contract period.

EDSI also plans to outreach to the following agencies through Cumberland County to discuss program services and partnership and working relationship development: Fayetteville Urban Ministry, Falcon Children's Home and Family Services, TJ Robinson Life Center, Greater Fayetteville Chamber of Commerce, Department of Corrections, Re-entry Council, Department of Health and Human Services NC LINKS, Fayetteville Adult Literacy and Education Center, Boys & Girls Club of Cumberland County, AMAC/CW – A Model Approach for Change/Child Welfare, Connections of Cumberland, Cumberland County School System, Fort Bragg Soldier for Life Transition Assistance Program and Fayetteville Metropolitan Housing Authority.

EDSI contract staff will participate on each of the functional teams (Welcome, Skills, Employer/Employment, Veterans, and Support) under the direction of the Career Center Manager. EDSI staff, with the approval of the Workforce Development Director, shall ensure all marketing and training materials are up to date

prior to such materials being disseminated to the public. The EDSI Program Manager(s) will meet on a weekly basis with the Career Center Manager, Workforce Director, and partnering agencies to discuss integration and seamless customer service. EDSI staff will participate in meetings with Career Center Staff for training, information-gathering, and implementation of new policies and procedures.

All staff providing customer services will be located at the Cumberland County NCWorks Career Center (410-414 Ray Avenue, Fayetteville, NC) and will provide services in an integrated service delivery model during the office hours identified by the Career Center Manager to be the most convenient for the citizens of Cumberland County. Additional staff-assisted services may be provided at satellite locations as determined by the Director.

NCWorks Online will be the source system used for tracking all activities for the entire Career Center. If it is not in NCWorks Online, then the action and/or activity did not occur and will not be included in any numbers for reporting purposes, to include performance goals. All participants determined to need additional assistance beyond core and staff-assisted core services will have an Individual Employability Plan (IEP)/Individual Service Strategy (ISS) and must be determined eligible according to WIOA Federal Regulations, with applicable supporting documentation. EDSI will ensure that all required documentation is completed and scanned into the customer's NCWorks profile, along with the appropriate case notes prior to approving training services, as well as to expending any awarded funds on participants and are expected to meet or exceed data validation requirements. All participants enrolled beyond basic services will receive follow-up services for one year after exit from the WIOA program. The follow-up services provided will be documented in the case notes as well as the agency forms identified below or an approved EDSI report that captures like information. All EDSI reports must be approved by the Director prior to using. Case notes will be retained on all participants, following the guidelines in NCWorks Online.

It is the expectation of this contract, in conjunction with the Career Center Management contract, DWS staff and partner agencies, to collaborate on the achievement of the Career Center Goals. The top priority for the Career Center and its associated contracts is the placement of customers into unsubsidized employment/placement of which the wage rate meets or exceeds the livable wage rate for living in Cumberland County, North Carolina. A living wage is the approximate income needed to meet a family's basic needs and enables an individual/family to achieve financial independence while maintaining housing and food security. Accountability of meeting Career Center goals will be the equal responsibility of all agencies in the Career Center.

The tables listed below represent the minimum expected performance measures for PY18/FY19 and this contract. These measures are based on the State's negotiated performance goals and the NCWorks Commission goals. The NC Commission expected performance measures are anticipated to be available by September 30, 2018.

Performance Measures

ADULT PROGRAM	NC PY 2017	CC PY 2017	NC PY 2018	CC PY 2018	CC PY 2019
Employment Rate 2nd Quarter After Exit	68%	68%	TBD	70%	71%
Employment Rate 4th Quarter After Exit	70%	70%	TBD	68%	69%

Median Earnings 2nd Quarter After Exit	\$ 4,800	\$ 4,800	TBD	\$4,300	\$4,400
Credential Attainment within 4 Quarters After Exit	47%	47%	TBD	45%	46%
DISLOCATED WORKER PROGRAM					
Employment Rate 2nd Quarter After Exit	81%	81%	TBD	61%	62%
Employment Rate 4th Quarter After Exit	81%	81%	TBD	63%	64%
Median Earnings 2nd Quarter After Exit	\$ 6,700	\$ 6,700	TBD	\$6,700	\$6,800
Credential Attainment within 4 Quarters After Exit	52%	52%	TBD	50%	51%
YOUTH PROGRAM					
	55%	55%	TBD	63%	64%
Employment Rate 4th Quarter After Exit	58%	58%	TBD	66%	67%
Median Earnings 2nd Quarter After Exit	N/A	N/A	TBD	N/A	N/A
Credential Attainment within 4 Quarters After Exit	59%	59%	TBD	57%	58%

NCWORKS COMMISSION GOALS

Outreach & Engagement #1: Provide staff-assisted services to a percentage of the labor force that is equal to or larger than the annual unemployment rate for the local workforce development board (WDB) area*

Outreach & Engagement #2: Provide a staff-assisted service to at least 5% of all private businesses in the county(ies) served by the local WDB

Outreach & Engagement #3: At least 10% of all private businesses receiving staff-assisted services will be new customers

Outreach & Engagement #4: At least 25% of all private businesses receiving staff-assisted services will be small businesses (<100 employees)

Skills Gap #1: Provide training** services to at least 5% of adult participants*

Skills Gap #2: Enroll at least 25% of youth served in the WIOA Youth Program in a work-based learning activity

**Includes Adults, Dislocated Workers, and Title III participants

*Classroom, On-the-Job, and/or standardized training

YOUTH AND YOUNG ADULT PROGRAM CONTRACT PERFORMANCE GOALS	PY 2018 / FY2019 Minimum Enrollments	PY2018/FY2019 Minimum Monthly Enrollments
New Enrollments	156	13
Follow Up Status	83	N/A
OSY Served	191	N/A
ISY Served	45	N/A
Placement in work experience/work-based training	70	6

Placement in unsubsidized employment (OSY only)	105	9
Education or skills attainment	139	12
Median earnings for one quarter (OSY only)	\$2,800.00	N/A
In-Program skills gain	65%	N/A

ADULT AND DISLOCATED WORKER PROGRAM CONTRACT PERFORMANCE GOALS	PY 2018 / FY2019 Minimum Enrollments	PY2018/FY2019 Minimum Monthly Enrollments
New Enrollments	317	27
Follow Up Status	155	N/A
Adults Served	158	N/A
Dislocated Workers Served	314	N/A
Education Attainment	197	17
Successful Completion of Classroom Training	80%	N/A
Placement in Work based Learning	195	17
Placement in Unsubsidized Employment	50%	N/A
Median earnings for one quarter Dislocated Worker	\$6,700.00	N/A
Median earnings for one quarter Adult	\$4,800.00	N/A
Job Retention	70%	N/A

Board Approved Sponsorships listed below represent the board approved projects identified to occur during July 2018 through June 2019. Additional projects determined throughout the period of performance will be discussed with EDSI as needed.

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE (FTCC) PERFORMANCE MEASURES	PY 2018 / FY2019 Minimum Enrollments	Per Participant Costs	Total FY2019 Costs
Logistics	120	\$458.00	\$54,960.00
Telcommunication	40	\$180.00	\$7,200.00
EMT – Basic	120	\$274.00	\$32,880.00
CompTIA A+, Network+, Security+	80	\$913.00	\$73,040.00
Solar Ready Vets	60	\$370.00	\$22,200.00
Barton Marlow	31	\$188.00	\$5,828.00
Barton Marlow (Work Experiences)	31	Up to \$16 per hour	TBD

OTHER WORKFORCE DEVELOPMENT PROJECTS FOR PY 2018-19	
ISG	Funding up to \$280,000 to support this initiative
H4 Pathways to Success / IET	Funding up to \$350,000 to support this initiative
Youth Leadership Fayetteville	Target of 10 Youth Enrollments
ICON	Target of 75 Youth Enrollments
ADOPT-A-STREET	Target of 12 times per year
FOSTER CARE SYSTEM	Setup Referral System for Youth/Adult Enrollments
PATHWAYS 4 PROSPERITY	Setup Referral System for Youth/Adult Enrollments

TOASTMASTER INTERNATIONAL - YOUTH AND ADULT	Target of 5 Referrals a Month (Adults, Dislocated Workers and Youth)
ACT WORKKEYS @ ADMINISTRATOR	Will have at minimum one staff person trained
STREET OUTREACH	Setup Referral System for Youth/Adult Enrollments
CULTURAL ENRICHMENT	Incorporate into Youth/Adult Program Design
OPIOID CRISIS	Incorporate into Youth/Adult Program Design
OFFENDERS AND RECIDIVISM AVOIDANCE	Incorporate into Youth/Adult Program Design

Definition of Training

Training is any activity that leads to a certificate of completion, a certification, or a college degree, that results in maximizing participants' chances for obtaining full-time employment. This training may occur within the Career Center, on NCWorks Online, or by attending coursework with one of the eligible training providers. When Individual Training Accounts (ITAs) are issued, the ITA policy must be followed. Any exceptions to the cap on funds must be approved in writing, in advance, by the Workforce Development Board Director.

EDSI will be responsible for managing funds received for this contract to ensure that continuous level of service can be provided to the citizens of Cumberland County for the entire length of this contract. If additional funds are needed, EDSI shall inform the Workforce Development Board Director two months prior to when the actual obligation will occur. Never should EDSI in any situation incur or provide an approval of an obligation without funding being available.

In addition, EDSI will work closely with the Workforce Development Board's Youth sub-committee to develop a strategic plan for serving youth in Cumberland County and tracking separately the in-school and out-of-school youth enrollment, training, and other services provided. EDSI will ensure that at least 75% of the approved Youth budget will be expended on Out-of-School Youth services.

Reporting Requirements and Responsibilities to the Workforce Development Board

Performance data must be provided to the Workforce Development Board on a monthly basis, and must include the number of enrollments, number receiving training, and the common performance measures. To assist in achieving the career center and program goals, the forms contained in this statement of work or that are Director approved will be used to track all program activities. These forms must be completed by each EDSI employee and shall be submitted to the Program Coordinator no later than the tenth of each month.

In addition, financial and ad-hoc reports may be requested. These reports shall include cumulative

numbers as well as activities since the last report. The financial reporting requirements must reflect actual invoices, plus a separate report on accruals and obligations. A representative must attend each of the bi-monthly Workforce Development Board meetings, Youth Council meetings and special called meetings, as announced by the Workforce Development Board Chair, to present written reports and answer questions from Board members.

Monitoring

The files and staff shall be available to the Workforce Development Board's Support staff and to the State staff for monitoring reviews. EDSI will have 10 work days from the receipt of any monitoring report or request for additional information to provide a response or a written corrective action plan. The monitoring will include file reviews, performance reviews and measures of customer satisfaction, including mystery shopping by an independent entity.

Coordination with Other Agencies

EDSI, in coordination with the Career Center Manager, will work with other local and state agencies to create a cross-referrals system to enhance services. EDSI will make presentations to community groups and agencies, such as Vocational Rehabilitation and the Department of Social Services, to further the understanding of each partner's capabilities and roles. Cross-referrals and presentations to community groups and other partnering agencies will be tracked and reported to the Workforce Development Board.

EDSI will make staff professional development training available to all Career Center staff. EDSI will be required to attend training and professional development conducted by the Board Support Staff and Career Center Manager.

Work-Based Training

EDSI will provide opportunities for training in the workplace, including job shadowing, career exploration, paid work experience, and On-the-Job Training. These activities will be governed by the Cumberland County Workforce Development Board Policies and policies/ guidelines issued by the North Carolina Division of Workforce Solutions.

Additional Requirements for EDSI

EDSI will submit timely invoices by the close of business on the tenth working day of the month following the month that services are invoiced. These invoices shall be complete and accurate. EDSI will provide a full job description for each staff person and how that position participates with the Integrated Services' Team. EDSI is expected to actively participate in two innovative service approaches:

- (1) Combined approach to serving Out-of-School Young Adults. The age requirements for Adult and Out-of-School Young Adult overlap for the ages of 18-24. EDSI Welcome Team Manager will work with the Career Center Manager and the Workforce Development Board Director to devise a plan to identify potential youth participants during the welcome and intake process and whether individuals between the ages of 18-24 will be

served as an adult or youth.

(2) Sector Strategies/Certified Career Pathways: WIOA provides that class-size training may be used instead of ITAs if the Board determines that entire classes should be funded for specific industries and/or sectors. If the Board identifies a class-size strategy or a Certified Career Pathway, EDSI, as part of the ISD team, is expected to provide all intake services, orientation, placement, and follow-up services to these class-size groups. Each WIOA eligible student placed in class-size training will count toward EDSI's training and ITA goals.

EDSI is required to submit written nominations for outstanding participants, employers, and partners for recognition and submission to the annual State Workforce Conference and related events. A minimum of at least four submissions is required for each participant category:

- o Younger Youth (14 – 17 years of age)
- o Young Adult (18 – 25 years of age)
- o Adult
- o Dislocated Worker
- o Employer
- o Innovative Partnership
- o Workforce Development Professional

EDSI will assist with the development of up to two grant applications per contract year in pursuit of additional funding.

Youth Program Case Load Details Over Program Year 2018																			
Instructions: Enter the total numbers for each month for your caseload below.																			
	PY17 Active Carryover																		
		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total					
		ISY	OSY	ISY	OSY	ISY	OSY	ISY	OSY	ISY	OSY	ISY	OSY	ISY	OSY	ISY	OSY	ISY	OSY
Carryover Participants (active)														0		0			
New Enrollments														0		0			
Entered Occupational Skills Training														0		0			
Completed Occupational Skills Trng														0		0			
Entered Work Experience														0		0			
Completed Work Experience														0		0			
Total Exits		0	0	0	0	0	0	0	0	0	0	0	0	0		0			
Exited to employment														0		0			
Exited to training														0		0			
Exited to post-secondary														0		0			
Exited to military														0		0			
Exited due to loss of contact/dropped														0		0			
Other														0		0			
Obtained High School Equivalency														0		0			
Obtained High School diploma														0		0			
Continued onto post-secondary education														0		0			
Obtained a degree/credential														0		0			
Number of job shadowing experiences														0		0			
Number of Pre-Apprenticeship/Apprenticeships														0		0			
Number of workplace tours														0		0			
Number of college tours/post-secondary exposure														0		0			
Number of OJT participants														0		0			
Entered unsubsidized employment		0	0	0	0	0	0	0	0	0	0	0	0	0		0			
Part Time														0		0			
Full Time														0		0			
														Current Active Participants					
														0					

REQUIRED FORM INFORMATION:

AD, DW, HDWG, & SPNEG Program Case Load Details

Over Program Year 2018, con't

Instructions: Enter the total numbers for each month for your case load below.

	Jan-19				Feb-19				Mar-19				Apr-19				May-19				Jun-19				Total			
	A	DW	HDWG	SPNEG	A	DW	HDWG	SPNEG	A	DW	HDWG	SPNEG	A	DW	HDWG	SPNEG	A	DW	HDWG	SPNEG	A	DW	HDWG	SPNEG	A	DW	HDWG	SPNEG
Carryover Participants (active)																									0	0	0	0
New Enrollments																									0	0	0	0
Entered Occupational Skills Training																									0	0	0	0
Completed Occupational Skills Training																									0	0	0	0
Entered Work Experience																									0	0	0	0
Completed Work Experience																									0	0	0	0
Entered On-the-Job Training																									0	0	0	0
Completed On-the-Job Training																									0	0	0	0
Total Exits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exited to employment																									0	0	0	0
Exited to training																									0	0	0	0
Exited to post-secondary																									0	0	0	0
Exited to military																									0	0	0	0
Exited due to loss of contact/dropped																									0	0	0	0
Other																									0	0	0	0
Obtained a degree/credential																									0	0	0	0
Entered unsubsidized employment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Part Time																									0	0	0	0
Full Time																									0	0	0	0
Current Active Participants																									0	0	0	0

PY18 Occupational Skills Training Activities									
As of:									
Instructions: Enter all participants in OST activities under your case load for the program year. Leave the End Date, Completion Status, and Credentials columns blank until the participant completes training. DO NOT Delete rows for participants that complete or end training during the program year. Data should include all participants in active activities and those who complete/end training during the program year.									
Last Name	First Name	State ID	Funding Source	Career Advis	Training Actual Begin Date	Training Actual End Date	Course of Study & Type of Credential	Completion Status	Credential Received

PY18 Exited Participants & Follow Up											
As of:											
Instructions: Enter all exit and follow up information for all participants under your case load during the program year.											
Participant Information					Exit Information						
Last Name	First Name	State ID	Funding Source	Career Advis	Last VIOA Service	Soft Exit Date	Measurable Skills Gain Entered	Type of Training Received	Credentials Received	Entered Employment	Training Related Employment
1											
2											
3											
4											
5											

PY18 Exited Participants & Follow Up												
As of:												
Instructions: Enter all exit and follow up information for all participants under your case load during the program year.												
Participant Information					Exit Information, cont							
Last Name	First Name	State ID	Funding Source	Career Advis	Employer	Hire Date	Salary	Position/Job Title	Temporary or Permanent	Part Time or Full Time		
Completed Occupational Skills Training												
Entered On-the-Job Training												
Completed On-the-Job Training												
Total Exits					0	0	0	0	0	0	0	0
Exited to employment												
Exited to training												
Exited to post-secondary												
Exited to military												
Exited due to loss of contact/dropped												
Other												
Obtained a degree/credential												
Entered unsubsidized employment					0	0	0	0	0	0	0	0
Part Time												
Full Time												

PY18 Exited Participants & Follow Up												
As of:												

Participant Information						Follow Up Information						
	Last Name	First Name	State ID	Funding Source	Career Advisor	Date that Q1 follow up was completed	Date that Q2 follow up was completed	Q2 Employment Status	Date that Q3 follow up was completed	Date that Q4 follow up was completed	Q4 Employment Status	Notes
1												
2												
3												
4												
5												
6												
7												
8												

INTEGRATED SERVICE DELIVERY TEAM AND DUTIES

Integrated Service Delivery Team roles and responsibilities are subject to change at the discretion of the Workforce Development Director and Career Center Management.

WELCOME TEAM

1. EDSI Youth Program Manager – Lead – Laura Haygood
2. DWS Career Advisor – Ann Zell
3. DWS Career Advisor – Rachelle Young
4. EDSI Welcome Center Career Advisor – Felicia Crawford
5. EDSI Welcome Center Career Advisor – Elizabeth Payne
6. EDSI Welcome Center Career Advisor – Gerald Peterson
7. EDSI Welcome Center Career Advisor – Jarrell Wilson
8. FTCC – Dr. Mohamed
9. To be added – receptionist

ASSIGNED DUTIES

Career assessment	Orientation
Career Resource Center	Resume support and development
Coaching and counseling	Schedule appointment with Skills Team
Customer service	Self-directed/computer-based workshops
Document review – physical & in NCWorks	Training seminars
Eligibility	Using social media & technology to find employment
Follow-up	Wagner Poyser
Group counseling and planning	WIOA Application
Job finding and job readiness group workshops	WorkKeys for CRC
Military to civilian resumes	
Other duties as assigned	

SKILLS TEAM

1. EDSI AD/DW Program Manager – Lead – Kisha Patton
2. Jackie Elliott – FOI Lead
3. Linda Gibson
4. Sharon Mitchell

5. Alphonso Blyden
6. EDSI Career Advisor -- Alice Williams
7. EDSI Career Advisor -- Robin Cousins
8. EDSI Career Advisor -- Janice Anderson
9. EDSI Career Advisor -- Youth -- Crystal Boston
10. EDSI Career Advisor -- Youth -- Taylor Sluss
11. EDSI Career Advisor -- Youth -- TBI
12. EDSI Career Advisor -- Veterans -- Kimberly Morris
13. EDSI High School Equivalency Instructor -- Paul Smith

ASSIGNED DUTIES

Coaching and counseling
Follow-up
IEP/ISS
Industry-recognized credentials
Job matching support

Occupational training (ITAs)
Other duties as assigned
Post-secondary attainment
RESEA/EAI
Skill advancement for employment group workshops

EMPLOYER/EMPLOYMENT

1. Board Support Business Services Representative -- Lead
2. EDSI Business Services Representative -- AD/DW -- Rhonda Ferotti (Starts 7/30)
3. EDSI Business Services Representative -- Youth -- Portia Grady
4. EDSI C2C Coordinator -- Michael Bailey (Starts 7/10)
5. DWS Career Advisor -- Tanya Morse
6. DWS Career Advisor -- Jacque Edison
7. LVER/Veteran Supervisor -- Jacky Yi

ASSIGNED DUTIES

Apprenticeship
Certified Career Pathways -- minimum of 2 additional for FY2019
Connection to business resources
Customized Training
Employer Questionnaire
Employer Relations
Employment assistance
Hiring events
HRD for Employers
Incumbent Worker Training
Industry roundtable meetings/presentations/workshops
Interview days
Job clubs and professional networking groups
Job Fairs/recruitment events
Job Orders
Job profiling

Job retention
Job Task Analysis
Labor Market Information
Maximize Carolina
Meeting facilities for conducting interviews
Networking events
Next Generation Sector Partnership
OJT
Other duties as assigned
P4P
Partner Relations
Pre-employment training
Rapid Response for Dislocated Workers
Recruitment and prescreening
Reduced turnover & costs associated w/ hiring
Reengagement of businesses for Work Ready Community
Support in filling open positions (talent pool)

Using social media and technology to find
employment

Volunteer opportunities
Work based Learning – Work experience/internships

VETERAN SERVICES TEAM

1. Dwight Butler - DVOP
2. Cedric Coleman - DVOP
3. Gregory Jones – DVOP
4. Jack Singletary - DVOP
5. Vacant - DVOP

SUPPORT TEAM

1. Christy Didion -- Career Center Manager
2. Greg Wade -- Career Center Assistant Manager
3. Marsha Horne – DWS Assistant Manager
4. Amy Karpinski – Center Executive Coordinator
5. EDSI Performance Analyst – Aaron Payne, reviews all enrollments and Title I ITA

Educational Data Systems, Inc. (EDSI)


Kevin Schneiders, CEO

July 1, 2018

Date

DETERMINATION OF REASONABLENESS OF PROFIT

Assign an overall rating of low, medium, or high to each criterion, after analyzing each of the elements.

- A **Low** rating indicates a low level of effort; low profit justified.
- A **Medium** rating indicates an ordinary effort, *e.g.*, a standard curriculum, some assistance in program delivery, etc.; medium level of profit justified.
- A **High** rating indicates an extraordinary level of effort will be needed for program delivery, *e.g.*, innovative program, strong service to groups with barriers, etc.; high profit justified.

OFFEROR EDSI Overall Rating High
Rating completed by: Nedra Clayborne Rodriguez Date: October 19, 2018

1. Complexity of Work Low Medium High ✓

Will the offeror be responsible for the full range of services for program participants, *i.e.*, recruitment, certification, assessment, case management, training, placement, follow-up through retention?

Yes ✓ No Somewhat

Will the offeror provide multiple training through several components, *i.e.*, basic skills, pre-employment skills, vocational skills, work-based training, job search?

Yes ✓ No Somewhat

Will the training be in higher skills, and will the offeror be required to serve a high number of individuals with multiple barriers?

Yes ✓ No Somewhat

Will the offeror be expected to achieve a high level of coordination in providing training or services?

Yes ✓ No Somewhat

Will the offeror be required to have an accounting system capability to make direct participant payments or reimburse employers directly?

Yes ☒ No ☐ Somewhat ☐

2. Contract Risk Low ☐ Medium ☐ High ☒

Will the offeror be reimbursed for all expenses incurred in program delivery?

Yes ☐ No ☒ Somewhat ☐

Is the program design new and/or innovative?

Yes ☒ No ☐ Somewhat ☐

Will the offeror be required to achieve multiple program outcomes?

Yes ☒ No ☐ Somewhat ☐

Is a high level of service required to hard to serve groups?

Yes ☒ No ☐ Somewhat ☐

Are placement and retention goals high?

Yes ☒ No ☐ Somewhat ☐

3. Contractor Investment Low ☐ Medium ☒ High ☐

Was the offeror required to develop an innovative, complex program design?

Yes ☒ No ☐ Somewhat ☐

Will the offeror be responsible for managing services at multiple sites?

Yes ☒ No ☐ Somewhat ☐

Will the complexity of the program require complex accounting and participant recordkeeping?

Yes ☒ No ☐ Somewhat ☐

Will costs be reimbursed on a regular basis, or payments for performance made intermittently?

Yes ☒ No ☐ Somewhat ☐

4. Subcontracting Low ☒ Medium ☐ High ☐

Will the offeror rely on subcontracts for program delivery?

Yes ☐ No ☐ Somewhat ☒

Could the level of subcontracting impact negatively the offeror's performance, *i.e.*:

- If OJT or customized training, the employer commits to hire prior to subcontracting; therefore, any negative impact would more likely be related to the offeror's inability to counsel and motivate the participant.
- If other types of training are subcontracted, with the offeror responsible for placement, poor training could negatively impact the offeror's ability to place the participant.
- If only support services are contracted, they would bear no impact on performance.

Yes ☐ No ☐ Somewhat ☒

5. Past Performance Low ☐ Medium ☐ High ☒

Past performance should be rated in terms of rewarding high performance with higher profit.

Give a **High** rating if in the previous year the offeror achieved all performance goals at a level of 90% - 100%.

Give a **Medium** rating if in the previous year the offeror achieved all performance goals at a level of 80% - 89%.

Give a **Low** rating if in the previous program year the offeror achieved only 70% - 79% of its performance goals.

If in the previous program year the offeror achieved less than 70% of its performance goals, its past performance should be considered unsatisfactory and negative consideration given to this criterion in determining reasonableness of profit/program income.

If the offeror did not have a contract in the previous program year, the lack of rating for this criterion should not negatively impact the determination of reasonable profit.

6. Industry Profit Rates

Profit rates within the industry vary within For-Profit entities based on their respective business strategy. Other large For-Profit entities have a diverse range of services, some including International Workforce Development Contracts. Most of EDSI's competitors have a profit ranging from 6% to 12%. EDSI specializes in Workforce Development only, and as a result brings significantly greater expertise.

7. Market Conditions

As the unemployment rates improve, the population to be served continues to be more complex. Additionally, employers are struggling to fill positions either vacated by an aging workforce, a skills gap, growth or a combination of many factors, making it difficult for contractors to provide the appropriate workforce solution. Funding continues

After a consideration of the aforementioned criteria, the rating schedule below will be used to determine a reasonable level of profit.

- LOW Rating: A profit equal to 3% - 5% of proposed operating costs is considered reasonable.
- MEDIUM Rating: A profit equal to 6% - 8% of proposed operating costs is considered reasonable.
- HIGH Rating: A profit equal to 9% - 12% of proposed operating costs is considered reasonable.

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 5.

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

THRU: AMY CANNON, COUNTY MANAGER *AK*

DATE: NOVEMBER 26, 2018

SUBJECT: CONSIDERATION OF REVISED MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY ACT OF 2017 RELATED TO HURRICANE MATTHEW WITH THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT BUDGET ORDINANCE AMENDMENT #191048

Requested by: Amy H. Cannon, County Manager

Presenter(s): Tracy Jackson, Asst. County Manager

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND:

Attached you will find a revised Memorandum of Agreement (MOA) for Disaster Recovery Act Of 2017 (DRA-17) and potential State Acquisition Relocation Fund (SARF) program projects (SARF program guidance and sub-grantee application are attached). Funding in the amount of \$1,903,500 which includes: \$1,782,500 for ten (10) DRA-17 Mitigation acquisitions and \$121,000 for two (2) SARF Hazard Mitigation Grant Program (HMGP) acquisitions. The agreement used to grant these funds is the same agreement used for DRA-17 Housing and Mitigation because they are funded from the same legislation.

The SARF provides gap funds for HMA acquisitions of homes in the 100-year floodplain to provide additional incentive for a homeowner to move out of the floodplain, where a similar home outside the floodplain may be more expensive. This funding will be provided as a grant to the homebuyer at the time of purchase. There is an application for the SARF funds that NCEM is requesting the County complete and return even though the State has already determined the amount of funding to provide based on the County's approved HMGP project.

The maximum available benefit per homeowner is \$50,000 plus up to \$5,000 for moving expenses. Additionally, 10% is awarded to the County, as the subgrantee, to administer the funds including hiring of housing counselors to help locate suitable housing for the displaced disaster survivor. There is one complicating factor to the SARF funding, the legislation that makes some of the funding available requires it to be used only for Low-to-Medium Income (LMI) households. The County will have to conduct income verification on all acquisition projects so that funds can be committed appropriately.

RECOMMENDATION/PROPOSED ACTION:

Staff requests the Finance Committee approve this item to move forward for consideration by the full Board of Commissioners as a Consent Agenda item at its regular meeting on December 17, 2018 with these specific actions being requested:

- 1) Approval of the revised MOA and signature by the Chairman of the Board of Commissioners
- 2) Approval of Budget Ordinance Amendment # 191048 in the amount of \$1,903,500
- 3) Approval to complete the application for the SARF program and authorization for the County Manager to sign the application once it has been determined how many applicants are eligible for the SARF program

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

CUMBERLAND COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA#DRA5369-011

Tax ID/EIN#: 56-6001222

MOA Amount: 1,903,500

DUNS #:098235539

MOA Performance Period of Performance: December 1, 2018-December 31, 2023

This Memorandum of Agreement ("MOA") is made this ____ day of _____, 2018, by and between Cumberland County ("County"), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM"). This MOA supersedes and replaces any prior agreement between the parties relating to funding provided by the Disaster Recovery Act of 2016 (S.L. 2016-214), 2017 (S.L. 2017-119), 2018 (S.L. 2018-5).

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including Cumberland County with record breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities;

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the County were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the "storm survivors");

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-214) requiring the NCEM to develop, implement and fund disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew and Tropical Storms Julia and Hermine;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119), which allows NCEM to provide housing and other support funding to storm victims;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2018 (S.L. 2018-5), which allows NCEM to provide housing and other support funding to storm victims; and

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(3), and subject to the terms and conditions of this MOA, NCEM will provide a grant to the County for the purpose of providing individual assistance to eligible storm survivors.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the County agree as follows:

I. SCOPE OF SERVICES: Pursuant to the Disaster Recovery Act of 2016 (S.L. 2016-214), 2017 (S.L. 2017-119), 2018 (S.L. 2018-5) funds provided by this MOA may be used by the County for the following housing-related activities:

- a) Repair of owner-occupied low- to moderate-income housing not covered by Community Development Block Grant Disaster Recovery Program funding to include:
 - 1) Rehabilitation for homes including mobile homes with damages totaling less than 51% of its pre-disaster market or tax value,
 - 2) Reconstruction or mitigation-acquisition for homes with damages totaling 51% or more of pre-disaster market or tax value,
 - 3) Reimbursement to homeowners for out-of-pocket expenses to clean and repair (not upgrade) their homes following the disaster but prior to implementation of the Homeowner Recovery Program (these costs are only reimbursable if expended within two years of the disaster incident (October 8, 2018)),
 - 4) Replacement of mobile homes with damages totaling \$37,500 or more than 51% of pre-disaster market or tax value.
- b) Repair of low- to moderate-income rental housing not covered by Community Development Block Grant Disaster Recovery Program funding.
- c) Housing elevation, acquisition, and mitigation reconstruction for homes not covered by the Hazard Mitigation Grant Program.
- d) State Acquisition Relocation funds, which enable homeowners to purchase homes outside the floodplain.
- e) Flood insurance subsidies.
- f) Temporary housing and/ or rental assistance for storm victims.

For the purposes of this Agreement, low- to moderate-income housing includes one-unit structures occupied by a low- to moderate-income household, and multi-unit structures where at least 50% of the units are occupied by low- to moderate-income households. A low- to moderate-income household is a household whose family income, based on the

number of people in the house, exceeds the minimum limits described in the Income Eligibility Table below, but which does not exceed \$84,260 per year. For the purposes of the DRA 2017 and DRA 2018 State Acquisition Relocation funds only, low- to moderate-income homeowners include households whose family income, based on the number of people in the house, does not exceed \$84,260 per year.

STATE DISASTER RECOVERY ACT ELIGIBILITY CRITERIA

DRA Provision	Property Eligibility Criteria	Family Income Eligibility Criteria
1. For repair of <u>owner-occupied</u> low- to moderate-income housing not covered by CDBG-DR Program funding.	Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is w/in the 100-year flood damage plain and has repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation.	a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits as noted in the Income Eligibility Table below
2. For repair of low to moderate-income <u>rental housing</u> not covered by CDBG-DR Program funding.	Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is within the 100-year flood plain having repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. At least 50% of the units must be occupied by low-to moderate-income tenant households.	a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits for 50% of the residents as noted in Income Eligibility Table below.
3. To be used for housing elevation, acquisition, and mitigation reconstruction for homes not covered by HMGP.	<u>Elevation Criteria (Single Family):</u> Homes (including mobile homes) must be feasible to elevate and considered decent, safe, and sanitary prior to elevation. DRA Repair and Rehabilitation funds may be used to make the home ready for elevation. Home must be located within the 100-year flood hazard area and be elevated to 2 feet above BFE.	a. FEMA, NCEM, or County denial letter for HMGP. b. Documentation that the homeowner missed the FEMA HMGP application deadline. c. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies. d. The maximum fair market appraised value of homes

	<p><u>Acquisition Criteria (Single Family):</u> Any buyout home must be located in a flood-prone area, and/or the relocation of the structure would minimize flood risks or support storm water mitigation, and/or repair of the existing home—as compared to a buyout—is not cost-effective. Upon acquisition, the property must be deed-restricted in accordance with Section II(k) below.</p> <p><u>Reconstruction Criteria (Single Family):</u> Damages to owner-occupied single-family homes which total 51% or more of the home’s pre-disaster market or tax value. Before reconstruction is approved, the County or NCEM must document why reconstruction is the optimal option that will support long-term resiliency for the applicant or the local community. The owner must also approve a deed restriction that the owner or their immediate family will occupy the reconstructed property for a minimum of three years or until the homeowner’s death, whichever occurs first. The deed restriction may be released only if the selling homeowner agrees to pay NCEM the difference between the property’s pre-disaster market value and the sale price of the property at the time of sale, or if either NCEM or the County Manager agrees in writing to release the restriction for extraordinary hardship. Reconstruction grants may not exceed \$170,000.</p> <p><u>Repair Criteria (Single Family):</u> Damages to owner-occupied single-</p>	<p>considered for acquisition shall not exceed \$276,000 household and property.</p>
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	<p>family homes. Repair grants may not exceed \$85,000.</p> <p><u>Reimbursement Criteria (Single Family):</u> Out-of-pocket expenses incurred within three years of October 8, 2016, to clean and repair their homes prior to applying to the Homeowner Recovery Program. Must have receipts that are verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations. Reimbursement grants may not exceed \$30,000.</p> <p><u>Reimbursement Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Reimbursement grants may not exceed \$30,000.</p> <p><u>Repair Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Through inspection it must be determined that after repairs, the home must be decent, safe, and sanitary. Repair grants may not exceed \$37,500.</p> <p><u>Replacement (Mobile Home):</u> Damages must be 51% or more of the pre-disaster market or tax value. Home will be replaced and elevated to two feet above Base Flood Elevations (BFE) to provide a safer and more sustainable solution.</p>	
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	<p>For the purposes of this Agreement, the definition of “housing mitigation reconstruction” includes housing repairs that would not exceed \$85,000 per home, reimbursements with receipts that would not exceed \$30,000, and home replacement costs that would not exceed \$127 per square foot for a single-family home. For manufactured homes, repairs shall not exceed \$37,500, and replacement costs shall not exceed \$65,000 for a single-wide unit and \$90,000 for a double-wide unit.</p> <p>Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.</p>	
<p>4. To provide State Acquisition Relocation funds, which enable homeowners to purchase homes outside the special flood hazard area.</p>	<p>Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs.</p> <p>The replacement home must be located within the jurisdiction of the Disaster Recovery Grantee unless the Grantee provides an exception.</p> <p>The replacement home must be considered decent, safe, and sanitary.</p>	<p>a. DRA 17 and 18 funding streams may only be used for low to moderate income homeowners.</p>

Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.

DRA Policy for Upper and Lower Limits for Eligibility			
County	Persons in Family (95% of Low Income Limits) for FY 2016 HUD Income Limits		Family Maximum Annual Income - Not to Exceed Amount
	1	2 or greater	
* All income levels are based on 2016 GROSS annual income			
Alamance	\$ 28,263	\$ 32,300	\$ 84,260
Anson	\$ 25,745	\$ 29,403	\$ 84,260
Beaufort	\$ 27,075	\$ 30,970	\$ 84,260
Bertie	\$ 25,745	\$ 29,403	\$ 84,260
Bladen	\$ 25,745	\$ 29,403	\$ 84,260
Brunswick	\$ 31,920	\$ 36,480	\$ 84,260
Camden	\$ 38,238	\$ 43,700	\$ 84,260
Carteret	\$ 31,208	\$ 35,673	\$ 84,260
Caswell	\$ 25,840	\$ 29,498	\$ 84,260
Chatham	\$ 37,620	\$ 42,988	\$ 84,260
Chowan	\$ 25,745	\$ 29,403	\$ 84,260
Columbus	\$ 25,745	\$ 29,403	\$ 84,260
Craven	\$ 30,258	\$ 34,580	\$ 84,260
Cumberland	\$ 27,788	\$ 31,730	\$ 84,260
Currituck	\$ 37,525	\$ 42,893	\$ 84,260
Dare	\$ 35,483	\$ 40,565	\$ 84,260
Davidson	\$ 27,835	\$ 31,825	\$ 84,260
Davie	\$ 31,160	\$ 35,578	\$ 84,260
Duplin	\$ 25,745	\$ 29,403	\$ 84,260
Durham	\$ 37,620	\$ 42,988	\$ 84,260
Edgecombe	\$ 26,505	\$ 30,305	\$ 84,260
Forsyth	\$ 31,160	\$ 35,578	\$ 84,260
Franklin	\$ 40,803	\$ 46,598	\$ 84,260
Gates	\$ 31,303	\$ 35,768	\$ 84,260
Granville	\$ 29,973	\$ 34,248	\$ 84,260
Greene	\$ 27,740	\$ 31,730	\$ 84,260
Guilford	\$ 30,163	\$ 34,485	\$ 84,260
Halifax	\$ 25,745	\$ 29,403	\$ 84,260
Harnett	\$ 29,355	\$ 33,535	\$ 84,260
Hertford	\$ 25,745	\$ 29,403	\$ 84,260
Hoke	\$ 29,260	\$ 33,440	\$ 84,260
Hyde	\$ 25,745	\$ 29,403	\$ 84,260
Johnston	\$ 40,803	\$ 46,598	\$ 84,260
Jones	\$ 26,790	\$ 30,590	\$ 84,260
Lee	\$ 30,353	\$ 34,675	\$ 84,260
Lenoir	\$ 25,745	\$ 29,403	\$ 84,260

DRA Policy for Upper and Lower Limits for Eligibility			
County	Persons in Family (95% of Low Income Limits) for FY 2016 HUD Income Limits		Family Maximum Annual Income - Not to Exceed Amount
	1	2 or greater	
* All income levels are based on 2016 GROSS annual income			
Martin	\$ 25,745	\$ 29,403	\$ 84,260
Montgomery	\$ 25,745	\$ 29,403	\$ 84,260
Moore	\$ 32,395	\$ 37,003	\$ 84,260
Nash	\$ 26,505	\$ 30,305	\$ 84,260
New Hanove	\$ 34,675	\$ 39,615	\$ 84,260
Northampton	\$ 25,745	\$ 29,403	\$ 84,260
Onslow	\$ 27,265	\$ 31,160	\$ 84,260
Orange	\$ 37,620	\$ 42,988	\$ 84,260
Pamlico	\$ 29,878	\$ 34,153	\$ 84,260
Pasquotank	\$ 30,353	\$ 34,675	\$ 84,260
Pender	\$ 29,403	\$ 33,583	\$ 84,260
Perquimans	\$ 27,930	\$ 31,920	\$ 84,260
Person	\$ 27,408	\$ 31,350	\$ 84,260
Pitt	\$ 29,593	\$ 33,820	\$ 84,260
Randolph	\$ 30,163	\$ 34,485	\$ 84,260
Richmond	\$ 25,745	\$ 29,403	\$ 84,260
Robeson	\$ 25,745	\$ 29,403	\$ 84,260
Robeson	\$ 25,745	\$ 29,403	\$ 84,260
Rockingham	\$ 27,835	\$ 31,825	\$ 84,260
Sampson	\$ 25,745	\$ 29,403	\$ 84,260
Scotland	\$ 25,745	\$ 29,403	\$ 84,260
Stokes	\$ 31,160	\$ 35,578	\$ 84,260
Surry	\$ 25,745	\$ 29,403	\$ 84,260
Tyrrell	\$ 25,745	\$ 29,403	\$ 84,260
Vance	\$ 25,745	\$ 29,403	\$ 84,260
Wake	\$ 40,803	\$ 46,598	\$ 84,260
Warren	\$ 25,745	\$ 29,403	\$ 84,260
Washington	\$ 25,745	\$ 29,403	\$ 84,260
Wayne	\$ 28,310	\$ 32,348	\$ 84,260
Wilson	\$ 25,983	\$ 29,688	\$ 84,260
Yadkin	\$ 31,160	\$ 35,578	\$ 84,260

II. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:

- a) Limited Activities: No funds provided under this MOA may be used for activities that are not listed in Section I above.
- b) Proposal Submission: Before the County may begin work on any activity for which it will seek funds under this MOA, the County must submit a proposal for the use of funds, which must be approved by NCEM before the County begins work on the activity. The proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.
- c) Eligibility Limitations: No funds provided under this MOA may be used in a way that will adversely affect a person's or entity's eligibility for funding under the Community Development Block Grant Disaster Recovery Program (CDBG-DR). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if (1) no CDBG-DR funds have been allocated to the County for the activity in question, or (2) CDBG-DR funds have been allocated to the County for the activity in question, but the County certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded CDBG-DR funds due to insufficient funds allocated to the County or the homeowner or entity is otherwise ineligible for CDBG-DR.
- d) Federal Funding Priority: No funds provided under this MOA may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs "will be" covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs "likely will be" covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) 100 Year Flood Plain Limitations: No funds provided under this MOA may be expended for the construction of any new residence within the 100-year floodplain unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, "100-year floodplain" means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance Rate Map prepared by the federal Emergency Management Agency under the National Flood Insurance Program.
- f) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner's housing assistance pursuant to this MOA shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions ("Covenant") that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this MOA shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this MOA. Such homeowners must be notified of this requirement when receiving assistance through this

MOA. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.

- g) Flood Plain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides NCEM with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance—at grant closing for reimbursements or at project closeout for repairs, reconstructions, and replacements—for a period not to exceed one year. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- h) Insurance Subrogation: If a person's home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person's rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The Division of Emergency Management and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- i) Property Type Limitations: Only the following types of real property may be rehabilitated under this MOA: stick-built homes, manufactured homes constructed after 1978, and modular housing. Although rehabilitation is the primary objective for funding, if the County determines that rehabilitation is not feasible, then clearance and relocation is an option.
- j) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size and function. Repairs, reconstruction, and replacement shall be substantially similar in scope, size, and function to the original damaged property.
- k) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict any future property uses to open space, recreational, and wetlands management uses in perpetuity. If the county takes ownership of the land, the deed restrictions still apply.
- l) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

III. COMPENSATION: NCEM will provide the County \$1,903,500 under this MOA. The entirety of the MOA amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this MOA

must be submitted no later than December 31, 2023. The term of the agreement may be extended upon written request of the County to the Agency.

Any funds not expended by December 31, 2023 are subject to the claw-back provisions of Paragraph V below.

- IV. REIMBURSEMENT:** All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management
Resiliency Section-DRA17
4238 Mail Service Center
Raleigh, NC 27699-4238

The County must include an original, signed copy of each cost report.

- V. CLAW-BACK:** NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County violate the terms of this Agreement or should it become apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the County reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VII. TAXES:** The County shall be responsible for all taxes.
- VIII. WARRANTY:** The County will hold NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

- IX. POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA.

The NCEM contact shall be Director Michael A. Sprayberry or his designee.

The County contact shall be Tracy Jackson, Assistant County Manager or her/his designee.

- X. PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this MOA and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations,

licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

XVII. ENTIRE AGREEMENT: This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.

XVIII. MODIFICATION: This Agreement may be amended only by written amendments duly executed by the Director of North Carolina Emergency Management and the County Manager.

XIX. TERMINATION: The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2023.

The Parties may terminate this Contract by mutual written consent with 90 days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever they determine that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- a) Default in Performance. The default by the County or a subsequent recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- b) Misrepresentation. If any representation or warranty made by the County in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- c) Abandonment of the Project. If County abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the County and the County shall return to NCEM any improper expenditures no later than 30 days after the date of termination.

In the event of termination, NCEM may require the return of unspent funds. NCEM may, in its sole discretion, allow the County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

XX. EXECUTION AND EFFECTIVE DATE: This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the County, to NCEM and will become binding upon execution of all parties to the Agreement. Once executed, the terms of this Agreement will be made effective as of December 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[signatures on following pages]

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall be December 1, 2018.

Michael A. Sprayberry, Director
North Carolina Emergency Management

Chairman – Board of Commissioners
County of Cumberland

Erik Hooks
Secretary
North Carolina Department of Public Safety

Will Polk, Assistant General Counsel
Reviewed for the Department of Public Safety, by William Polk, DPS Assistant General Counsel

James J. Cherokee, Controller
North Carolina Department of Public Safety



State Acquisition Relocation Fund (SARF) Program Information

Funds may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Matthew and is being acquired in a Hazard Mitigation Grant Program (HMGP) or Disaster Recovery Act (DRA) buyout, including homeowners whose assistance from HMGP or DRA is inadequate to provide comparable housing. In order to receive SARF assistance the homeowner must relocate within their home County.

Maximum Allocation: Gap Assistance-\$50,000 per property

The maximum Gap Assistance allocation for a specific property is \$50,000. Given the different amounts of other assistance provided for acquisition, all homeowners will not need the same amount of assistance with these funds. Homeowners should receive information on the availability of comparable replacement dwellings, referrals to potential replacement dwellings, and inspection of replacement dwellings to ensure that they are permanent, decent, safe and sanitary. Requests for exceptions to the maximum allocation for a property may be considered by NC Emergency Management (NCEM) on a case-by-case basis if compelling reasons can be documented and additional funding is available.

Maximum Allocation: Homeowner Relocation Assistance-\$5,000 per property

The maximum Homeowner Relocation Assistance allocation for moving expenses for a specific property is \$5,000. Given the different size and number of rooms in different houses being acquired, all homeowners will not need the same amount of moving expenses assistance with these funds. The actual amount of assistance for each property must be calculated using the HUD "Fixed Residential Moving Cost" schedule found at:

https://www.hudexchange.info/resources/documents/Module4_URA_MovingCost.pdf.

Eligibility Requirements

Property being acquired must be:

- Owner-occupied primary residence at the time of the event (if the structure is inhabitable)
- Located in a regulated Special Flood Hazard Area (SFHA) (i.e., AE or VE zones)
- Approved for acquisition under HMGP DR-4285, DRA 2017 or DRA 2018 program

Replacement property must:

- Meet HUD requirements for comparable decent, safe and sanitary dwellings.
 - For more information about HUD requirements, go to <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-sec5-703>)
 - A comparable replacement home is:
 - Decent, safe, and sanitary.
 - Functionally equivalent to the resident's present home.
 - Available for purchase.
 - Affordable. (i.e. having a monthly payment less than 30% of the participant's income)



State Acquisition Relocation Fund (SARF) Program Information

- Reasonably accessible to the resident's place of employment.
 - Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your home being acquired.
 - Not subject to unreasonable adverse environmental conditions.
 - Available to all persons regardless of race, color, religion, sex, or national origin.
- Decent, safe, and sanitary housing is housing that meets local housing and occupancy requirements. Additionally, it is housing that:
 - Is structurally sound, weather tight, and in good repair.
 - Contains a safe, adequate electrical wiring system.
 - Has adequate living space for the occupants.
 - Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
 - Has a separate, complete bathroom with hot and cold running water and sewage system.
 - Has heating as required by climatic conditions.
 - Has an unobstructed exit to safe, open space at ground level.
 - Is free of any barriers that would preclude your reasonable use of the unit, if you are a person with a physical disability.
- Be located outside of floodplain areas as shown on the current Flood Insurance Rate Map (FIRM) (i.e., 100- and 500-year floodplain).
 - If not possible, the local government must certify that no appropriate housing or housing sites are available outside of the floodplain. In the case of such certification, the replacement housing may be approved by NCEM if it is located in the SFHA provided that the location is in an area regulated by a unit of local government pursuant to a current floodplain management ordinance and the construction fully complies with current National Flood Insurance Program (NFIP) standards and the adopted Local Flood Damage Prevention Ordinance.
- Qualify as "real property". Modular units are acceptable if they are permanently affixed to real property. Manufactured homes will not be considered real property for the purpose of this program.
- Relocation must be within originating County. Requirement can be waived with a letter of exception granted by the originating county allowing relocation in a contiguous county only.

Program Requirements

- For homes being acquired, priority will be given to floodway and V-zone properties as shown on the current FIRM.
- Assistance will be delivered by check at closing for the new property as documented on the HUD1 form. If the replacement home is located in a floodplain, the property owner will be required to maintain adequate flood insurance on the property for 5 years. This requirement must be included in the deed of trust recorded with the Registrar of Deeds.



State Acquisition Relocation Fund (SARF) Program Information

- Assistance provided to permanently displaced persons must result in permanent decent, safe and sanitary housing conditions.

Application Requirements

The attached application form must be submitted in order to apply for SARF assistance.

- The applicant must verify that the property has been approved for acquisition in the HMGP DR-4285 or DRA-17 or DRA-18 programs.
- The applicant must include a project description that outlines the following information:
 - the number of families to be relocated
 - estimated funding requirements (# of households x \$60,500)
 - any available relocation resources
 - whether there are suitable comparable houses within the same general geographic area
 - Whether new houses need to be constructed.
- The applicant's implementation strategy for the relocation activity must be described, including:
 - the method of project implementation and management (e.g., whether activities will be carried out through in-house staff, through inter-local agreement, or through contractors)
 - What funds will be needed for service delivery, such as the determination of comparable replacement units, appraisals, legal fees, and advisory services for the relocation activity. These funds may not be spent on service delivery for the HMGP or DRA acquisition activity. In general, service delivery fees should not exceed 10% of the project costs; however, an applicant may request a higher level of service delivery fees if it can provide specific justification for the higher level.
 - The proposed implementation timeline and budget, specifying the number of relocations to be completed in each year and the funds necessary for completing those relocations.
- A location map identifying the areas of buy-out properties and the replacement housing (if known) must be attached. If the relocation funds are expected to be used in a specific area, such as a new subdivision, a project map must be provided.

**Hurricane Matthew Recovery
State Acquisition Relocation Funding (SARF) Assistance
Information for Homeowners**

What is Hurricane Matthew SARF assistance?

Hurricane Matthew State Acquisition and Relocation Funds (SARF) may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Matthew and is being acquired in a Hazard Mitigation Grant Program (HMGP) or Disaster Recovery Act (DRA) buyout, including homeowners whose assistance from HMGP or DRA is not enough to provide comparable housing outside of a flood hazard area. Homeowners should receive information on the availability of comparable replacement dwellings, referrals to potential replacement dwellings, and inspection of replacement dwellings to ensure that they are permanent, decent, safe and sanitary. The assistance is provided as a grant.

How much Hurricane Matthew SARF assistance could I receive?

The maximum amount of SARF assistance that a homeowner can receive for a property is \$50,000. Given the different amounts of other assistance provided for acquisition, all homeowners will not need the same amount of assistance with these funds. If the cost of replacement housing exceeds the amount the County pays for your present home, you may be eligible for a SARF payment to cover the difference in price for a similar house. The County will inform you in writing of the location and cost of comparable replacement housing (and explain the basis of its determination) so that you will know in advance how much SARF assistance you may receive. That information should help you decide how much you wish to pay for replacement housing. You are free to purchase any decent, safe and sanitary housing unit of your choice. If the sale price is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If it exceeds the cost of a comparable replacement home, the payment will be based on the cost of a comparable home.

For example: Let's say that the County pays \$150,000 to purchase your home and that a comparable replacement home costs \$160,000.

- If you pay \$159,000 for a replacement home, you would receive a \$9,000 differential payment (the difference between the County's payment for the acquisition of your home and the cost of your replacement home).
- If you pay \$162,000 for the replacement home, you would receive a \$10,000 differential payment (the difference between the County's acquisition payment and the cost of the comparable replacement home).

In addition, you may also receive up to \$5,000 to help you with moving expenses. The actual amount will be based on HUD guidelines for moving expense payment based on the number of rooms in your current home.

What is considered a "comparable replacement home"?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to the resident's present home. (same number of rooms, same size)
- Available for purchase.
- Affordable.
- Reasonably accessible to the resident's place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.

<p style="text-align: center;">Hurricane Matthew Recovery State Acquisition Relocation Funding (SARF) Assistance <i>Information for Homeowners</i></p>

- Available to all persons regardless of race, color, religion, sex, or national origin.

What does “decent, safe and sanitary” mean?

Decent, safe, and sanitary housing is housing that meets local housing and occupancy requirements.

Additionally, it is housing that:

- Is structurally sound, weather tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
- Has a separate, complete bathroom with hot and cold running water and sewage system.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Is free of any barriers that would preclude your reasonable use of the unit, if you are a person with a physical disability.

What are the general steps in the process?

1. **Appraisal.** You will be contacted by an appraiser who will appraise or determine the value of your current home. The appraiser will prepare an independent and impartial appraisal based on an inspection of your property. The appraiser must perform an inspection of your property prior to the completion of the appraisal valuation. You will be given the opportunity to accompany the appraiser on this inspection.
2. **Determining Comparable Properties.** Once the appraisal is complete, the County’s Grant Manager will determine which comparables are the best match for your current home that is being acquired. This information will be used to determine the maximum eligible amount of SARF assistance for the homeowner. SARF benefits are based on eligibility and are not a factor in the negotiation process.
3. **Offer to Purchase.** An offer will be provided to you in writing and will represent the full amount of the approved appraisal or evaluation. You will become eligible for SARF assistance on the date you receive the written offer of “just compensation” to purchase your property. You should not move before receiving that purchase offer--if you do, you may not receive SARF assistance.
4. **Closing.** Once you have accepted the written offer to purchase, you will need to determine your replacement housing option of choice and work with the County to set a closing date for your storm-damaged property. The grant manager will work with the State to draw down the funds for closing.

Can I find my own replacement housing?

Yes, you have every right to find your own replacement housing. However, before you buy, ask the County’s grant manager to inspect the unit to make sure that it is decent, safe, and sanitary. If the replacement housing unit is not comparable, decent, safe, and sanitary, you will not be eligible to receive SARF assistance.

What if I change my mind about selling my property?

This acquisition is voluntary and you may withdraw at any time before closing. If you withdraw, no further action will be taken to acquire your property and you will not be eligible to receive any SARF assistance.



State Acquisition Relocation Fund (SARF) APPLICATION SUMMARY

APPLICANT INFORMATION:

Type of Applicant (circle one): Municipality County

Applicant Name:	
Street/PO Box:	
City:	
Zip Code	
County	
Contact Person:	
Telephone No.	
Preparer of Application:	
Preparer Telephone No:	

Project Name	
Total Funds Requested:	\$

☐ Project Area/Location Map Attached

Project Description: *(attach additional pages if necessary)*

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Strategy for Implementation: *(attach additional pages if necessary)*

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State Acquisition Relocation Fund (SARF)

APPLICATION SUMMARY

Properties Proposed for Assistance (include address and cost): *(attach additional pages if necessary)*

Address	Owner-Occupied?	LMI?	Flood Zone	Proposed Cost
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total Service Delivery Costs				\$
Grand Total				\$

Certification

To the best of my knowledge and belief, data in this application are true and correct. All of the proposed properties meet SARF eligibility requirements. The governing body of the applicant has duly authorized the document. The applicant will comply with all program-required certifications if the assistance is approved.

Name of Authorized Official:	
Title:	
Signature:	
Date	

The applicant hereby assures and certifies that:

- a) It will comply with all applicable laws, regulations, rules and Executive Orders.*
- b) It possesses legal authority to apply for the grant, and to execute the proposed program.*
- c) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.*
- d) It will give NCEM and the State Auditor through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant.*
- e) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.*
- f) It will ensure that all properties on which grant funds are expended meet the requirements of the local floodplain ordinance, and it will require all owners of such properties to maintain flood insurance if located in a mapped floodplain.*
- g) It will ensure that assistance provided to households is secured by appropriate legal means, and it will maintain records sufficient to recapture funds. In the event that provisions are triggered, it will recapture funds and return them to NCEM.*

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 6.

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018 MEETING OF THE FINANCE COMMITTEE

TO: MEMBERS OF THE FINANCE COMMITTEE

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

THRU: AMY CANNON, COUNTY MANAGER

DATE: NOVEMBER 29, 2018

SUBJECT: CONSIDERATION OF REQUEST FOR FUNDING FOR THE
COMMUNITY-WIDE COLLABORATIVE BRANDING
PROJECT AND BUDGET ORDINANCE AMENDMENT
#191161

Requested by: Amy H. Cannon, County Manager

Presenter(s): Sally Shutt, Assistant County Manager

Estimate of Committee Time Needed: 5 minutes

BACKGROUND:

The Fayetteville Cumberland Collaborative Branding Committee is pursuing the development of a community-wide branding strategy to establish a clear and common brand that encapsulates and leverages the community's strengths, assets, diversity, vision and potential, and develops a common branding platform that all partners may incorporate and expand upon in their individual promotion, messaging, and marketing strategies.

The committee is comprised of representatives from the City of Fayetteville, Cumberland County, the Greater Fayetteville Chamber, the Fayetteville Cumberland Economic Development Corporation, Vision 2026, the Tourism Development Authority, Cool Spring Downtown District, the Fayetteville Area Convention and Visitors Bureau, Cumberland

County Schools, the Crown Complex, and the Arts Council of Fayetteville / Cumberland County.

The committee developed a Request for Proposals for brand development services and sought solicitations this summer from highly-qualified agencies, with relevant experience, to develop a community-wide branding strategy for the City of Fayetteville, Cumberland County, and community branding partners.

The RFP generated nine proposals from agencies across the nation. The Fayetteville Cumberland Collaborative Branding Committee selected Northstar Ideas as the firm that can best help shape and create a collaborative brand for our use in promoting ourselves to others inside and outside the area.

Please see the attached memo from Robert Van Geons, FCEDC President and CEO. FCEDC is seeking \$25,000 from the County to help fund the anticipated \$150,000-\$200,000 price tag associated with this project.

To date, the Tourism Development Authority has committed \$50,000, FCEDC has committed \$25,000, and Vision 2026 has committed \$25,000. FCEDC is requesting \$25,000 from both the City and the County to help fund this project and anticipates securing another \$25,000 from other outside sources.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends -

- Approval of FCEDC's request to contribute \$25,000 to the FCCBC funding model to assist in securing Northstar Ideas to shape and create a collaborative regional brand
- Approval of budget ordinance amendment #191161 to appropriated fund balance in the amount of \$25,000
- Forwarding the item to the full Board of Commissioners for approval.

TO: Chairman Larry L. Lancaster, Vice Chair Dr. Jeannette M. Council, Cumberland County Commissioners
CC: County Manager Amy Cannon
Assistant County Manager Sally Shutt
FROM: Robert Van Geons, President & CEO
DATE: November 19, 2018
RE: *Community-wide Collaborative Branding Project - Request for Funding*

We are grateful for the guidance and support County staff have provided our Fayetteville Cumberland Collaborative Branding Committee (FCCBC) over the past year. Working together, we have engaged top tier experts and have identified a highly-qualified and experienced agency to lead our efforts in developing a dynamic brand platform, designed to unify and advance our shared efforts to promote the best assets of Cumberland County, Fayetteville, and our community as a whole.

As you may recall, a working group was formed in 2017 to discuss collaborative marketing. By early 2018, the group expanded and became, what we now call, the FCCBC. Partners include Cumberland County, the City of Fayetteville, the Tourism Development Authority (TDA), Cumberland County Schools, Crown Complex, Greater Fayetteville Chamber of Commerce, The Arts Council of Fayetteville/Cumberland County, Fayetteville Area Convention & Visitors Bureau, Vision 2026, Cool Spring Downtown District, and the Fayetteville Cumberland County Economic Development Corporation (FCEDC).

We are pursuing the development of a community-wide branding strategy to:

- Establish a clear and common brand that encapsulates and leverages the community's strengths, assets, diversity, vision, and potential;
- Develop a common branding platform that all partners may incorporate and expand upon in their individual promotion, messaging, and marketing strategies.

The creation of this centralized messaging and brand identity is intended to:

- Aggressively promote Fayetteville and Cumberland County as a superior destination in which to live, work, visit, explore, create, or grow a business;
- Differentiate our community, by elevating our brand above others with similar names and demographics;
- Demonstrate the unity and collaboration that exists between our public, private, and non-profit partners to the local community and external audiences.

This summer, the committee developed a Request for Proposals (RFP) and sought solicitations from highly qualified agencies experienced in branding both governments and community organizations. The RFP generated nine proposals which the FCCBC reviewed based on 10 criteria including relevant experience/qualifications, local engagement models, demonstrated brand integration across partners with multiple verticals, originality, quality of creative work, and value for the price. After the committee identified four finalists, references and past clients were contacted to gauge methodology and overall satisfaction. The FCCBC then interviewed each finalist before selecting the best agency for our community's branding effort: North Star Ideas.

North Star Ideas will advise FCCBC during all stages of the project and will:

- Review /analyze all data and research that has been previously compiled;
- Conduct research among community stakeholders and external audiences to identify existing assets, advantages, perceptions, opportunities, and challenges regarding our area's image;

- Create a common brand guide and resource/promotional content library;
- Facilitate brand implementation, promotion, and stakeholder engagement;
- Recommend long-term implementation and evaluation methods.

The committee recognizes that without consensus and advocacy from all partners, our community will not realize the full benefits of collaboration. The proposed budget of the branding project is \$150,000-\$200,000. We respectfully request Cumberland County provide \$25,000 to support this initiative. To date, the following requests and commitments have been made:

TDA	\$50,000 (Committed)
FCEDC	\$25,000 (Committed)
Vision 2026	\$25,000 (Committed)
Cumberland County	\$25,000 (Request in Progress)
City of Fayetteville	\$25,000 (Request in Progress)
Other Sources	\$25,000 (Pending)

Regarding use of County funds, your contribution will only be used to pay for direct expenses related to the contract with North Star Ideas. Funds would be restricted for approved uses, and we will specifically account for those expenditures in reports to the County. Additionally, we look forward to providing regular updates throughout the process.

We recognize that this is a substantial request that may require additional discussion. FCEDC, with the support of your Public Information Office, would be happy to present the full scope of this project at a future meeting, if desired.

Sincerely,



Robert M. Van Geons, CECD

VICKI EVANS
Finance Director



ITEM NO. 7
ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: VICKI EVANS, FINANCE DIRECTOR

THRU: AMY CANNON, COUNTY MANAGER *AK*

DATE: NOVEMBER 26, 2018

SUBJECT: CONSIDERATION OF FISCAL YEAR 2018 AUDIT CONTRACT
AMENDMENT WITH CHERRY BEKAERT, LLP

Requested by: Amy Cannon, County Manager

Presenter(s): Vicki Evans, Finance Director

Estimate of Committee Time Needed: 5 minutes

BACKGROUND

The contracted due date for audit completion is October 31. The Local Government Commission (LGC) allows a grace period from November 1 to December 1 in which local governments can submit their completed audit reports with no additional documentation or notifications needed. An audit report submitted after December 1 requires an Amendment to Contract to Audit Accounts. That amendment must be signed by the parties that signed the original contract.

Upon submission of the Schedule of Expenditures of Federal and State Awards (SEFSA), it was determined by the County's audit firm, Cherry Bekaert LLP, that additional audit testing was required to meet the minimum dollar threshold. That additional testing has resulted in the audit not being completed before November 30, 2018. It is currently anticipated the additional testing and finalized results will be completed the week of December 10, 2018.

Celebrating Our Past...Embracing Our Future

RECOMMENDATION/PROPOSED ACTION

Approve the Amendment to Contract to Audit Accounts based on a modified due date of December 21, 2018 and allow the Chairman and staff the authority to sign the contract amendment.

Please note no additional county funds are required for the contract extension.

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 8. A.

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

THRU: AMY H. CANNON, COUNTY MANAGER *ah*

DATE: NOVEMBER 20, 2018

SUBJECT: MONTHLY HEALTH INSURANCE REPORT

Requested by: Finance Committee

Presenter: N/A

Estimate of Committee Time Needed: For Information Only

BACKGROUND:

Total health insurance claims for FY19 are up 14.5% for the month of October as compared to the same month in FY18. To provide some perspective on the claims, below is the 4-month average for the past 5 fiscal years. This average represents the average claims for July - October of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

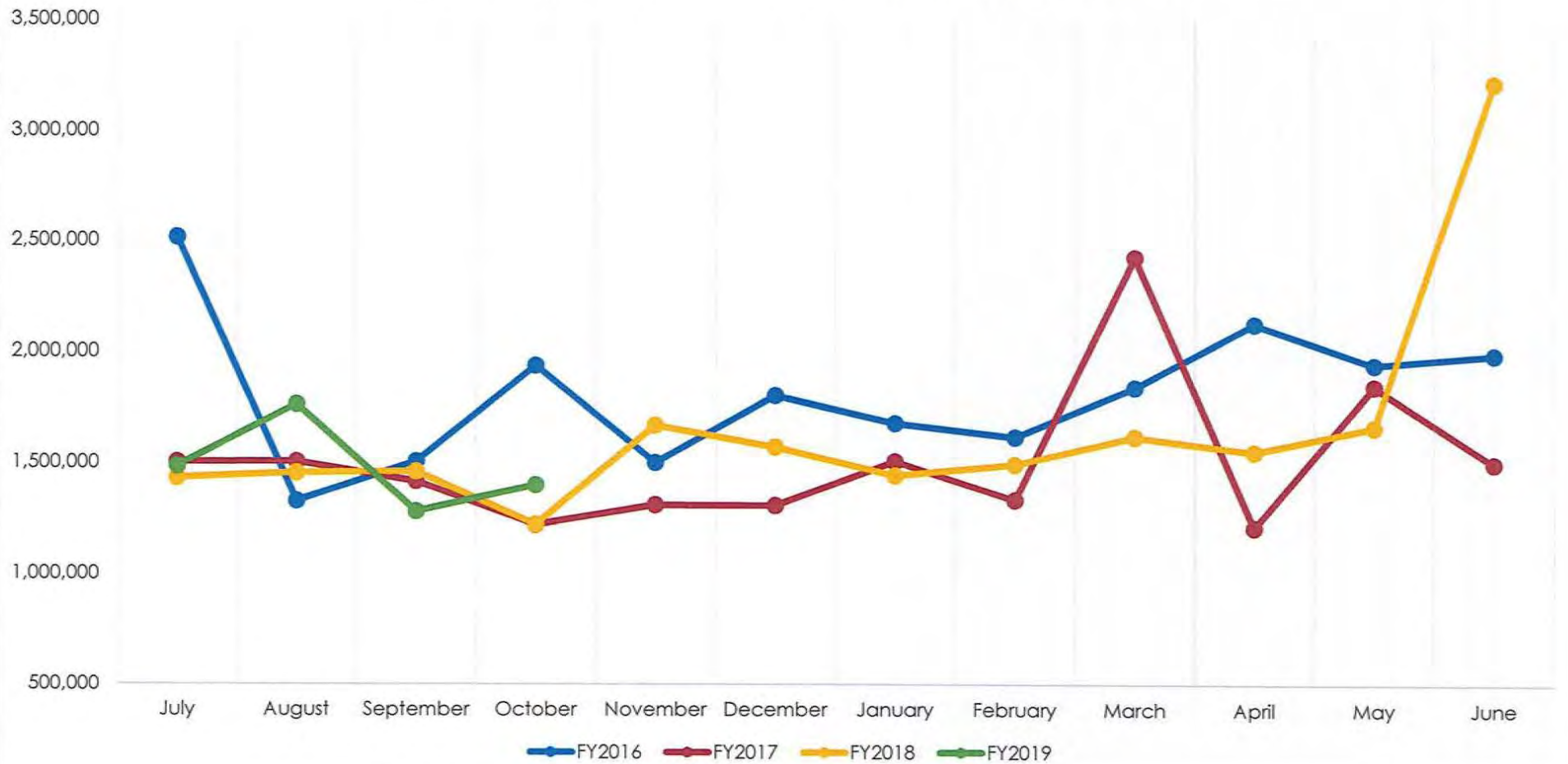
Average claims per fiscal year through October:

FY15 \$1,637,554
FY16 \$1,819,838
FY17 \$1,410,663
FY18 \$1,391,318
FY19 \$1,480,898

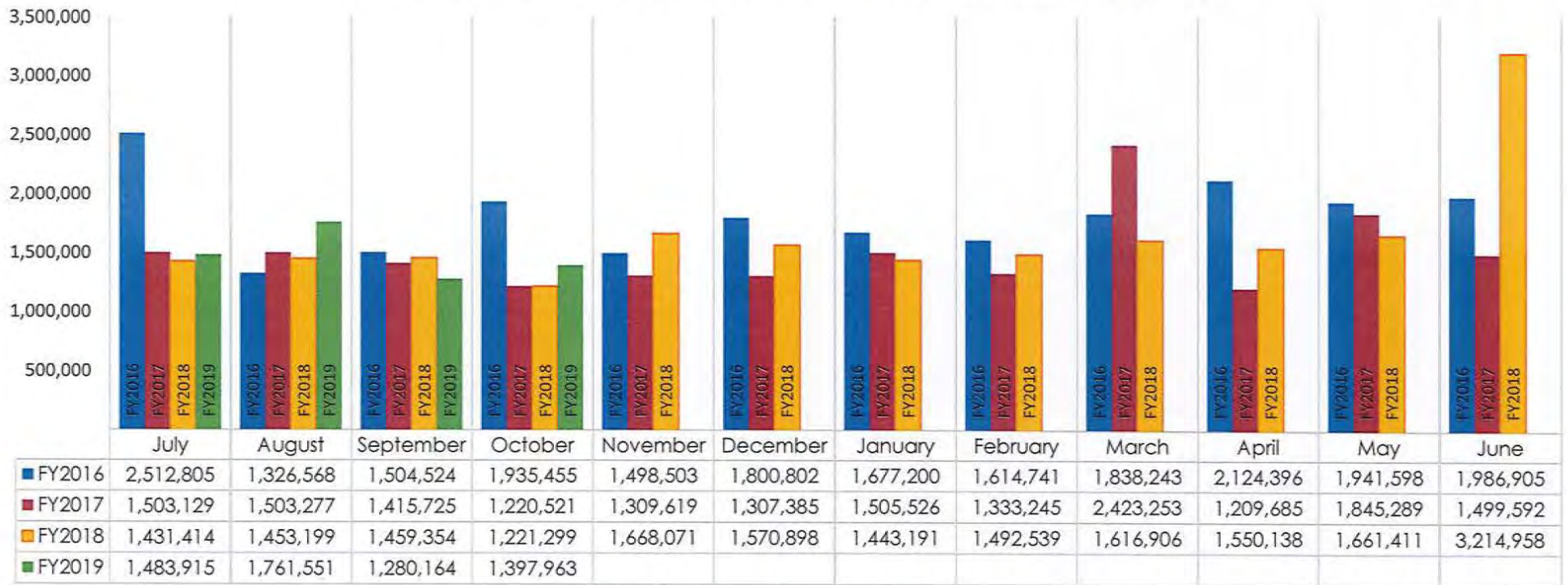
RECOMMENDATION/PROPOSED ACTION:

No action needed – for information only.

Monthly Insurance Claims FY16 - FY19



Monthly Insurance Claims FY16-FY19



■ FY2016 ■ FY2017 ■ FY2018 ■ FY2019



Cumberland County Statement of Account

For the Month and Contract Period to Date Ended October 31, 2018

Self-Funded Financial Reporting

Group Number: 062421

	For the Month Ended 10/31/2018	For the Contract Period 07/01/2018 - 10/31/2018
Beginning Balance	(\$248,416.66)	(\$311,055.88)
Credits:		
Funds Received	\$1,608,425.75	\$6,225,477.52
Stop-Loss Credits	\$0.00	\$0.00
Access Fee Credits	\$0.00	\$0.00
Other Credits *	\$0.00	\$127.24
Total Credits	\$1,608,425.75	\$6,225,604.76
Charges:		
Benefit Payments	\$1,397,962.70	\$5,923,592.24
TDM Charge	\$0.00	\$0.00
Security Amount	\$0.00	\$0.00
Other Charges **	\$34,910.81	\$63,821.06
Total Charges	\$1,432,873.51	\$5,987,413.30
Ending Balance	(\$72,864.42)	(\$72,864.42)
Security Amount	\$0.00 ***	

* Other Credits:

** Other Charges: CEC Vision \$375.00, UM Review \$5,520.00, Telehealth \$2,072.00, Vendor fees \$26,908.29, My Pregnancy Program \$35.52

*** See Statement of Security Amount, this amount is not included in the Ending Balance.

Funding Required

Use of Ending Balance Above	(\$72,864.42)
Claims Paid, Billed in Arrears	\$37,953.61
Stop Loss Credits Applied in Arrears	\$0.00

Additional Charges/Credits to be invoiced on
Weekly Funding notice of 11/29/18

(\$34,910.81) Charge

Self-Funded Financial Reporting - JM

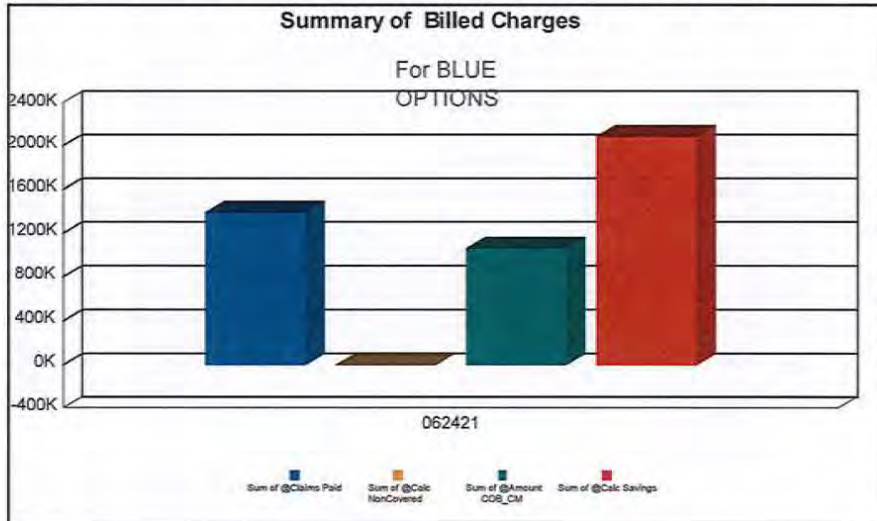


An Independent Licensee of the
Blue Cross and Blue Shield Association

ASO Financial Operations

CUMBC CUMBERLAND COUNTY GOVERNMENT
SUMMARY OF BILLED CHARGES by Product
REPORTING PERIOD: 10/01/2018 THROUGH 10/31/2018
BLUE OPTIONS

<u>Service Type</u>	<u>Provider Billed Charges</u>	<u>Other Party Liability</u>	<u>***Charges less Allowed</u>	<u>Noncovered/ Employee Liability</u>	<u>Claims Paid</u>
Inpatient Institutional	\$868,981.83	\$330,787.77	\$390,105.84	\$(52,682.00)	\$200,770.22
Outpatient Institutional	\$1,197,606.99	\$364,569.18	\$519,256.54	\$(24,204.15)	\$337,985.42
Professional	\$1,203,572.21	\$125,150.97	\$591,707.85	\$148,449.92	\$338,263.47
Pharmacy **	\$792,339.93	\$0.00	\$303,760.69	\$47,731.21	\$440,848.03
Dental**	\$130.00	\$0.00	\$0.00	\$130.00	\$0.00
Other*	\$471,409.73	\$237,994.38	\$278,494.02	\$(120,276.10)	\$75,197.43
Care Management Fees	\$3,764.88	\$0.00	\$0.00	\$0.00	\$3,764.88
TOTALS:	\$4,537,805.57	\$1,058,502.30	\$2,083,324.94	\$(851.12)	\$1,396,829.45
CONTRACT PERIOD TO DATE TOTALS:	\$20,047,624.23	\$5,495,128.12	\$9,451,948.45	\$(694,306.90)	\$5,794,854.56



MEMBERSHIP:	HEALTH		DENTAL	
CONTRACT TYPE	EMPLOYEE COUNT	MEMBER COUNT	EMPLOYEE COUNT	MEMBER COUNT
Individual	1,991	1,991	0	0
Employee Child	242	484	0	0
Employee Children	108	357	0	0
Employee Spouse	122	244	0	0
Family	127	524	0	0
TOTALS:	2,590	3,600	0	0

* Includes PD Nursing, Ancillary, Physical Therapy, Hospice, Home Health, Supplies, etc.

**Groups without dental and/or Pharmacy Benefits may see paymentes in these categories that are covered under their medical benefits.

***Includes Denied Claims



**BlueCross BlueShield
of North Carolina**

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ASO Financial Operations

CUMBC CUMBERLAND COUNTY

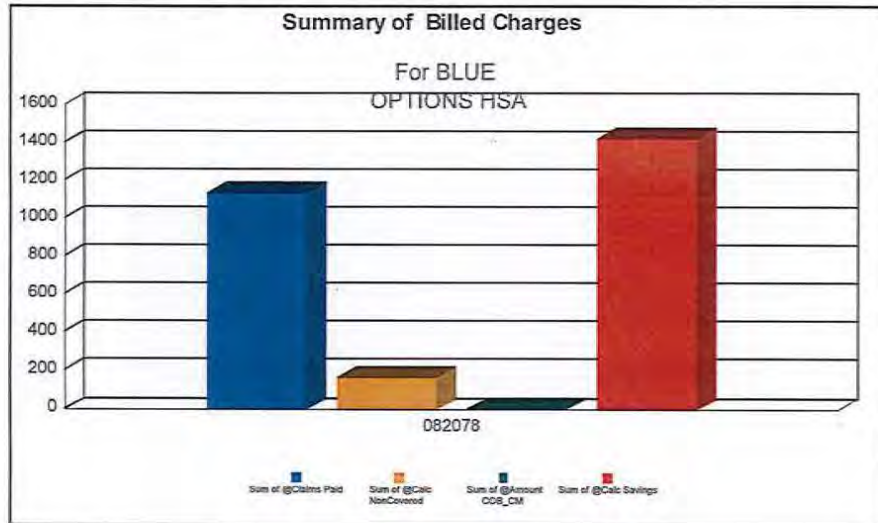
SUMMARY OF BILLED CHARGES by Product

REPORTING PERIOD: 10/01/2018 THROUGH 10/31/2018

BLUE OPTIONS HSA

Service Type

	Provider Billed Charges	Other Party Liability	***Charges less Allowed	Noncovered/ Employee Liability	Claims Paid
Outpatient Institutional	\$193.17	\$0.00	\$(441.91)	\$0.00	\$635.08
Professional	\$1,746.00	\$0.00	\$1,420.52	\$123.08	\$202.40
Pharmacy **	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other*	\$779.00	\$0.00	\$446.04	\$37.19	\$295.77
Care Management Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS:	\$2,718.17	\$0.00	\$1,424.65	\$160.27	\$1,133.25
CONTRACT PERIOD TO DATE TOTALS:	\$277,842.75	\$0.00	\$141,539.75	\$7,565.32	\$128,737.68



MEMBERSHIP:

CONTRACT
TYPE

HEALTH

EMPLOYEE
COUNT

MEMBER
COUNT

DENTAL

EMPLOYEE
COUNT

MEMBER
COUNT

TOTALS:

* Includes PD Nursing, Ancillary, Physical Therapy, Hospice, Home Health, Supplies, etc.

**Groups without dental and/or Pharmacy Benefits may see paymentes in these categories that are covered under their medical benefits.

***Includes Denied Claims

Grand Total Current Month	4,540,523.74	1,058,502.30	2,084,749.59	(690.85)	1,397,962.70
Grand Total Contract to Date	20,325,466.98	5,495,128.12	9,593,488.20	(686,741.58)	5,923,592.24

CUMBERLAND COUNTY
HEALTH INSURANCE CLAIMS TREND

			% Increase /		% Increase /		% Increase /		% Increase /		% Increase /		% Increase /
	FY 2012-13	FY 2013-14	(Decrease)	FY 2014-15	(Decrease)	FY 2015-16	(Decrease)	FY 2016-17	(Decrease)	FY 2017-18	(Decrease)	FY 2018-19	(Decrease)
Total Claims													
July	\$ 1,043,805	\$ 1,459,100	39.79%	\$ 2,001,709	37.19%	\$ 2,512,805	25.53%	\$ 1,503,129	-40.18%	\$ 1,431,414	-4.77%	\$ 1,483,915	3.67%
August	1,439,053	1,248,919	-13.21%	1,430,688	14.55%	1,326,568	-7.28%	1,503,277	13.32%	1,453,199	-3.33%	1,761,551	21.22%
September	974,323	1,151,149	18.15%	1,570,361	36.42%	1,504,524	-4.19%	1,415,725	-5.90%	1,459,359	3.08%	1,280,164	-12.28%
October	1,273,089	1,272,411	-0.05%	1,547,457	21.62%	1,935,455	25.07%	1,220,521	-36.94%	1,221,299	0.06%	1,397,963	14.47%
November	1,247,750	1,267,112	1.55%	1,282,776	1.24%	1,498,503	16.82%	1,309,619	-12.60%	1,668,071	27.37%		-100.00%
December	1,310,340	1,062,317	-18.93%	1,676,600	57.82%	1,800,802	7.41%	1,307,385	-27.40%	1,570,898	20.16%		-100.00%
January	1,385,821	1,204,595	-13.08%	1,245,198	3.37%	1,677,200	34.69%	1,505,526	-10.24%	1,443,190	-4.14%		-100.00%
February	1,347,601	1,137,539	-15.59%	1,376,117	20.97%	1,614,741	17.34%	1,333,245	-17.43%	1,492,539	11.95%		-100.00%
March	1,202,322	1,239,899	3.13%	1,451,105	17.03%	1,838,243	26.68%	2,423,253	31.82%	1,616,906	-33.28%		-100.00%
April	1,274,359	1,423,984	11.74%	1,704,566	19.70%	2,124,396	24.63%	1,209,685	-43.06%	1,550,138	28.14%		-100.00%
May	1,510,627	1,417,050	-6.19%	1,740,715	22.84%	1,941,598	11.54%	1,845,289	-4.96%	1,661,411	-9.96%		-100.00%
June	1,605,826	1,683,330	4.83%	1,560,590	-7.29%	1,986,905	27.32%	1,499,592	-24.53%	3,214,958	114.39%		-100.00%
	\$ 15,614,916	\$ 15,567,405	-0.30%	\$ 18,587,882	19.40%	\$ 21,761,740	17.07%	\$ 18,076,246	-16.94%	\$ 19,783,383		\$ 5,923,592	
4 Mth Average	\$ 1,182,568	\$ 1,282,895		\$ 1,637,554		\$ 1,819,838		\$ 1,410,663		\$ 1,391,318		\$ 1,480,898	
12 Mth Average	\$ 1,301,243	\$ 1,297,284		\$ 1,548,990		\$ 1,813,478		\$ 1,506,354		\$ 1,648,615		\$ 1,480,898	

BCBS Statement of Account													
Fiscal Year 2018-19													
	July	August	September	October	November	December	January	February	March	April	May	June	Total
Benefit payments	1,483,914.62	1,761,551.02	1,280,163.90	1,397,962.70									5,923,592.24
TDM Charge	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Amount	-	-	-	-	-	-	-	-	-	-	-	-	-
Other -													-
Vendor fees	8,598.96	3,661.44	3,257.79	26,908.29									42,426.48
Utilization mngmt fee	5,560.00	-	-	5,520.00	-	-		-	-		-	-	11,080.00
Value based chgs/ refund rec	17.75	-	-	-	-	-	-	-	-				17.75
Telehealth	2,121.60	2,112.00	2,089.60	2,072.00	-	-	-	-	-				8,395.20
My Pregnancy Program	-	-	36.11	35.52									71.63
CEC Vision	360.00	705.00	390.00	375.00									1,830.00
	1,500,572.93	1,768,029.46	1,285,937.40	1,432,873.51	-	-	-	-	-	-	-	-	5,987,413.30
BCBS Summary of Billed Charges - Claims Paid													
	July	August	September	October	November	December	January	February	March	April	May	June	Total
Inpatient institutional	229,258.28	268,913.33	279,979.25	200,770.22									978,921.08
Outpatient institutional	380,772.93	420,547.58	205,149.90	338,620.50									1,345,090.91
Professional	318,667.09	413,214.61	300,088.03	338,465.87									1,370,435.60
Pharmacy	430,371.67	586,755.51	445,233.76	440,848.03									1,903,208.97
Dental	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	120,874.95	68,238.03	45,885.67	75,493.20									310,491.85
Care management fees	3,969.70	3,881.96	3,827.29	3,764.88									15,443.83
													-
	1,483,914.62	1,761,551.02	1,280,163.90	1,397,962.70	-	-	-	-	-	-	-	-	5,923,592.24

**CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE
FOR THE DECEMBER 6, 2018
FINANCE COMMITTEE MEETING**

Status as of November 21, 2018:

Total Applications	County Application Intake (Step 1)	State Eligibility Check (Step 2)	State Duplication of Benefits Check (Step 3)	State Under Further Review /Withdrawn /Ineligible
297	63 (14 county/49 city)	16 (4 county/12 city)	45 (8 county/37 city)	44 / 15 / 10
State Inspection & Environmental Review (Step 4)	State Grant Determination (Step 5)	Contractor Selection (Step 6)	Construction (Step 7)	Completion (Step 8)
60 (9 county/51 city)	43 (10 county/33 city)	0	0	1 (1 county/0 city)

**Step 1 performed by County; Steps 2-5 performed by State; 6-8 performed by County/City/State*

Milestones/Activities:

- Professional Project Management Services – recommendation at upcoming Board meeting;
- Board approved proposed Draft Amendment One to CDBG-DR Agreement between State and County submitted to NCEM/Commerce – pending HUD approval State's Action Plan Amendment;
- Ongoing– County staff processing applications and submitting to State for conducting Steps 2-5;
- Robins Meadow Permanent Supportive Housing Project notice to proceed with environmental review issued; Robins Meadow Permanent Supportive Housing Project A/E Services RFQ due December 21;
- County & City staff preparing detail project information form requested by State for Community Resource Center Project due December 7th

Current Staffing:

- State: – David Cauthorn, CD Specialist II, Dept. of Public Safety – (Community Outreach for CDBG-DR)
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant; Terrinique Washington, Admin Support Specialist; Chavaungh McLamb, Admin Housing Coordinator II; Tye Vaught, Admin Program Officer II
- City of Fayetteville: Cindy Blot, CD Director; Anedra Walls, Admin Assistant

Hours of Operation (Cumberland County Application Intake Center):

- Monday – Friday, 9 a.m. to 4 p.m.
- Location – Cumberland County Community Development Dept – 707 Executive Place

VICKI EVANS
Finance Director



ITEM NO. 8.C.

ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMO FOR THE AGENDA OF THE DECEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: VICKI EVANS, FINANCE DIRECTOR

THRU: AMY CANNON, COUNTY MANAGER *AM*

DATE: NOVEMBER 26, 2018

SUBJECT: MONTHLY FINANCIAL REPORT – FISCAL YEAR 2019,
OCTOBER YEAR-TO-DATE

Requested by: Finance Committee

Presenter(s): Vicki Evans, Finance Director

Estimate of Committee Time Needed: For information only

BACKGROUND

The financial report is included which shows results of the general fund for fiscal year 2019, October year-to-date. Results of fiscal year ended 2018 will be added upon completion and presentation of the audit. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION/PROPOSED ACTION

No action needed – for discussion and information purposes only.

Celebrating Our Past...Embracing Our Future

**County of Cumberland
General Fund Revenues**

REVENUES	FY18-19		YTD ACTUAL		PERCENT OF BUDGET TO DATE	*
	ADOPTED BUDGET	REVISED BUDGET	AS OF October 31, 2018			
Ad Valorem Taxes						
Current Year	\$ 163,777,000	\$ 163,777,000	\$ 22,764,630		13.9%	(1)
Prior Years	1,121,000	1,121,000	758,778		67.7%	
Motor Vehicles	18,326,000	18,326,000	4,936,063		26.9%	(2)
Penalties and Interest	500,000	500,000	192,020		38.4%	
Other	908,000	908,000	355,384		39.1%	
Total Ad Valorem Taxes	184,632,000	184,632,000	29,006,876		15.7%	
Other Taxes						
Sales	42,625,774	42,625,774	3,117,231		7.3%	(3)
Real Estate Transfer	700,000	700,000	502,888		71.8%	
Other	1,060,000	1,060,000	168,433		15.9%	
Total Other Taxes	44,385,774	44,385,774	3,788,551		8.5%	
Unrestricted & Restricted Intergovernmental Revenues	62,049,904	63,709,649	9,967,522		15.6%	(4)
Charges for Services	12,312,681	12,319,181	3,722,539		30.2%	
Other Sources (includes Transfers In)	2,442,205	2,528,266	710,681		28.1%	
Proceeds Refunding Bonds	-	-	-		0.0%	
Premium on COPS Sold	-	-	-		0.0%	
County Closing Contribution	-	-	-		0.0%	
Lease Land CFVMC	3,714,637	3,714,637	3,533,596		95.1%	(5)
Total Other	6,156,842	6,242,903	4,244,277		68.0%	
Total Revenue	\$ 309,537,201	\$ 311,289,507	\$ 50,729,765		16.3%	
Fund Balance Appropriation	7,447,195	12,340,313	-		0.0%	
Total Funding Sources	\$ 316,984,396	\$ 323,629,820	\$ 50,729,765		15.7%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	FY18-19		YTD ACTUAL		PERCENT OF BUDGET TO DATE	**
	ADOPTED BUDGET	REVISED BUDGET	AS OF October 31, 2018			
Governing Body	\$ 628,960	\$ 628,960	\$ 277,116		44.1%	
Administration	1,525,894	1,565,394	494,140		31.6%	
Public Affairs/Education	497,286	498,286	156,524		31.4%	
Human Resources	924,551	924,551	313,957		34.0%	
Print, Mail, and Design	788,684	788,684	346,524		43.9%	
Court Facilities	156,220	156,220	30,314		19.4%	
Facilities Maintenance	1,024,101	1,024,101	348,823		34.1%	
Landscaping & Grounds	669,140	669,140	245,430		36.7%	
Carpentry	162,507	162,507	59,664		36.7%	
Facilities Management	1,316,856	1,316,856	442,646		33.6%	
Public Buildings Janitorial	724,839	724,839	245,615		33.9%	
Central Maintenance	948,724	948,724	217,119		22.9%	
Information Services	4,336,330	7,087,516	1,623,741		22.9%	
Board of Elections	2,237,329	2,237,329	855,595		38.2%	
Finance	1,295,351	1,295,351	411,787		31.8%	
Legal	804,578	804,578	253,493		31.5%	
Register of Deeds	2,394,577	2,846,373	689,577		24.2%	
Tax	5,683,071	5,820,571	1,922,013		33.0%	
Debt Service	-	-	-		0.0% (7)	
General Government Other	3,967,735	4,523,040	1,265,815		28.0%	
Sheriff	52,720,576	53,029,999	17,369,858		32.8%	
Emergency Services	3,674,666	3,976,373	1,363,131		34.3%	
Criminal Justice Pretrial	564,038	564,038	165,336		29.3%	
Youth Diversion	63,654	63,654	10,061		15.8% (1)	
Animal Control	3,248,915	3,293,898	1,143,452		34.7%	
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,444,268	1,444,268	248,467		17.2% (2)	
Heath	23,104,110	23,551,661	7,907,003		33.6%	
Mental Health	5,463,227	5,463,227	2,545,126		46.6%	
Social Services	60,359,879	60,539,520	19,572,948		32.3%	
Veteran Services	408,159	408,159	143,262		35.1%	

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY18-19	FY18-19	YTD ACTUAL	PERCENT OF	**
	ADOPTED BUDGET	REVISED BUDGET	AS OF October 31, 2018	BUDGET TO DATE	
Child Support	5,205,713	5,205,713	1,601,131	30.8%	
Spring Lake Resource Administration	34,332	34,332	9,160	26.7%	
Library	10,807,325	10,814,625	3,675,133	34.0%	
Stadium Maintenance	117,296	117,296	31,958	27.2%	
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	87,481	32.6%	
Planning	3,522,591	3,528,841	1,076,557	30.5%	
Engineering	1,987,178	1,587,178	562,732	35.5%	
Cooperative Extension	717,173	717,173	200,711	28.0%	
Location Services	315,177	315,177	50,548	16.0% (3)	
Soil Conservation	142,570	647,875	75,959	11.7%	
Public Utilities	87,153	87,153	31,091	35.7%	
Economic Physical Development Other	20,000	20,000	20,000	100.0%	
Industrial Park	1,104	11,254	410	3.6%	
Economic Incentive	461,677	461,677	28,749	6.2% (4)	
Water and Sewer	250,000	250,000	-	0.0% (5)	
Education	92,457,009	93,143,900	38,285,792	41.1%	
Other Uses:					
Transfers Out	19,451,804	20,061,740	171,283	0.9% (6)	
Refunding of 2009A and 2011B LOBS	-	-	-	0.0%	
TOTAL	\$ 316,984,396	\$ 323,629,820	\$ 106,577,233	32.9%	

Expenditures by Category	FY18-19	FY18-19	AS OF	PERCENT OF
	ADOPTED BUDGET	REVISED BUDGET	October 31, 2018	BUDGET TO DATE
Personnel Expenditures	\$ 140,421,227	\$ 140,594,613	\$ 46,239,113	32.9%
Operating Expenditures	153,678,512	159,447,198	58,796,082	36.9%
Capital Outlay	2,655,876	2,749,292	952,697	34.7%
Debt Service	-	-	-	0.0% (7)
Refunding of 2009A and 2011B LOBS	-	-	-	0.0%
Transfers To Other Funds	20,228,781	20,838,717	589,341	2.8%
TOTAL	\$ 316,984,396	\$ 323,629,820	\$ 106,577,233	32.9%

COUNTY OF CUMBERLAND

Fiscal Year 2019 - October Year-to-Date Actuals (Report Run Date: November 20, 2018)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem** 13.9% - Normal for this time of year. The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles** 26.9% - YTD Actual reflects 3 months of collections.
- (3) **Sales Tax** 7.3% - YTD Actual reflects 1 month of collections.
- (4) **Unrestricted/Restricted Intergovernmental** 15.6% - There is typically a one-two month lag in receipt of this funding.
- (5) **Lease Land CFVMC** 95.1% - Typically paid in the beginning of the fiscal year.

General Fund Expenditures

**

- (1) **Youth Diversion** 15.8% - Staff has not been hired. An allocation is done for the administrative assistant that is helping with the program currently.
- (2) **Public Safety Other** 17.2% - Outside agencies lag in submitting invoices during the first half of the year.
- (3) **Location Services** 16.0% - Vacant position within the department was hired in mid-October.
- (4) **Economic Incentive** 6.2% - Economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies.
- (5) **Water and Sewer** 0% - No expenditures have been incurred.
- (6) **Transfers Out** 0.8% - Transfers are generally prepared towards the end of the fiscal year.
- (7) **Debt Service** 0% - Expenditures on this report are those of the General Fund only. Debt service is now included within the Capital Investment Fund.