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CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

MEMORANDUM

TO: Finance Committee Members (Commissioners Council, Faircloth and Keefe)

FROM: Candice H. White, Clerk to the Board

DATE: January 27, 2017

SUBJECT: Finance Committee Meeting – Thursday, February 2, 2017

The regular meeting of the Finance Committee has been CANCELLED and rescheduled as a SPECIAL MEETING on Thursday, February 2, 2017 to begin at 8:30 AM in Room 564 of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, NC.

AGENDA

1. Approval of Minutes – January 5, 2017 Regular Meeting **(Pg. 2)**
2. Summary Presentation of Values for the 2017 Tax Reappraisal **(Pg. 7)**
3. Consideration of Request for Proposals for One-Stop Operator for Workforce Development **(Pg. 8)**
4. Consideration of North Carolina Housing Finance Agency Essential Single Family Rehabilitation Loan Pool Funding Agreement and Assistance, Procurement and Disbursement Policies **(Pg. 36)**
5. Update on Financing for Capital Improvements Plan **(Pg. 62)**
6. Monthly Financial Report **(Pg. 64)**
7. Other Items of Business **(NO MATERIALS)**

cc: Board of Commissioners; County Administration; Vicki Evans, Finance Director; Tammy Gillis, Director of Internal Audit and Wellness Services; County Legal; County Department Head(s); Sunshine List

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January 5, 2017 Finance Committee

CUMBERLAND COUNTY FINANCE COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
JANUARY 5, 2017 – 9:30 AM
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Marshall Faircloth, Chairman
Commissioner Jimmy Keefe
Commissioner Jeannette Council

OTHER COMMISSIONERS PRESENT: Commissioner Glenn Adams
Commissioner Michael Boose
Commissioner Charles Evans
Commissioner Larry Lancaster

OTHERS: Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Sally Shutt, Governmental Affairs Officer
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Candice H. White, Clerk to the Board
Press

Commissioner Faircloth called the meeting to order.

1. ELECTION OF CHAIRMAN

MOTION: Commissioner Council moved to elect Commissioner Faircloth Chairman of the Finance Committee.
SECOND: Commissioner Keefe
VOTE: UNANIMOUS (3-0)

2. APPROVAL OF MINUTES – DECEMBER 1, 2016 FINANCE COMMITTEE REGULAR MEETING

MOTION: Commissioner Council moved to approve the December 1, 2016 regular meeting minutes.
SECOND: Commissioner Keefe
VOTE: UNANIMOUS (3-0)

3. APPROVAL OF BOND COUNSEL PURSUANT TO A REQUEST FOR PROPOSAL PROCESS

BACKGROUND:

A request for proposal for bond counsel was advertised in June 2016. A total of seven responses were received from various entities located across the state of North Carolina. County Attorney

DRAFT

January 5, 2017 Finance Committee

Rick Moorefield, Assistant County Manager Melissa Cardinali and Finance Director Vicki Evans collectively reviewed the responses, selected three firms for interviews and conducted interviews in early December. Based on the responses to the requests for proposals, years and depth of experience and interview presentation, the interviewers ranked the firms in the following order:

1. Womble Carlyle – with representatives of the Raleigh office presenting
2. Parker Poe – with representatives of the Raleigh office presenting
3. McGuire Woods/Charleston Group – with a representative of the Raleigh office presenting for McGuire Woods and a representative of the Fayetteville office presenting for the Charleston Group

In terms of overall quoted costs, each proposal included examples of different financing types. Quotes by entity are as follows with the lowest for each type shown in green:

	Womble Carlyle	Parker Poe	McGuire Woods/ Charleston
Financing Type	Quoted Amount		
\$50M GO bonds	45,000	30,000	50,000
\$70M revenue bonds	60,000 - 75,000	70,000	60,000
\$50M COPs	60,000	55,000	45,000
\$10M installment	35,000	25,000	15,000
\$100M fixed GO bonds	55,000	40,000	50,000
\$100M LO bonds	60,000	70,000	45,000

During consideration of the interviews, the County Attorney noted the applicability of the policy of providing local preference for services. The policy states: *It is the policy of Cumberland County that all contracts for the provision of services in any amount and all contracts for the purchase of apparatus, materials, supplies and equipment in which the aggregate purchase price in any single contract is less than \$30,000 shall be awarded to local vendors or suppliers, to the greatest extent possible, in accordance with the further conditions set out herein.*

For the purpose of implementing this policy, local vendors or suppliers shall be those who demonstrate that they pay business personal or real property taxes to Cumberland County and are either self-employed residents of Cumberland County or employ at least one resident of Cumberland County as an employee or officer of the contracting business entity.

Even though McGuire Woods/Charleston Group was ranked lowest of the three firms that were interviewed, the interviewers found the following to be significant:

1. McGuire Woods/Charleston Group agreed that McGuire Woods would be the contact for all matters, make the determination as to the division of the county's work between the two firms and invoice for all county work.

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- 2. Although the Charleston Group is a small firm without resources comparable to the other firms that were considered, it is a Fayetteville firm with a local presence and significant community involvement which meets the requirements of the local preference policy.
- 3. McGuire Woods/Charleston Group proposed the lowest fees in four of the six categories.

For these reasons, the interviewers recommend McGuire Woods/Charleston Group as co-bond counsel.

RECOMMENDATION/PROPOSED ACTION:

Management recommends that the Finance Committee approve the bond counsel contract award to McGuire Woods/Charleston Group to serve as co-bond counsel and forward to the Board of Commissioners meeting for its consideration at the January 17, 2017 meeting.

Vicki Evans, Finance Director, reviewed the background information recorded above. Commissioner Faircloth inquired regarding the length of the proposed contract. Rick Moorefield, County Attorney, stated bond counsel will serve under the contract until either party determines to go its separate way. Commissioner Faircloth asked how many bonds the county would likely go out for over the next five years and whether the proposed contract covers the county's current indebtedness. Ms. Evans stated there will be a \$10 million installment this fiscal year for financing of the Capital Improvement Plan. Ms. Cannon stated this needs to be moved forward so the County needs to have bond counsel in place. Additional questions followed.

MOTION: Commissioner Council moved to go into closed session for Attorney Client Matters pursuant to NCGS 143-318.11(a)(3).
 SECOND: Commissioner Faircloth
 VOTE: UNANIMOUS (3-0)

MOTION: Commissioner Council moved to reconvene in open session.
 SECOND: Commissioner Keefe
 VOTE: UNANIMOUS (3-0)

MOTION: Commissioner Keefe moved to approve bond counsel for the County and authorize management to negotiate with McGuire Woods/Charleston Group for the bond counsel contract award.
 SECOND: Commissioner Council
 VOTE: UNANIMOUS (3-0)

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4. MONTHLY FINANCIAL REPORT

BACKGROUND:

The financial report is included as of November 30, 2016. Highlights for the general fund include:

- Revenues
 - Current real and personal property taxes continue at a pace similar to past years
 - Motor vehicle tax revenues are slightly higher compared to last fiscal year.
 - Sales tax is lower compared to last fiscal year. The state is also experiencing less tax revenue than what was projected. Staff continually monitor these revenues, however it is still early in the fiscal year to project negative growth for the year.
- Expenditures
 - Consistent with last month's report, overall general fund expenditures are lower compared with the same timeframe last fiscal year
- Crown center expense summary/prepared food and beverage and motel tax
 - Consistent with last month's report, Spectra is reporting slightly less overall operating expense compared with the same timeframe last fiscal year

RECOMMENDATION/PROPOSED ACTION:

No action needed – for information purposes only.

Ms. Evans reviewed highlights of the report recorded above. Ms. Evans referenced state tax revenue being less than what was projected and stated what is not included in the report is that the County received a report from the Department of Revenue for September collections, which will be reflected on December's report, and the County's sales tax revenues are higher than they were at the same point in the last fiscal year.

5. OTHER ITEMS OF BUSINESS

There were no other items of business.

Ms. Cannon stated in October after Hurricane Matthew, tax appraisers went into the field to examine damage to homes and to perform assessments. Ms. Cannon also stated on December 28, 2016 following the holiday break, tax appraisers returned to the field to review the roughly 1,000 homes that incurred some amount of damage to determine the percentage completion as of January 1, 2017. Ms. Cannon stated this is a critical piece of information for the revaluation. Ms. Cannon stated the current plan is for Joe Utley, Tax Administrator, to provide a presentation at the February 2, 2017 meeting of the Finance Committee so there will be an opportunity for the Board to pose questions and seek clarification.

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MOTION: Commissioner Council moved to adjourn.
SECOND: Commissioner Keefe
VOTE: UNANIMOUS (3-0)

There being no further business, the meeting adjourned at 10:00 a.m.

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE
FEBRUARY 2, 2017 MEETING OF THE FINANCE COMMITTEE**

TO: BOARD OF COUNTY COMMISSIONERS FINANCE COMMITTEE
FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER
DATE: JANUARY 26, 2017
SUBJECT: SUMMARY PRESENTATION OF VALUES FOR THE 2017 TAX REAPPRAISAL

Presenter(s): Joe Utley, Tax Administrator

Estimated of Committee Time Needed: 30 Minutes

BACKGROUND

Tax Administrator Joe Utley will provide a presentation of county tax values for the 2017 tax reappraisal.

RECOMMENDATION

No action required - for information purposes only.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager



OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE FEBRUARY 2, 2017
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE MEMBERS
FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER 
THROUGH: AMY H. CANNON, COUNTY MANAGER 
DATE: JANUARY 24, 2017
SUBJECT: CONSIDERATION OF REQUEST FOR PROPOSALS (RFP) FOR ONE-STOP OPERATOR (WORKFORCE DEVELOPMENT)

Presenter(s): Nedra Rodriguez, Workforce Development

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations require local Workforce Development Boards (WDBs) to use a competitive process for the selection of a one-stop operator for the system (known as NCWorks Career Center in North Carolina). WIOA sec. 3(41) defines the one-stop operator as one or more entities designated or certified under WIOA sec. 121(d). The basic role of a one-stop operator is to coordinate the integrated service delivery of participating one-stop partners and service providers. Program funding originates from the federal government via the Workforce Innovation and Opportunity Act (WIOA) and is passed through to the State of North Carolina to local Workforce Development Boards.

Proposers are required to provide a detailed line item budget, not to exceed \$150,000. This amount may be subject to change as it is based upon a prior estimate of available funds. It is anticipated that the exact funding amount will be known at or about the time of the final contract negotiations. All contracts for services will be on a cost-reimbursement basis, based upon performance, and may be extended for two additional years at the discretion of the County.

RECOMMENDATION/PROPOSED ACTION:

Approval to move forward with the RFP process for a One-Stop Operator for the Cumberland County NCWorks Career Center.

CAREER CENTER OPERATOR RFP TIMELINE

ACTION DESCRIPTION	DATE(S)
DRAFT RFP DUE TO AMY/TRACY/CARL/ETC.	12.12.2016
WDB MEETING (SUMMARY OF RFP/FORM AD HOC COM/APPROVAL)	1.11.2017
RFP TO CC FINANCE COMMITTEE	2.2.2017
RFP TO CC BOC	2.6.2017 or 2.20.2017
RFP RELEASED	2.27.2017
PROPOSALS DUE BY 11 AM	3.31.2017
SCHEDULE FOR REVIEW TEAM TO MEET FOR REVIEW/DISCUSSION	4.5-7.2017
SCHEDULE FOR PROPOSER PRESENTATIONS	4.10-12.2017
WDB MEETING (RECOMMENDATION APPROVAL)	5.10.2017
CONTRACT APPROVAL TO CC BOC	5.15.2017 or 6.5.2017
CONTRACT BEGINS	7.1.2017

DECEMBER							JANUARY							FEBRUARY							MARCH							APRIL							MAY						
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Offeror's Company Name: _____

Solicitation (RFP) No.

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation. Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.

Offeror's Company Name: _____

REQUEST FOR PROPOSAL (RFP)

For the period July 1, 2017 – June 30, 2018

Workforce Innovation and Opportunity Act

One-Stop Operator

At the Cumberland County NCWorks Career Center
Fayetteville, North Carolina

Release Date:

February 27, 2017

Due Date:

11 am on March 31, 2017

Equal Opportunity Employer and provider of employment and training programs
Auxiliary aids and services are available upon request to individuals with disabilities.

SECTION I – PURPOSE AND TERMS

Cumberland County government (as grant recipient and the administrative unit for the Cumberland County Local Area) and the Cumberland County Workforce Development Board (CCWDB) are soliciting proposals to identify an entity (public, private, or non-profit) or a consortium of entities that, at a minimum, includes three or more of the required one-stop partners of demonstrated effectiveness, located in the local area to serve as the One-Stop Operator for the integrated One-Stop Career Center, known as the Cumberland County NCWorks Career Center, located at 414 Ray Ave in Fayetteville, NC.

As this will be a new contract and role within the local workforce system, performance measures and deliverables for the contract have not been fully developed. These will be negotiated with the CCWDB and Cumberland County government following the award of the contract and will be included in the contract. A contract resulting from this Request for Proposal (RFP) is anticipated to begin July 1, 2017 and end June 30, 2018, and may be extended for two additional years (as one-year agreements) at the discretion of the CCWDB and Cumberland County government. Contracts will be cost reimbursable (profit must be negotiated with the CCWDB and Cumberland County government) and any option for extension will be executed in consideration of funding availability, satisfactory contractor performance, and other factors. Once a contract has been awarded, the CCWDB and Cumberland County government reserve the right to modify delivery design, including infusing funds from alternate sources, at any time in order to meet the needs of the workforce system. The CCWDB and Cumberland County government also reserve the right to de-obligate funds from contractors who fail to meet performance standards and/or expenditure requirements or in the event of a recession of federal funds.

The successful bidder will be required to agree to the General Terms and Conditions, have all controls securely in place, and agree to comply with any policies created by the CCWDB as well as all applicable federal, state, and local policies, regulations, and laws. Successful respondents to the RFP will be expected to participate in contract negotiations to establish the exact services to be provided and the costs of those services. The funding award will not be final until the CCWDB/Cumberland County government and the prospective grantee have executed a contract agreement. The final negotiated proposal narrative and budget schedule will constitute the Statement of Work for the contract. The content of the accepted proposal will become the basis for the negotiation of a final contract agreement. Applicants are advised that most documents in the possession of the CCWDB are considered public records and are subject to disclosure under the State Public Records Law.

This RFP does not commit the CCWDB and Cumberland County government to award a contract or pay any costs incurred in the preparation of a proposal to this request. The CCWDB and Cumberland County government reserve the right to request additional data, discussion, or presentation in support of written proposals; to reject any or all proposals received; to negotiate with all designated representatives; or to cancel in whole or in part this RFP if it is in the best interest of the CCWDB/Cumberland County government to do so. If the CCWDB does not receive responses that adequately address the services and outcomes requested, it is possible that no award will be made or the RFP would be modified and re-released.

A particular bidder may not be recommended for funding regardless of merits of the proposal submitted if it has a history of contract non-compliance with any funding source. Subcontracting is not permitted without written authorization from the CCWDB.

PROTEST PROCEDURES: When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)

Eligible Applicants

Organizations eligible to submit proposals include:

- A public, private, or non-profit entity

OR

- A consortium of entities that must include at least three or more required partners

Such entities may include the following:

- Government agencies or governmental units, such as: Local or county governments, school districts, State agencies, and Federal Workforce Innovation and Opportunity Act (WIOA) partners;
- Employment Service State agencies under the Wagner-Peyser Act, as amended by title III of WIOA;
- Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations (collectively referred to herein as "Indian Tribes");
- Educational institutions, such as: institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education schools (however, elementary and other secondary schools are not eligible to become a one-stop operator);
- Community-based organizations, non-profit entities, or workforce intermediaries;
- Other interested organizations that are capable of carrying out the duties of the one-stop operator, such as a local chamber of commerce, other business organization, or labor organization;
- Private for-profit entities;
- Local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2).

Note: The entity/entities selected as the one-stop operator will serve as a sub recipient of a Federal award and thus will be required to follow the Uniform Guidance.

SECTION II – WORKFORCE SYSTEM BACKGROUND AND INFORMATION

A. Workforce Innovation and Opportunity Act Overview

This RFP was prepared based upon the Workforce Innovation and Opportunity Act of 2014 and associated U.S. Department of Labor's Regulations and guidance. The Final Rules for the federal Workforce Innovation and Opportunity Act of 2014 (WIOA), P.L. 113-128 were made publicly available on June 30, 2016 and published in the Federal Register with a final effective date of October 18, 2016. For more information, refer to <https://www.doleta.gov/WIOA/>.

This federal law was implemented to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory partners include WIOA Adult, Dislocated Worker, and Youth programs; Wagner-Peyser services; Adult Education and Literacy; Vocational Rehabilitation; and others specified in the Act. Bidders are strongly encouraged to read the Training and Employment Guidance Letters 04-15 (dated August 13, 2015), 15-16 (dated January 17, 2017), and 16-16 (dated January 18, 2017) issued by the U.S. Department of Labor that outlines the vision for the One-Stop System under WIOA.

The hallmarks of WIOA include:

- The needs of businesses and workers drive workforce solutions, and local boards are accountable for this within the communities they serve.
- One-Stop Centers (known as NCWorks Career Centers in North Carolina) provide excellent customer service and focus on continuous improvement.
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The WIOA system is built around the following key principles:

- Increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
- Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
- Improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages; and to provide employers with the skilled workers they need to succeed in a global economy.
- Promote improvement in the structure and delivery of services to better address the employment and skill needs of workers, jobseekers, and employers.
- Increase the prosperity of workers and employers and the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- For purposes of Title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance productivity and competitiveness.

B. Organization

The Cumberland County Commissioners have been responsible for the federally-funded workforce development programs since 1974, and have had direct oversight of the Workforce Innovation and Opportunity Act (WIOA) workforce development programs in the "One-Stop" Career Center since the law was originally passed in July of 2014.

The Cumberland County Commissioners appoint the members of the Cumberland County Workforce Development Board (CCWDB), and have also designated Cumberland County government as the Program and Fiscal Agent. The CCWDB brings together business and community leaders to promote and expand workforce development activities to ensure the long-range economic vitality of the region by leading and convening a workforce development system that can provide a skilled workforce that meets local and regional business needs. The CCWDB oversight responsibilities include the designation of the Cumberland County NCWorks Career Center Operator, administration of WIOA Title I Adult, Dislocated Worker, and Youth program services, and other duties as assigned in WIOA. The mission of the CCWDB is to provide an integrated system of training, retraining, and employment for job seekers and employers of Cumberland County to build a globally competitive workforce, and positively influence the economic development of the service region. The goal is to increase employment and training opportunities for the County's citizens, as well as enhance their productivity and competitiveness in the workplace.

To ensure a well-coordinated workforce system, and per federal law, the CCWDB will take a lead role in the following efforts, while working with a variety of partners, including the One-Stop Operator:

- Workforce research and regional labor market analysis;
- Convening regional workforce system stakeholders;
- Business engagement;
- Development of career pathways;
- Implementation of technology for the One-Stop System; and
- Coordination with postsecondary education providers for workforce development training efforts and related programming.

SECTION III- ESTIMATED AWARD

Not to exceed \$230,000.

SECTION IV- TIMELINE

The CCWDB reserves the right to make changes to the timeline. All dates are estimates made at the time the RFP was released for bids.

Date	Activity and Time (Local Time)
February 27, 2017	RFP released and available at https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx
March 7, 2017	Bidders' Conference, 12:30-1:30p*
March 31, 2017	Proposals due by 11 am. Late proposals will not be accepted.
April 5-7, 2017	Evaluation of proposals
April 10-12, 2017	Presentations by selected bidders** (date/time/location will be sent by invitation)
May 10, 2017	CCWDB proposal award recommendation and approval
May 15, 2017	Provisional contract award announcement
May 16-31, 2017	Contract negotiations
June 5, 2017	Deadline for appeal
July 1, 2017	Contract begins

*Bidders' Conference

To ensure a productive Bidders' Conference, the CCWDB requests known questions be submitted a week in advance to allow staff time to research each question thoroughly. Questions and answers will be addressed during the conference.

**Presentations by Selected Bidders

The CCWDB reserves the right to ask selected bidders to give a presentation and participate in a question-and-answer session with the review committee. Notification of the presentation will be provided by April 6, 2017.

SECTION V- EVALUATION AND SELECTION PROCESS

A review committee comprised on CCWDB members and support staff, and possibly representatives of the Cumberland County Legal and Procurement departments, will be responsible for reviewing proposals. The individuals on this committee will have no fiduciary interest in bidding for funding under this RFP. Committee members will review and score proposals according to the criteria and assigned points as specified in this RFP.

Cumberland County must follow all federal requirements for procurement of the One-Stop Operator, including compliance with:

- United States Office of Management and Budget Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards 200.317-200.36.
- National Publication of Rulemaking 678.605 (a) and 678.619 (a) – (d), and
- North Carolina Division of Workforce Solutions' (DWS) Procurement and Contracting Policy Statement.

Cumberland County will also consult federal, state, and local policies and guidance including:

- WIOA law (reference Sec. 121 (d) One-Stop Operators, beginning on page 60/298; <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>) and Final Rule (reference Part 5 One-Stop Operators, beginning on page 100/280; <https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15977.pdf>)

Offeror's Company Name: _____

- DWS Policy Statement Number: PS 08-2016 (Requirement for Local Workforce Development Boards to Use Competitive Selection Processes to Procure Training Providers and One-Stop Operators)
- Training and Employment Guidance Letter WIOA No. 04-15, Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act (WIOA) (dated August 13, 2015); https://wdr.doleta.gov/directives/corr_doc.cfm?docn=6455
- Training and Employment Guidance Letter WIOA No. 15-16, Competitive Selection of One-Stop Operators (dated 1/17/17); https://wdr.doleta.gov/directives/corr_doc.cfm?docn=8116
- Training and Employment Guidance Letter WIOA No. 16-16, One-Stop Operations Guidance for the American Job Center Network (dated January 18, 2017); https://wdr.doleta.gov/directives/corr_doc.cfm?docn=8772

SECTION VI- DESIGN

In order to deliver on the aspirations of the CCWDB, the vision for a functionally integrated NCWorks Career Center, and WIOA, the CCWDB is seeking an entity to serve as the One-Stop Operator. This entity must:

- Be an inspirational, visionary, goal-driven, and highly professional leader;
- Achieve goals while utilizing an inclusive, partnership-based approach;
- Balance the need for growth and progress with the need to involve staff and managers at all levels;
- Be a skilled communicator;
- Be flexible and willing to lead change as the needs of the workforce system change;
- Be able to inspire others through changes;
- Be willing to negotiate and compromise to achieve mutually beneficial goals;
- Be willing to take risks developing and deploying new service strategies while working closely with the CCWDB and partners to understand and mitigate risks;
- Be willing to create a truly functionally integrated one-stop center, which may involve a partial to complete redesign of the existing staffing and customer flow model at the Cumberland County NCWorks Career Center;
- Be sensitive to the feelings of Career Center partners, staff, and management as they work through the anticipated changes associated with the new role of the One-Stop Operator;
- Be able to demonstrate extremely high levels of professionalism, integrity, and collaboration as they enhance and develop partnerships;
- Have a commitment toward partnerships; and
- Be willing to work on behalf of the CCWDB to achieve its vision for a functionally integrated workforce system that is well-prepared to meet the needs of local businesses and job seekers.

A. Roles and Responsibilities

One-Stop Operator

The primary responsibilities of the One-Stop Operator include the overall management and day-to-day operations of the One-Stop Career Center, including coordination of partners and service delivery. The One-Stop Operator will ensure the ongoing participation, support, collaboration, and consensus-building needed for success among the primary groups working at the Career Center (e.g. Division of Workforce Services staff, CCWDB staff, Contractor staff, and partners). Accordingly, the One-Stop Operator will have functional supervision authority over the primary groups, as necessary, to ensure ongoing growth of unduplicated client enrollments and increases in unduplicated numbers of services provided to those clients.

The One-Stop Operator must do the following:

- Disclose, and provide an explanation of, any potential conflicts of interest arising from the proposal and potential selection of the one-stop operator(s) with respect to relationships with particular training service providers or other service providers, including but not limited to, career services providers and partners;
- In coordinating services and serving as a one-stop operator, agree to refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require long-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations and procurement policies relating to the calculation and use of profits.

The One-Stop Operator **may not** perform the following functions:

- Convene stakeholders to assist in the development of the local plan;
- Prepare and submit local plans (as required under WIOA sec. 107);
- Be responsible for the oversight of itself;
- Manage or significantly participate in the competitive selection process for one-stop operator(s);
- Select or terminate one-stop operator(s), career service providers, and youth providers;
- Negotiate local performance accountability measures; or
- Develop and submit budgets for activities of the local WDB.

The One-Stop Operator will be responsible for the following:

- Coordinating and leading Service Delivery efforts for businesses and job seekers, on behalf of staff, partners, and across the local area system, at the Cumberland County NCWorks Career Center, including establishing site hours, work schedules, and operations, space configuration, customer flow, and integration necessary to deliver high quality and timely support and services;
- Ensuring that basic services such as orientations, career and labor market information, and resource rooms are properly staffed, with appropriate resources to meet client needs;
- Addressing and resolving issues relating to growth and space usage, including coordinating with the WIOA Fiscal Agent for building lease, utilities, and other Career Center needs;
- Being knowledgeable of the mission and performance standards of all partners and facilitating cross-training among all staff as necessary to meet the strategic goals established by the Workforce Development Board;
- Assisting with the development of a training and communication plan for Career Center staff and partners;
- Working with the partners to determine a process for meeting the goals set forth in the Workforce Innovation and Opportunity Act and subsequent local Memorandum of Understanding (MOU);
- Leading, convening, and managing responsibilities of partners in the design and implementation of functional integration in cooperation with the CCWDB (i.e. MOU);
- Leading the Career Center Certification process for Cumberland County;
- Operationalizing the vision of the CCWDB;
- Managing services requested by individuals and/or businesses;
- Promoting the services available at or by the Cumberland County NCWorks Career Center, including the development of outreach materials, with support from the CCWDB;
- At the highest level, coordinating outreach to business and job seeker customers, which includes coordinating the development of marketing, outreach, and labor market information materials;
- Evaluating customer needs and satisfaction data to continually refine and improve service strategies, including exploring implementing a real-time customer feedback model;
- Serving as a liaison between the CCWDB and the Cumberland County NCWorks Career Center;
- Ensuring that the CCWDB's approved policies and procedures are effectively communicated and carried out at the Cumberland County NCWorks Career Center;
- Working with the CCWDB to recruit and train additional partners of the Cumberland County NCWorks Career Center;
- Complying with all policies governing the operations of a one-stop center and providing draft changes to policies to the Workforce Development board for their approval consideration;
- Reviewing and updating Center procedures as future WIOA changes are released to maintain currency of procedures;
- Working with the partners to determine a process for meeting the goals set forth in the Workforce Innovation and Opportunity Act and subsequent local Memorandum of Understanding (MOU);
- Working with the CCWDB and partners to define and provide a means to meet common operational needs, such as training, technical assistance, and additional resources, etc.;
- Facilitating sharing of data and information;
- Managing technological resources such as websites, case management information, business, networking software, and on-line testing sites;

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- Representing the Cumberland County NCWorks Career Center at community meetings to promote services or discuss recruitment or partnership opportunities;
- Maintain close collaboration with regional workforce development boards, NCWorks Career Centers, regional Economic Development, Chamber of Commerce, and Better Business Bureau Presidents/CEOs to ensure continuity of efforts across the region;
- Sponsor hiring events for businesses, governmental agencies, and regional non-profit activities;
- Provide periodic updates to the WDB, County Government staff, County Commissioners, and regional partner groups of past, ongoing, and upcoming activities;
- Providing bimonthly reports to the CCWDB on operations, performance accountability, and continual improvement; and
- Ensuring non-program EEO requirements are met, including coordinating staff training, and assuring EEO posters and processes are in place.

The One-Stop Operator goals include:

- With guidance from the CCWDB, fully implement the requirements and offerings outlined in the Workforce Innovation and Opportunity Act.
- Establish a methodology for measuring and ensuring services, especially workshops, are of the highest quality and are meeting customer needs and the needs of the Cumberland County labor market.
- Lead the movement to establish the Cumberland County NCWorks Career Center and affiliated partners as the "go-to" resource for workforce development offerings in our area, including business services.
- Work with the CCWDB to improve the reputation and appearance of the Cumberland County NCWorks Career Center.
- Lead staff trainings and other specialized offerings that enhance opportunities for Cumberland County NCWorks Career Center staff and partners to develop advanced skills in leadership, customer service, specialized workforce development skills, networking, understanding and presenting labor market information, and other skills to be determined.

B. Integrated Services

The State of North Carolina has mandated that all services provided from the Division of Workforce Solutions and the Workforce Development staff be integrated to increase effectiveness and efficiency of operations. WIOA Title I Adult, Dislocated Worker, and Youth Program Services and Title III Wagner-Peyser Services are expected to be delivered in the integrated services model and all participants must be co-enrolled through the state's reporting system, NCWorks Online. All integrated services are provided at the Cumberland County NCWorks Career Center (located at 414 Ray Ave in Fayetteville, NC).

Integrated Service Delivery (ISD) reduces duplicative and administrative activities that add little value in favor of a positive customer experience. ISD allows Career Center staff to provide customers higher value services including screening, assessment, skill development, and skill certification related to the needs of local and regional economies and the resources of participating programs. Staff working in an integrated environment are organized into functional teams to meet the needs of customers, rather than to administer specific programs. The goal is for more people to get jobs, keep jobs, and earn better wages; and for businesses to find the talent they need to succeed and grow.

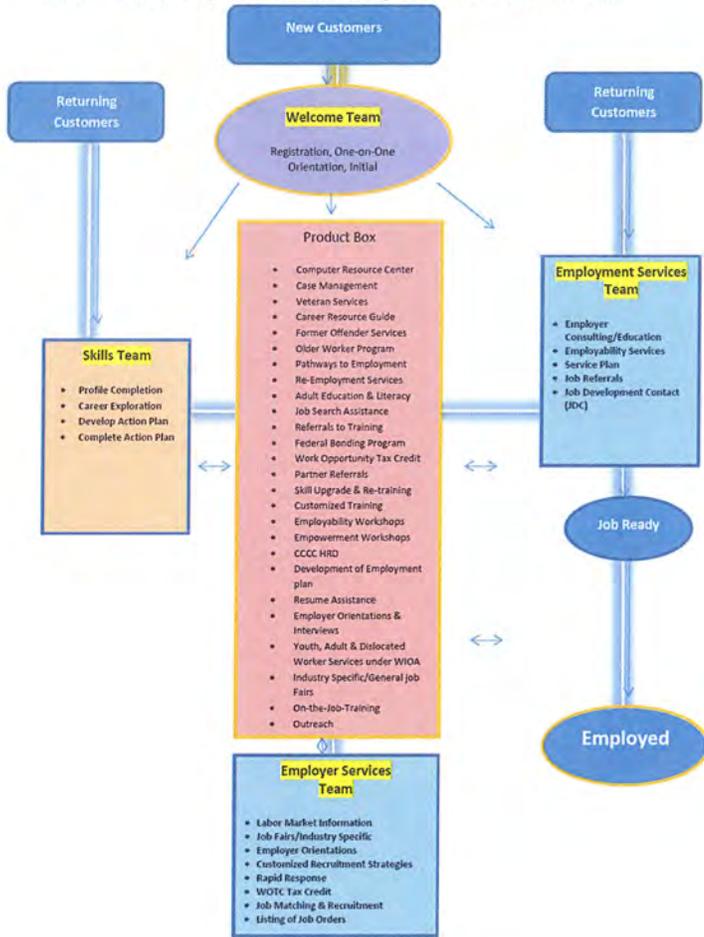
The components of integrated service delivery include:

- Co-enrollment of job seekers and directing resources to provide appropriate services, regardless of categorical eligibility.
- Organizing staff and services around functions rather than programs or agencies.
- Using a common set of outcome measures for all customers.
- Providing a robust menu of services that improve outcomes.
- A greater focus on skill development and certification based on labor market requirements.
- Using customer input (job seeker and business) to continuously improve services.

The functionally integrated design will likely be the result of a significant training and design process, such as customer-centered design theory. The CCWDB will work with the selected Operator to identify the highest value design

theory and associated trainings. Those administering WIOA Title I (Youth, Adult and Dislocated Worker), WIOA Title III (Wagner-Peyser), Trade Act, and Veteran's programs/representatives (LVER and DVOP) will work through the technical issues across these programs in order to enhance the ISD model to integrate services, which will be led by the One-Stop Operator. Other critical partners, including WIOA Title II Adult Education and Literacy, Title IV Vocational Rehabilitation, and the Department of Social Services, will be invited to participate.

Cumberland County Career Center Integrated Customer Flow Chart



C. Additional Service Delivery Requirements

The following projects or initiatives may be led by or will require the support of the One-Stop Operator:

1. Essential Skills

To ensure Cumberland County has the talent pipeline necessary to meet the needs of local businesses, the CCWDB supports and encourages essential skill development of the service offerings at the Cumberland County NCWorks Career Center. This includes programming that provides customers access to workshops and other learning opportunities that develop and measure essential skills. The intent is to develop skills that will benefit multiple or even all sectors in the regional economy. A potential role of the One-Stop Operator could be researching curricula options and measurement tools, coordinating the selection of the curriculum and measurement tool, and implementing the curriculum and tool.

Essential skills, also known as foundational skills, soft skills or baseline skills, are critical components of work readiness. Essential skills are commonly ranked above technical skills by employers when asked about the skills needed by their employees and job applicants. According to Burning Glass Technologies (2015), "Employers say these skills are both crucial and hard to find," and while they are commonly broad, such as *works well with others*, "businesses grind to a halt when employees can't meet deadlines, treat customers with respect, or waste time scrambling to properly format a document."

The CCWDB is committed to enhancing the development of essential skills, as well as helping employers learn how to accurately describe the skills necessary for success when crafting a job posting. This is increasingly important as "recent studies have found that jobs with high social skill requirements have experienced greater wage growth than others," and "employment and wage growth has been strongest in occupations which require both strong social skills and high level of cognitive skills" (Burning Glass Technologies, 2015).

2. Self-Sufficiency

Many people go to work every day but continue to rely on public supports because they lack the skills to obtain a job with wages that will help them become economically self-sufficient. Additionally, other individuals may receive services through publicly-funded programs but fail to become more self-sufficient than they were prior to accessing workforce programming. Simple placement in a low-wage job is not adequate or acceptable. While it is recognized that for many people in our community, any job can be viewed as a good job, the "value add" of receiving WIOA/workforce system services should be to move along an individualized career path to economic self-sufficiency. It is critical that the workforce system, led by the One-Stop Operator, measure the extent to which customers move toward self-sufficiency. A potential role for the Operator is to identify and ensure the use of a tool to plan strategies across the Career Center for staff and partners to use with clients and to measure success, including value added as a result of center services.

3. Career Pathways and Partnerships with Educational Institutions

Education and training are critical to successful job placement, self-sufficiency and economic vitality for our region. The partnerships created with colleges and other training institutions to-date have helped meet our system's needs, but to ensure that future training leads to meaningful employment along career pathways with in-demand careers, new and innovative staffing solutions, and proactive partner relationships are needed.

The CCWDB will be leading efforts to align educational offerings with workforce development, as well as obtaining certification for developed career pathways (e.g. Collision Repair, Healthcare). A potential role for the Operator is coordinating communication to ensure staff are aware of the tools available and are using common terminology when promoting the use of labor market information as they plan for the future Career Center goals and objectives.

4. Business Services and Sector Strategies

The intent of business services is to connect employers to workforce development system resources with the goals of strengthening and growing the economy, supporting job creation, and meeting the hiring needs of employers. Per WIOA, the CCWDB will lead regional sector strategies and business

services, and as such, may contract with agencies for business services staff who will work with and on behalf of the CCWDB.

The One-Stop Operator will help assist those who serve to deliver business services by ensuring business and employer services are coordinated throughout the Cumberland County NCWorks Career Center, and will work on behalf of the CCWDB to implement changes and provide and/or coordinate staff training.

5. Serving Veterans, their Families, and the Regional Economy

The CCWDB is committed to serving transitioning service members, veterans, and their families. A satellite Career Center is located on Fort Bragg. The One-Stop Operator must communicate with Veterans Services staff in and away from the Career Center to ensure consistent and current information is available to these populations about Career Center services, and to ultimately connect them to local businesses that need their talent, work ethic, and in-demand skill sets. Retention of military in the local community and meeting employer staffing needs with highly-skilled transitioning military and their family members remains a high goal for the Career Center staff.

6. WIOA Adult/Dislocated Worker Programming

WIOA divides Adult and Dislocated Worker services into categories – Basic Career Services, Individualized Career Services, and Training Services, as described below. The One-Stop Operator will provide functional oversight of integrated service delivery for the following services:

Basic Career Services

The goal of Basic Career Services is to provide workforce activities to customers, in partnership with Wagner-Peyser and other partners, which increase the employment, retention, earnings, and occupational skill attainment of all job-seeking customers.

In the Integrated Services Delivery (ISD) model, all customers who meet basic eligibility requirements (e.g. age, Selective Service, and are eligible to work in the U.S.) will be co-enrolled in Wagner-Peyser and WIOA Title I Adult (Wagner-Peyser only enrollment will be suitable if an individual does not meet the WIOA Adult basic eligibility requirements). This will ensure that Basic Career Services are available to all customers, and that all partners, in some capacity, share the staffing and funding responsibility for the delivery of services. This may include direct charging of staff time, leveraged staff time, direct charging of management time, leveraged management time, or infusing Title 1-B resources in other ways (e.g., funding the One-Stop Operator, improvements to the physical space/appearance of the Career Center, technology, etc.). The Operator will work with Center management and staff to implement the services in a functionally integrated, high-quality model.

Basic Career Services will be available to all customers, including those registered as an Adult and/or Dislocated Worker (including those receiving Individualized and Training services), and include but are not limited to the following:

- Determination of eligibility to receive additional services beyond WIOA Basic Career Services.
- Outreach, intake, and orientation to the information and other services available through the Cumberland County NCWorks Career Center (includes acting as a broker).
- Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.
- Labor exchange and employment statistics information relating to local, regional, and national labor market areas, including job vacancy listings, information on job skills necessary for these positions, and information relating to local in-demand occupations and the earnings and skill requirements for these occupations.
- Performance history and program cost of eligible providers of training services.
- Job search and placement assistance, and where appropriate, career counseling.
- Consumer information regarding local performance, supportive services and how to file unemployment insurance claims.
- Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs.
- Provision of performance information and program cost information on eligible providers of

training services by program and type of providers.

- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
- Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system.
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to the individuals seeking assistance in filing a claim.
- Follow-up services, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

Individualized Career Services

Individualized Career Services are available to eligible Adults and Dislocated Workers; activities include, but are not limited to, the following:

- Comprehensive and specialized assessments of a customer's skill level and service needs, which may include diagnostic testing and the use of other assessment tools;
- In-depth evaluation to identify employment barriers and employment goals;
- Development of an individual employment plan to identify appropriate objectives and combination of services for the customer to achieve the employment goals;
- Group counseling;
- Individualized career planning;
- Workforce preparation activities that help an individual acquire a combination of basic skills in critical thinking, digital literacy, financial literacy, and self-management, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment such as communication, interviewing, punctuality, personal maintenance, and professional conduct to prepare individuals for unsubsidized employment or training;
- Business internships or work experiences that are linked to careers; and
- Job retention and wage progression services after placement.

Training Services

Training services can be critical to the employment success of many job seeking customers. There is no sequence of service requirement for Career Services and Training Services. This means that program staff may determine training is appropriate regardless of whether the individual has received Basic or Individualized Career Services first.

Available funding is a primary limitation for financial assistance. Customers should be encouraged to consider short term training to quickly return to the labor market. Customers seeking WIOA scholarships are expected to research training programs and training providers and job opportunities in their chosen career field in order to make informed choices about education and training. Classroom training requires the educational institution be on the Eligible Training Provider List (<http://www.ncworks.gov/qsipub/index.asp?docid=504>), and will be provided through Individual Training Account (ITA) vouchers. Training Services are available for eligible Adult and Dislocated Workers, and include:

- Occupational skills training, including training for nontraditional employment;
- On-the-Job Training;
- Internships, Work Experience or transitional jobs
- Job readiness training
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;

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- Skills upgrading and retraining;
- Entrepreneurial training;
- Adult education and literacy activities provided in combination with other training services; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Supportive Services

The CCWDB authorizes Supportive Services to be provided only for eligible individuals participating in Individualized and Training Services, and are intended to enable an individual to participate in program activities and to secure and retain employment. Examples include assistance with local transportation costs, childcare and dependent care costs, housing and food, and relocation and out-of-area job search expenses. (Refer to Policy Letter #17, Supportive Services).

Employment Services

Once a job seeker has been identified as "work ready", they may receive employment services that include, but are not limited to:

- Career workshops
- Employment assistance
- Career assessment
- Resume support and development
- Job matching support
- On-the-job training
- Work experience/internships
- Network opportunities with business professionals and peers
- Mock interviews
- Targeted referral of current job openings
- Volunteer opportunities

7. WIOA Youth Program Services

Unlike the Adult and Dislocated Worker Programs, the Youth Program does not have Basic, Individualized and Training service levels. Instead, the WIOA Youth Program is available to youth ages 16-24 with a focus on disconnected out-of-school youth (those that are disconnected from school and employment). Additionally, all youth program participants must meet the eligibility criteria. The One-Stop Operator will provide functional oversight and monitoring of the contractor(s) providing these services.

WIOA funds will be available for eligible youth, and it is required they have access to the following 14 program activities and services:

- Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to a completion of the requirements for a secondary school diploma or its equivalent, or a recognized post-secondary credential;
- Alternative secondary school services, or dropout recovery services;
- Paid and unpaid work experiences that have academic and occupational education as a component of the work experiences;
- Occupational skill training that leads to recognized post-secondary credentials that align with in-demand industry sectors;
- Leadership development opportunities (including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate);
- Supportive services (as defined in WIOA, which enable an individual to participate in WIOA activities);
- Adult mentoring for a duration of at least twelve months, that may occur during and after program participation;
- Follow-up services for not less than 12 months after the completion of participation;
- Comprehensive guidance and counseling, including drug and alcohol counseling and referral to counseling as appropriate to meet the needs of the individual youth;

- Financial literacy education (activities that assist with improving financial literacy and/or personal budgeting skills);
- Entrepreneurial skills training (training that provides the basics of starting and operating a small business);
- Services that provide labor market and employment information about in-demand industry sectors and/or occupations available in the workforce area (such as career awareness, career counseling, and career exploration services);
- Activities that help youth prepare for and transition to post-secondary education and training (may include information about time management, practice interviews, independent living, and how to prepare for post-secondary education, e.g. applications, financial aid, scholarships, and legal responsibilities after the age of 18); and
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or cluster (Training that integrates adult and literacy activities (programs, activities, and services such as English language services to achieve competence in reading, writing, speaking, and comprehension) with workforce preparation activities, basic academic skills, and hands-on occupational skills to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway).

8. Employer Services

The business customer is one of the keys to the success of the Cumberland County NCWorks Career Center. The One-Stop Operator will ensure that Career Center staff operate under the concept of a "Center of Excellence". The list below provides a menu of services available to employers through a talent employment solution function that the Career Center will need to provide, in addition to the basic and individualized career services described earlier. Business services may include, but are not limited to:

- Support in filling open positions
- Meeting facilities for conducting interviews
- Assistance with understanding why one or more existing positions are not being filled or where there is a high amount of turnover for these positions
- Training for existing employees
- Job postings
- Connection to business resources
- Recruitment and prescreening
- Pre-employment training
- Job profiling
 - Labor market data
 - Career fairs
 - Interview days
 - Networking
 - Training seminars
 - Industry roundtable meetings
 - Referral to business services partners

D. Anticipated Program Targets

The following charts show the negotiated performance measures that the state and Cumberland County are responsible for meeting:

Adult Program	NC PY 16	CC PY 16	NC PY 17	CC PY 17
Employment Rate 2 nd Quarter After Exit	66.0%	66.0%	68.0%	68.0%
Employment Rate 4 th Quarter After Exit	68.0%	68.0%	70.0%	70.0%
Median Earnings 2 nd Quarter After Exit	\$4,600	\$4,600	\$4,800	\$4,800
Credential Attainment within 4 Quarters After Exit	45.0%	45.0%	47.0%	47.0%

Dislocated Worker				
Employment Rate 2 nd Quarter After Exit	75.5%	78.0%	78.5%	81.0%
Employment Rate 4 th Quarter After Exit	75.0%	78.0%	78.0%	81.0%
Median Earnings 2 nd Quarter After Exit	\$6,380	\$6,400	\$6,680	\$6,700
Credential Attainment within 4 Quarters After Exit	54.4%	50.0%	56.4%	52.0%
Wagner-Peyser				
Employment Rate 2 nd Quarter After Exit	66.0%	66.0%	68.0%	68.0%
Employment Rate 4 th Quarter After Exit	68.0%	68.0%	70.0%	70.0%
Median Earnings 2 nd Quarter After Exit	\$4,600	\$4,600	\$4,800	\$4,800
Youth				
Employment Rate 2 nd Quarter After Exit	60.0%	52.0%	63.0%	55.0%
Employment Rate 4 th Quarter After Exit	58.0%	55.0%	61.0%	58.0%
Credential Attainment within 4 Quarters After Exit	57.0%	57.0%	59.0%	59.0%
Adults Served				9360
Adults Enrolled in Training				281
Youth Served				174
Youth in Work-Based Learning Activity				43
Businesses Served				301
New Business Customers Served				30
Small Business Customer Served				75

SECTION VII- SUBMISSION INFORMATION AND REQUIREMENTS

A. General Submission Information

To be considered for funding, entities must submit a proposal along with other supporting documentation in accordance with the instructions in this RFP. When evaluating a proposal, the review committee will consider how well the respondent has complied with these instructions and provided the required information. The CCWDB reserves the right to request clarifications from any bidder regarding information in their proposals.

Bidders can contact the CCWDB by email at paazam@co.cumberland.nc.us during the technical assistance (Q&A) period (prior to the bidders' conference on March 7, 2017) to request clarification that may be needed to comply with these instructions. Questions are considered public information and will be accepted by email only.

Each proposal will initially be evaluated for acceptability, with an emphasis placed on completeness and responsiveness to requisite criteria identified within the RFP. The following minimum criteria will be used to determine which proposals will be reviewed and ranked by the committee:

- Demonstrated ability to lead a large, multi-faceted operation consisting of work performed by individual partnering agencies and/or contractors;
- All required services for which they are bidding are addressed;
- All requested information and documentation is included in the application package; and
- The proposal is submitted in accordance with the RFP.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-**

re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.

- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

OFFEROR'S REPRESENTATIVE: Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal. Unsigned proposals will not be considered.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.

One original and six copies of the proposal will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm.

1. Proposal Checklist

All proposals must contain the following documents:

- Executive Summary (no longer than one page)
- Proposal Narrative – Responses to questions (no longer than 15 pages)
- Budget Narrative
- Signed Certificate of Assurances (Refer to attachment)

2. Response Questions

Bidders must provide responses in narrative format to each item/question listed below. Responses must be associated with the specific questions provided. **Proposals must include the exact questions as written below.** There are 100 points possible. Proposals will be ranked based on the evaluation criteria outlined below. The rankings will be used as a guide for discussion and determination of the recommendation to the Cumberland County Workforce Development Board and Cumberland County Board of Commissioners.

Resource materials relating to the Workforce Innovation and Opportunity Act programs which may aid in preparing proposals are available online at the following sites.

- For U.S. DOL Employment and Training - Employment Guidance Letters: <http://wdr.doleta.gov/directives/>
- For NCWorks: <https://www.ncworks.gov/vosnet/Default.aspx>
- Refer to attachment for CCWDB's Local Policies

A. Experience and Philosophy (30 points)

Describe your experience with and/or philosophy regarding the following:

- a. Visionary leadership while operating within structured rules and guidelines.
- b. Fostering collaboration and partnerships.
- c. Operating in an environment with functional supervision (staff reporting to other agencies' management in addition to their own agency's management).
- d. Monitoring system integrity.
- e. Measuring customer satisfaction and staff morale and implementing changes as necessary.
- f. Information sharing across a variety of partners and programs.
- g. Working on diverse/divergent issues or agendas to reach outcomes.
- h. Serving diverse customers including employers, economically disadvantaged individuals with little or no work experience, individuals with disabilities, dislocated workers with experience, and young adults.
- i. Delivering integrated services in a model and customer flow similar to that provided earlier in the RFP.
- j. Operating WIOA programs and/or related programs that assist jobseekers in finding jobs and/or businesses in gaining value-added employees and corresponding maintenance of a website for public disclosure of those services and marketing techniques used to attract new clients eligible for services.

- k. Performance management and capacity to carry out your proposed program design for integrated services. Include the number of people that would work as part of your proposed program/service delivery and the skill sets of each. Describe your experience in managing federally subsidized programs, including knowledge and experience with federal funding sources and performance measures. If you have no experience with federal subsidized funding, describe your experience managing workforce development programs from other funding sources. Demonstrate how you previously partnered with other organizations to achieve your necessary outcomes.
- l. Understanding federal and state laws and/or workforce or related laws, including the Workforce Innovation and Opportunity Act.
- m. Discuss any other areas of experience you would like the review committee to know about as it relates to this RFP.
- n. Please provide no less than **three and no more than five references** for organizations that have contracted with you or used your services involving projects of a similar scope and nature as identified in this RFP. Include the following information for each reference: company name, point of contact name, company address, company email address, company phone number, point of contact phone number, and years of comparable service provided to the reference, and title of program or services provided for stated reference.

B. Approach (50 points)

- a. Describe how you will approach achieving a mutually beneficial relationship between the Cumberland County NCWorks Career Center, the CCWDB, Center Partners, Center Contractors, and the Operator.
- b. Describe your initial suggestions for ways your skills and abilities can be utilized to reach the goals set forth in the RFP, and include specific examples of ideas for reaching the One-Stop Operator goals listed within this RFP.
- c. Describe your approach to supporting the Cumberland County NCWorks Career Center in achieving their program targets and service delivery goals.
- d. Describe your approach to supporting and guiding Business Services, and suggest one idea regarding how the Operator can be a benefit to the Business Services Representative and/or business customers.
- e. Describe what you are most excited about regarding this opportunity, and describe what you believe will be your biggest challenge(s).
- f. List the qualifications of the individual suggested to serve as the One-Stop Operator. If this individual is not known, describe the required qualifications and core competencies to be included in the job posting.
- g. Discuss your suggestion for how performance on this contract should be measured.

C. Assurances and Flexibility (10 points)

- a. Provide an assurance that your entity has the willingness and ability to operate in a functionally integrated environment and positively work through difficult partnership issues with all parties involved should such incidents arise.
- b. Provide an example of a time you were responsible for working through a difficult partnership issue to reach agreement and your role in that situation.
- c. Provide an assurance that your entity will work with the CCWDB during the process to select the One-Stop Operator, and describe how that will take place.

D. Budget/Narrative (10 points)

Provide a detailed line item budget, not to exceed \$230,000. All costs should be accounted for in the budget lines items supported by a strong narrative justifying why the funds are needed/critical to the program.

Funds awarded under this RFP will be made available to a selected contractor under a fixed rate contract. The initial contract term for one year beginning July 1, 2017 and ending June 30, 2018. An option for two (separate) one-year extensions, if approved, may be executed contingent upon funding availability and contractor performance. Federal funding is the primary sub-grant support for the One-Stop Career Center. For planning purposes, the respondent to this RFP should assume no more than level funding for each program year, as program funding cannot be guaranteed from year to year. Future Fiscal Year amounts are subject to changes based on allocations, therefore, proposers should be aware that subsequent contract amounts, if any, are subject to change based on fluctuations in

Federal awards

Please use this section to describe:

1. Budget assumptions
2. Sources of leveraged funds, if any
3. Unique expenditures
4. In-kind resources
5. Other budget information you would like the evaluation committee to consider

Respondent's proposed budgets must be within the amount indicated above and must be reasonable based on proposed service level and service delivery plans. The amount awarded will be determined on a competitive basis, but not necessarily based on the lowest proposed cost. The leveraging of additional funds, while not required, will enhance a proposal.

Subsequent revisions and negotiations of final contract budgets may be required due to funding award decisions.

SECTION VIII- THE PROCUREMENT PROCESS

A. Prohibited Communications

From the issuance date of this RFP through the date the contract is awarded, each offeror (including its subcontractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser, department secretary, agency head, members of the General Assembly, and/or Governor's Office), or private entity, and the communication discussed in the content of the offeror's proposal or qualifications, the contents of another offeror's proposal, another offeror's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that has the effect of directly influencing the evaluation of proposals and/or the award of the contract. Offerors not in compliance with this provision shall be disqualified from contract award, unless it is determined that the best interest of Cumberland County government would not be served by the disqualification. An offeror's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e. the issuance date of the procurement to the date of contract award). Only discussions, communications, or transmittals of information authorized by the issuing agency in this RFP or general inquiries to the purchaser regarding the status of the contract award are exempt from this provision.

B. Process Description

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. There will be a Bidders' Conference that can be attended in person or by telephone. Participation is not required.
3. Responses to this RFP should be economically prepared, with emphasis on completeness and clarity of content. The proposal, as well as any reference materials presented, must be typed in English in at least 12-point font and must be on standard 8 1/2" by 11" paper with no less than one inch margins. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated by a best value trade-off method based on the criteria previously identified

C. Proposal Evaluation Criteria

Cumberland County retains the right to reject, in its sole discretion, any and all proposals and/or responses to this Request for

Offeror's Company Name: _____

Proposals. Cumberland County reserves the right to select a vendor based on factors other than lowest bidder to ensure the highest quality performance that best meet the needs of the County.

Evaluators will randomly select at least three of offeror's references. Evaluators reserve the right to contact all listed references if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to Cumberland County government.

In addition to any other evaluation criteria identified in Cumberland County government agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of Cumberland County government:

1. Total cost to Cumberland County government
2. Level of quality provided by the vendor process capability across multiple jurisdictions
3. Protection of Cumberland County government's information and intellectual property Availability of pertinent skills
4. Availability of pertinent skills
5. Ability to understand Cumberland County government's business requirements and internal operational culture
6. Risk factors such as the security of Cumberland County government's information technology
7. Relations with citizens and employees Contract enforcement jurisdictional issues

Offerors are cautioned that this is a request for offers, not a request to contract, and Cumberland County government reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of Cumberland County government.

Offeror's Company Name: _____

SECTION IX - EXECUTION OF PROPOSAL

By submitting this proposal, the potential Contractor certifies the following:

- o This proposal is signed by an authorized representative of the firm.
- o It can obtain insurance certificates as required within 10 calendar days after notice of award.
- o The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- o All labor costs, direct and indirect, have been determined and included in the proposed cost.
- o The offeror can and will provide the specified performance bond or alternate performance guarantee (*if applicable*).
- o The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- o The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposal and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services for a total cost as detailed on the Budget Summary and Budget Detail forms.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States? Yes No (If yes, describe in technical proposal.)

BY: _____ TITLE: _____ DATE: _____
(Authorized Offeror's Printed Name)

(Authorized Offeror's Signature)

**This page must be signed and included in your proposal.
Unsigned proposals will not be considered.**

ACCEPTANCE OF PROPOSAL (Cumberland County)

BY: _____ TITLE: _____ DATE: _____

SECTION X - GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** Cumberland County government shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of Cumberland County government of North Carolina we solicit your cooperation in this effort.

6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offeror's sole responsibility; Cumberland County government of North Carolina will not reimburse any offeror for any costs incurred prior to award.
7. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
8. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless Cumberland County government's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offeror's proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of Cumberland County government, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
9. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of Cumberland County government when received.
10. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
11. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
12. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Cumberland County government invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Offeror's Company Name: _____

13. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
14. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored.
15. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
16. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

SECTION XI- NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, Cumberland County government shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of Cumberland County government, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to Cumberland County government for damages sustained by Cumberland County government by virtue of any breach of this contract, and Cumberland County government may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due Cumberland County government from such breach can be determined. Cumberland County government reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to Cumberland County government.

In case of default by the Vendor, Cumberland County government may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, Cumberland County government may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with Cumberland County government.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. Cumberland County government reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to

Offeror's Company Name: _____

purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in Cumberland County government that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

- b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of Cumberland County government of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save Cumberland County government, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of Cumberland County government of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether Cumberland County government is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, Cumberland County government Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9).
12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, Cumberland County government may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate Cumberland County government to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, Cumberland County government may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Offeror's Company Name: _____

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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

14. **GENERAL INDEMNITY:** The Vendor shall hold and save Cumberland County government, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that Cumberland County government has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against Cumberland County government's agents who are involved in the delivery or processing of Vendor goods or services to Cumberland County government. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with Cumberland County government.
16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Cumberland County government's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of Cumberland County government's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE:** Cumberland County government may terminate this contract at any time by providing 30 days' notice in writing from Cumberland County government to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of Cumberland County government, become its property. If the contract is terminated by Cumberland County government as provided in this section, Cumberland County government shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.
19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of Cumberland County government.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by Cumberland County government for use in connection with the performance of this contract or purchased by or for Cumberland County government for this contract, and Vendor will reimburse Cumberland County government for loss or damage of such property while in Vendor's custody.
21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall be an become the property

Offeror's Company Name: _____

of Cumberland County government, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to Cumberland County government; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants Cumberland County government a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to Cumberland County government of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to Cumberland County government in writing, prior written approval must be obtained from Cumberland County government agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a State contract to a location outside of the United States.

23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by Cumberland County government and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

26. **WAIVER:** The failure to enforce or the waiver by Cumberland County government of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to Cumberland County government under applicable law.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager



CUMBERLAND
COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF FEBRUARY 2, 2017
MEETING OF THE FINANCE COMMITTEE

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER 

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: JANUARY 24, 2017

SUBJECT: CONSIDERATION OF NORTH CAROLINA HOUSING FINANCE AGENCY ESSENTIAL SINGLE FAMILY REHABILITATION LOAN POOL-DISASTER RECOVERY FUNDING AGREEMENT AND ASSISTANCE, PROCUREMENT AND DISBURSEMENT POLICIES

Presenters: Tracy Jackson, Asst. County Manager
Sylvia H.-McLean, Community Development Director

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND:

The North Carolina Housing Finance Agency announced the availability of funds under the Disaster Recovery cycle of the Essential Single-Family Rehabilitation Loan Pool Program (ESFRLP-DR). The ESFRLP-DR is funded through the North Carolina Housing Trust Fund. A total of fifteen million dollars is available in this cycle. The goal is to make a positive impact on the affordable housing stock by encouraging rehabilitation of existing single family owner-occupied housing units damaged by Hurricane Matthew and other storms listed in the Disaster Recovery Act of 2016.

Cumberland County is one of the designated counties and recently received notification of approval for funding for an initial amount of \$150,000. Cumberland County is considered as a Member of the "ESFR Loan Pool," and \$150,000 has been allocated for a minimum of three eligible homeowner rehabilitation projects. As a Member, we will become eligible to reserve additional funds, on a unit-by-unit, first-come, first-served basis, from the remaining pool of funds after completing the initial three units.

Assistance can be provided to qualified households with incomes at or below 100% of the area median income for Cumberland County. The assistance provided to the eligible homeowners (owner-occupant) for funds associated with the rehabilitation of their property damaged by Hurricane Matthew will be in the form of: 1) \$5,000-\$25,000 – unsecured deferred, interest-free loan, forgiven at the rate of \$5,000 per year, until the principal balance is reduced to zero; 2) \$25,001-\$40,000 – secured deferred, interest-free loan, forgiven at the rate of \$5,000 per year, until principal balance is reduced to zero.

Attached are Funding Agreement, Assistance Policy, Procurement and Disbursement Policy, which must be approved and executed as a part of the funding requirement.

RECOMMENDATION AND PROPOSED ACTION:

Staff recommends the Board of Commissioners to:

- Approve the Essential Single-Family Rehabilitation Loan Pool-Disaster Recovery Assistance Policy as well as the Procurement and Disbursement Policy; and
- Authorize the County Manager to execute the North Carolina Housing Finance Agency Essential Single -Family Rehabilitation Loan Pool-Disaster Recovery Funding Agreement and Post Approval Documentation; and
- Approval of Budget Ordinance Amendment B171057 in the amount of \$150,000 to recognize revenue from the NC Housing Finance Agency (NCFHA). These funds will be used toward the rehabilitation of at least three homes in Cumberland County that were damaged due to Hurricane Matthew.

Please note this amendment does not require additional county funds.

CUMBERLAND COUNTY COMMUNITY DEVELOPMENT
ASSISTANCE POLICY
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL-DISASTER
RECOVERY



Cumberland County Community Development has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the Essential Single-Family Rehabilitation Loan Pool-Disaster Recovery (“ESFRLP-DR”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation owner-occupied homes damaged by Hurricane Matthew, Tropical Storms Julia and Hermine. The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Cumberland County Community Development has been allocated an initial set-aside of \$150,000 which it plans to apply toward the rehabilitation of at least three houses in Cumberland County. After demonstrating successful use of the initial set-aside, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP-DR loan pool.

This Assistance Policy describes who is eligible for assistance under ESFRLP-DR, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Cumberland County Community Development has designed the ESFRLP-DR project to be fair, open and consistent with its approved application for funding and with ESFRLP-DR Program Guidelines.

Who is Eligible to Apply?

There are five major requirements to be eligible for ESFRLP-DR assistance:

- 1) The housing unit to be rehabilitated with ESFRLP-DR funds must be located in Cumberland County, but outside the city limits of Fayetteville, and must be owner-occupied;
- 2) The gross annual household income must not exceed 100% of the Area Median Income for the County (see income limit table below);
- 3) The home must have received at least \$5,000 of damage from Hurricane Matthew.
- 4) The cost of rehabilitation cannot exceed the ESFRLP-DR Program limit of \$40,000.
- 5) The homeowner cannot have been approved to receive a loan from the Small Business Administration to repair damages to their home due to Hurricane Matthew.

Unfortunately, not all homes can be rehabilitated to meet either the local minimum housing standard or the Essential Rehabilitation Standard with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all the following requirements:

- The property must require at least \$5,000 of improvements to meet the Essential Property Standard or the local minimum housing code.
- Site-built and off frame modular units are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a full masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care). Program funds may only be used to improve the residential portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Cumberland County’s Community Development Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Cumberland County Community Development staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property may be located in the 100 year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must be in compliance with Cumberland County’s flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. *(Cumberland County will verify whether the home is in the flood plain.)*

**2016 Income Limits for Cumberland County’s
Essential Single-Family Rehabilitation Loan Pool-Disaster Recovery**

Number in Household	*50% of Median Income (“Very Low”)	*80% of Median Income (“Low”)	100% of Median Income
1	\$18,300	\$29,250	\$36,600
2	\$20,900	\$33,400	\$41,800
3	\$23,500	\$37,600	\$47,000
4	\$26,100	\$41,750	\$52,200
5	\$28,200	\$45,100	\$56,400
6	\$30,300	\$48,450	\$60,600
7	\$32,400	\$51,800	\$64,800
8	\$34,500	\$55,150	\$69,000

*Income limits are subject to change based on annually published HUD Limits.

How are applications ranked?

There are many more ESFRLP-DR-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Cumberland County Community Development has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Cumberland County Community Development will rank applications on a first-come, first-approved, and first-served basis. Cumberland County Community Development may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered per the feasibility of the repairs and the continued first-come, first-approved, and first-served basis.

Definitions under ESFRLP-DR are:

- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household who has resided in the dwelling unit for at least 3 months prior to the submission of the family’s application).

Recipients of assistance under ESFRLP-DR will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are The Terms of Assistance Under ESFRLP-DR?

The form of ESFRLP-DR assistance is a 0% interest, forgivable loan covering the hard and soft costs associated with the rehabilitation of the home. Homeowners will receive an unsecured deferred, interest-free loan. As long as the homeowner is not in default, the loan will be forgiven at a rate of \$5,000 per year, until the principal balance is reduced to zero. Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

As long as the borrower lives in the home, no payments on the loan will be required. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible.

NCHFA may pay an amount for soft costs not to exceed \$10,000 to Cumberland County Community Development as part of the loan. Soft costs include application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/ estimating/bidding to complete the repair of the home.

What Kinds Of Work Will Be Done?

Each house selected for assistance, upon completion of the rehabilitation, must meet either NCHFA's Essential Property Standard or Cumberland County's Minimum Housing Code. These are so-called "habitability standards" which set minimum standards for decent, safe and sanitary living conditions.

These requirements are available and located in the ESFRLP-DR Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Cumberland County or anytime online at NCHFA.com.

Contractors performing work funded under ESFRLP-DR are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards.

Who Will Do The Work On The Homes?

Cumberland County Community Development is obligated under ESFRLP-DR to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these requirements, Cumberland County Community Development will invite bids only from general contractors who are part of an "Approved Contractors Registry". For additional information about procurement and disbursement procedures, please refer to the ESFRLP-DR Procurement and Disbursement Policy for Cumberland County.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.
- All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved contractors' registry are welcome to invite them to apply.

What Are The Steps In The Process, From Application To Completion?

- 1. Completing an application form:** Homeowners who wish to apply for assistance must do so by contacting Community Development, at (910) 323-6112. Proof of ownership and income will be required. Those who have applied for housing assistance from Cumberland County Community Development in the past will not automatically be reconsidered and must complete a new application form.
- 2. Client Referral and Support Services** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool - Disaster Recovery may also need other services. If the staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the County. For

households that meet the requirements of the initial application step and qualify to receive assistance through the ESFRLP-DR program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program.

3. **Preliminary inspection:** Cumberland County's Community Development Rehabilitation Specialist will visit the homes of potential eligible households to determine the need and feasibility of the home for rehabilitation.
4. **Screening of applicants:** Applications will be ranked by Cumberland County Community Development based on a first-come, first-approved, and first-served basis on the priority system outlined on page 3 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected as soon as possible. Household income will be verified for program purposes only (information will be kept confidential). Cumberland County will verify ownership of the property by conducting a title search. From this review, at least three qualified applicants will be chosen according to the priority system described above; there will be a list of two (2) alternates. Cumberland County Community Development will then submit to NCHFA an ESFRLP-DR Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP-DR assistance will be notified in writing.
5. **Pre-rehab inspection & unit evaluation:** Cumberland County's Community Development Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
6. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
7. **Lead and Other Testing:** Cumberland County Community Development will arrange for a certified firm to inspect all the pre-1978 constructed homes for potential lead, asbestos and other hazards. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
8. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry who will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Cumberland County's Community Development office located at

the 707 Executive Place, Fayetteville, NC at a specified date and time, with all bidders invited to attend.

- 9. Contractor selection:** Within 72 hours of the bid opening the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the Community Development's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
- 10. Loan closing and contract execution:** Loan documents (Legal Advice Disclosure and Promissory Note) will be prepared by Cumberland County as the lender and executed by the homeowner. The homeowner must sign a NCHFA "Legal Advice Disclosure" which documents their understanding that they have the right to hire legal representation of their choosing at the loan closing. Rehabilitation contract documents will be executed by the homeowner and contractor with Cumberland County Community Development signing on as an interested third party prior to the commencement of any construction. Cumberland County Community Development will facilitate with the loan closing.
- 11. Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home or at Community Development office. At this time, the homeowner, contractor and Cumberland County Community Development Rehabilitation Specialist will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Cumberland County Community Development Rehabilitation Specialist will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
- 12. Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Cumberland County Community Development staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
- 13. Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Community Development Rehabilitation Specialist, and the Community Development Director and reduced in writing as a contract amendment ("change order"). The owner, contractor and two Community Development staff must execute any change order agreements to the construction contract.
- 14. Progress payments:** The contractor is entitled to request two partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days.

15. Closeout: When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work.

16. Post-construction conference: Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.

17. Final loan amount determination: If, upon completion of all rehabilitation work, the contract price has changed because of change orders, Cumberland County Community Development will prepare an estoppel for a loan reduction or modification agreement for loan increases as necessary at the time of closeout of the unit to modify the loan amount. The loan will remain the property of Cumberland County, with original documents remaining there for storage and "servicing. Please note that it is the responsibility of the owner to record an estoppel if they wish.

The warranty period: It is extremely important that any problems with the work that was performed be reported by the homeowner to the Cumberland County Community Development Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting February 6, 2017.
- Applications must be turned in at the Cumberland County Community Development Office by 5:00 PM on May 31, 2017.
- Selection of units will be made before June 23, 2017.
- All rehabilitation work must be under contract by December 31, 2018.
- All rehabilitation work must be completed by June 30, 2019.

How do I request an application?

Call or Come by: Cumberland County
Community Development Department
707 Executive Place
Fayetteville, NC 28302
Phone: (910) 323-6112

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Cumberland County Community Development realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact the Community Development Administrative Coordinator II, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. Community Development will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Community Development's Fair Housing Specialist.
4. Should the mediation conference fail to resolve the dispute, the Community Development Director will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Cumberland County's Community Development final decision may appeal to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Community Development staff who are directly involved in the program, the North

Carolina Housing Finance Agency, HUD, FEMA, SBA, Emergency Management and auditors.

What about conflicts of interest? No employee or public official of Cumberland County, or entity contracting with Cumberland County, who exercises any functions or responsibilities with respect to the ESFRLP-DR project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Cumberland County Community Development staff or of Cumberland County Board of Commissioners and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Cumberland County Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under ESFRLP-DR, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Who can I contact about the ESFRLP-DR program? Any questions regarding any part of this application or program should be addressed to:

Cumberland County Community Development Department
P.O. Box 1829
Fayetteville, NC 28302-1839
(910) 323-6112

This Assistance Policy is adopted this ____ day of _____ 2017.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

BY: _____ TITLE: Chairman
Glenn B. Adams

ATTESTED BY: _____
Clerk to the Board

**CUMBERLAND COUNTY COMMUNITY DEVELOPMENT
PROCUREMENT AND DISBURSEMENT POLICY
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL-DISASTER
RECOVERY**



Procurement Procedures:

1. To the maximum extent practical, Cumberland County Community Development (CCCD) will promote a fair, open and competitive procurement process as required under the North Carolina Housing Finance agency's Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) Bids are invited from Contractors who are listed on CCCD's approved contractor registry. [To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the CCCD Housing Services Staff and submit proof of insurance (General Liability and Workers Compensation) at appropriate levels required by CCCD.]
2. Three to six eligible contractors on the CCCD approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the CCCD Housing Rehabilitation Specialist's cost estimate and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the Owner, Contractor, and two (2) County Representatives. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. CCCD reserves the right to reject any and/or all bids at any time during the procurement process.
8. In the event of a bona fide emergency situation, CCCD reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transactions will be fully documented.
9. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

Disbursement Procedures:

1. All repair work must be inspected by (a) the assigned CCCD Housing Rehabilitation Specialist, (b) a Code Enforcement Officer (when applicable) and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 10 working days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the CCCD Housing Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the CCCD Essential Single-Family Rehabilitation Loan Pool-Disaster Recovery Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy.)
3. CCCD assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a mechanic's and materials lien waiver, duly notarized, prior to disbursement of funds.

This Procurement and Disbursement Policy is adopted this the ____ day of _____, 2017.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

By: _____
Glenn B. Adams

Title: Chairman

Attested by: _____
Clerk to the Board

NORTH CAROLINA HOUSING FINANCE AGENCY

**Essential Single-Family Rehabilitation
Loan Pool – Disaster Recovery**

FUNDING AGREEMENT

Member: **Cumberland County**

Funding Agreement Number: **ESFRLPDR04**

NORTH CAROLINA HOUSING FINANCE AGENCY
Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery
FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is entered into on the 24th day of January, 2017, by the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and Cumberland County (the "Member").

Recitals

Whereas, the North Carolina General Assembly enacted the North Carolina Housing Trust Fund and Oil Overcharge Act, N.C.G.S. Chapter 122E (the "Act") for the purposes of providing funding for affordable housing as described therein (the "Fund"); and

Whereas, the Act also created the North Carolina Housing Partnership (the "Partnership") to establish policies for programs of the Fund; and

Whereas, the North Carolina General Assembly enacted the Disaster Recovery Act of 2016 (House Bill 2) to, inter alia, appropriate funds to the Fund to directly benefit persons and families affected by certain natural disasters; and

Whereas, the Agency has adopted policy guidelines for the operation of an Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (the "Program") from the Fund; and

Whereas, the Agency is responsible for administering the Fund and the programs of the Fund based on the policies, rules and regulations of the Partnership; and

Whereas, the Agency has advertised a Notice of Funding Availability for funding under the Program and invited applications to participate in the Program; and

Whereas, the Application of the Member identified on the cover page of this Funding Agreement was received, evaluated, and approved by the Agency and thereby made a part of this Agreement; and

Whereas, the Agency has developed Program Guidelines (the "Guidelines") dated January 2017 and as may be amended from time to time, governing the execution of the Program by the Member and their relationship to this Agreement is made explicit in section 9 of this Agreement;

Now, therefore, in consideration of the payment of ten dollars (\$10.00) by the Member to the Agency, the exchange of the mutual promises set forth herein and other good and valuable consideration the Member and the Agency mutually agree as follows:

PART A: TIME OF PERFORMANCE

Section 1: Time of Performance

(a) The Member shall begin performance of this Agreement on the 24th day of January, 2017 and shall complete performance no later than the 30th day of June, 2019 (date of completion). Any funds that are not committed under contract (pursuant to section 3.2 of the Program Guidelines) to a Program participant as of the completion date must be withdrawn from deposit and returned to the Agency, unless the Agency agrees in writing to an extension of this Agreement.

(b) The Member must make reasonable progress in the use of funds under this Agreement. Failure to do so may result, in the Agency's sole discretion, in a reduction of the amount of funds available under this Agreement.

PART B: PROGRAM FUNDING

Section 2: Grant Amount

(a) The Agency has approved a set-aside of up to \$150,000 of ESFRLP-DR funds for the Member. The Member may reserve funds from this set-aside on a unit-by-unit basis in accordance with Program Guidelines (PG) 3.2.2 & 3.2.3, within six (6) months from the date of this Funding Agreement. Any funds from this set-aside not reserved by that date shall be de-obligated and remain in the ESFRLP-DR pool for reallocation to those Members seeking funding for additional units. The funds are from the State appropriated North Carolina Housing Trust Fund – Disaster Recovery Funds and are subject to the availability of said funds. In no event shall expenditures under this Agreement exceed this Program Grant. All funds disbursed under this Agreement must be used for the repair and rehabilitation of a single-family residence that was damaged as a result of one of the following Disasters: Hurricane Matthew, Tropical Storms Julia or Hermine.

(b) Funds for additional units may be reserved from the ESFRLP-DR pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2018. Any funds, not committed under contract (pursuant to Section 3 of the Program Guidelines) to a unit as of December 31, 2018, must be withdrawn from deposit and returned to the Agency. All units must be completed and closed out by June 30, 2019.

Section 3: Disbursement of Funding

The Member will receive Program funds in accordance with the Guidelines, section 3.2 *Reservation and Disbursements*.

Section 4: Deposit of Funds

(a) Any money advanced to the Member must be deposited, tracked and documented in accordance with the Guidelines, sections 3.3 *Member Accounts* and 3.4 *Program Income*.

(b) The Agency reserves the right to require that all deposits made in eligible accounts will be subject to withdrawal by the Member and will also be subject to withdrawal by the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency to implement the requirement and will be executed prior to the initial disbursement.

(c) Checks will be delivered to the addresses provided in section 23 of this Agreement.

PART C: FINANCIAL MANAGEMENT

Section 5: Establishment and Maintenance of Accounting Records

The Member must comply with the accounting procedures of the Guidelines, Section 3.5 *Accounting System Requirements* and Section 3.6 *Record Keeping*.

Section 6: Procurement Procedures

Member shall establish written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed in accordance with the Guidelines, section 3.7 *Procurement*.

Section 7: Annual Audit Report

The Member must comply with the auditing standards and requirements of the Guidelines, section 3.8 *Financial Audit Requirements*.

PART D: PROGRAM MANAGEMENT

Section 8: Program Guidelines

This Agreement is subject to the provisions of the Guidelines, whether or not specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Guidelines. In the event of a conflict between this Agreement and the Guidelines, the Guidelines shall govern. In the event the Guidelines are revised, the Agency will forward such revisions to the Member and thereby make them a part of this Agreement. Failure of the Member to comply with the terms and conditions of the Guidelines shall be an event of default by the Member under this Agreement. Any reference to this Agreement includes the Guidelines.

The Agency may reduce, suspend, or otherwise change the disbursement of payments under this Agreement, and the Agency may terminate this Agreement if the Agency determines that the Member has failed to comply with the Agreement or the Guidelines.

Section 9: Program Documents

The Member's Program must use loans to finance eligible repairs for Program participants. The Member must comply with the documentation requirements of the Guidelines, section 4.3 *Program Documents*.

Section 10: Member Responsibility

The Member must comply with the procedures and requirements of the Guidelines, section 3.9 *Monitoring by Member*.

Section 11: Reports

The Member must comply with the procedures and requirements of the Guidelines, section 3.10 *Reporting by Member*.

Section 12: Right To Inspect

The Member must comply with the procedures and requirements of the Guidelines, section 3.11 *Monitoring by Agency*.

PART E: GENERAL CONDITIONS

Section 13: Prohibited Activity

The Member must comply with the procedures and requirements of the Guidelines, section 2.2 *Prohibited Activities*.

Section 14: Publicity

The Member must, when publicizing Program availability, act in accordance with the requirements of the Guidelines, section 4.1 *Selection of Applicants*.

Section 15: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 16: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assigns. The Member may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

Section 17: Termination of Agreement

Termination of this Agreement will be governed by the rules and requirements of the Guidelines, section 3.1 *Funding Agreement*.

Section 18: Indemnification

The Member holds harmless and indemnifies the Agency from any and all claims, including reasonable attorney's fees, for injury or damage to persons or property which may arise in connection with work performed under this Agreement or pursuant to the Member's Program.

Section 19: Litigation

The Member represents and warrants to the Agency that there is no pending or active litigation against the Member that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.

Section 20: Iran Divestment Act Certification

The Member warrants and certifies that as of the date hereof, the Member is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 Iran Divestment Act of 2015, Article 6A, as amended, of Chapter 143C of the General Statutes of North Carolina. The person signing this Agreement certifies that he or she is authorized by Member to make the foregoing certification. Member further agrees that it will not utilize on this Agreement any subcontractor that is identified on the Final Divestment List.

Section 21: E-Verify

Member agrees to comply with the requirement of N.C.G.S. 64-26(a) which requires private employers with 25 or more employees in the State of North Carolina to comply with the Federal E-Verify system for verification of all employees' legal work status.

Section 22: Prohibition of Discrimination.

The Member must consider all applications in the order in which they are received, or in any other manner designated by the Agency, on a fair and equal basis, may not arbitrarily reject an application, and may not, vary the terms of a loan or the application procedures therefore or reject an applicant in violation of any State or federal law regarding discrimination.

Section 23: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

Member:

Ms. Amy Cannon, County Manager
Cumberland County
PO Box 1829
Fayetteville, NC 28302

Agency:

Michael Handley, Manager of Housing Rehabilitation
North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609-7509

All notices or other communications hereunder (other than routine operational communications as described in the Guidelines) shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate address above. The Agency or the Member may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 24: Entire Agreement

This Agreement including the Guidelines, as may be amended from time to time, constitutes the entire Agreement between the Agency and the Member.

In Witness Whereof, the parties below have executed this Agreement on the date first written above.

Member CUMBERLAND COUNTY

Attest



Attest

By: _____
AMY H. CANNON
Its: County Manager

North Carolina Housing Finance Agency

By: 
Its: Manager of Housing Rehabilitation

**North Carolina Housing Finance Agency
Essential Single-Family Rehabilitation Loan Pool - Disaster Recovery
Post-Approval Documentation**

ESFRLPDR04	Cumberland County
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A. Instructions

Your Application for Funding under the Essential Single-Family Rehabilitation Loan Pool Disaster Recover (ESFRLP-DR) was approved for \$150,000 and assigned Funding Agreement number ESFRLPDR04. As a Member of the ESFRLP-DR “Pool”, \$150,000 has been set aside in the pool for your project and may be reserved (set up) on a unit-by-unit basis once units have been selected and required documents have been received by the North Carolina Housing Finance Agency (the Agency). In accordance with ESFRLP-DR Program Guideline (PG) 3.2.2 you may reserve funds for at least three units under your original \$150,000 set-aside. Funds for additional units may be reserved from the pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2018.

Please provide the information and documentation requested in this packet and forward it to Mark Lindquist mwllindquist@nchfa.com or FAX to Mark at 919-877-5599. The Case Manager assigned to your SFRLP project is Chuck Dopler, who can be reached at 919-981-5008 or via email at jcdopler@nchfa.com.

B. Status of Other Funds

The table immediately below summarizes the proposed amount of matching funds according to your application for funding.

Source of Funds	Amount
Volunteer labor	
Donated material	
Matching local funds	
Total of matching funds committed to the ESFRLP-DR project	- 0 -

C. Assistance Policy - Attach

Because ESFRLP-DR beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that ESFRLP-DR Members *adopt* an Assistance Policy that thoroughly and clearly identifies the eligibility criteria for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be spelled out in your Assistance Policy. Be sure to include your policy on temporary relocation, if applicable. Please submit your proposed Assistance Policy as part of the completed Post Approval Documentation to the Agency. A sample Assistance Policy is located on the NCHFA website. You may choose to use it as a template to develop your own policy.

D. Procurement and Disbursement Policies - Attach

ESFRLP-DR Members must submit a copy of their Procurement Policy that is specific to ESFRLP-DR and is written in accordance with 24CFR85.36 (for units of local government) or 24CFR84.4 (for non-profit organizations) and a copy of their Disbursement Policy, to the Agency, for review and approval. Please submit a copy of your proposed Procurement and Disbursement Policy for ESFRLP-DR, to the Agency, as part of your PAD.

E. Service Area Requirements

Your Application for Funding was approved for the following service area and amount:

Service Area	Approved Program Funds
Cumberland County	\$150,000

F. Fiscal Year and Audits. (Complete this section)

Members will be required to submit reports as required under NC State General Statute 143C-6-22 (Non-Government Organizations) or NC State General Statute 159-34 (Units of Local Government). Fiscal year begins July 1 and ends June 30.

G. Acknowledgement of Audit Compliance Reporting Responsibilities - Attach

Please have the financial person from your organization, responsible for coordinating the annual audit, complete and sign the enclosed "Audit Compliance Responsibilities" form, acknowledging its receipt. Then, return it with the completed PAD.

H. Organizational Documents. (Non-Government Organizations Only) – Not Applicable

1. Please provide a copy of your Conflict of Interest Policy in accordance with GS 143C-6-23.
2. Please provide a written statement, made under oath and completed by your board of directors or appropriate governing body stating that your organization does not have any overdue taxes, as defined by GS 105-243.1 at the federal, state and local level.
3. Please provide copies of organizational documents, including articles of incorporation, by-laws, and a listing of all directors, officers and staff.

I. Intergovernmental Agreement - Not Applicable

Please provide a copy of an intergovernmental agreement between your governmental entity and the governmental entity in which you will be providing services under ESFRLP-DR, as required by GS 160-456.

J. Minimum Housing Codes – Attach if Applicable

In those jurisdictions with an adopted minimum housing code, all units rehabilitated with ESFRLP-DR funds must meet or exceed all local codes, rehabilitation standards, ordinances and zoning ordinances upon the completion of rehabilitation if the Member is not using the Essential Property Standard. Please attach any adopted minimum housing codes in your county service area if applicable.

K. Signatory Form, W9 and Direct Deposit - Attach

1. Enclosed in the PAD packet is a Signatory Form and Certification. Please have this signed by each individual authorized by your organization's governing board who will be requisitioning ESFRLP-DR funds. Return the signed form to the Agency as part of the completed PAD. Be sure to provide a copy of the resolution passed by the governing board authorizing the requisitioning of funds by those persons whose signatures appear on the enclosed certification.
2. Enclosed is the Form W-9 Request for Taxpayer Identification Number and Certification. Please complete this form with the requested information and return the completed form with the PAD.
3. Also, enclosed is the form for electronic payments, which will allow for direct deposit of Program funds into your designated checking account. Please complete this form with the requested information and return the completed form with the PAD.

L. ESFRLP Budget for Soft Costs

Your Application for Funding was approved based partly on your itemized ESFRLP-DR Budget for Soft Costs in your application. The Agency recommended ESFRLP-DR budget for soft costs provided in the following table may reflect the budget for soft costs submitted in your ESFRLP-DR Application for Funding with an additional increase or decrease in line items.

ESFRLP-DR Soft Costs/unit		ESFRLPDR04
1.	Outreach & Advertising	\$300
2.	Environmental Review preparation	\$100
3.	Asbestos testing/clearance	\$600
\$	Radon testing	\$100
5.	LBP inspection/risk assessment	\$600
6.	LBP clearance	\$400
7.	Loan document execution, recording & legal fees	\$500
8.	Pre-rehab Inspection including scope of work	\$900
9.	Work write-ups	\$1,500
10.	Cost estimate	\$400
11.	Project & construction management	\$4,000
12.	Flood Insurance (units in Flood Hazard Zones)	\$500
13.	Post-rehab value certification	\$100
Total ESFRLP Soft Costs/unit		\$10,000

Please check the appropriate response.

- a. Member accepts Agency-recommended budget (per table above); or
 b. Member proposes to adjust the budget as follows (complete the following table)

ESFRLP-DR Soft Costs/unit		
1.	Outreach & Advertising	
2.	Environmental Review preparation	
3.	Asbestos testing/clearance	
4.	Radon testing	
5.	LBP inspection/risk assessment	
6.	LBP clearance	
7.	Loan document execution, recording & legal fees	
8.	Pre-rehab Inspection including scope of work	
9.	Work write-ups	
10.	Cost estimate	
11.	Project & construction management	
12.	Flood Insurance (units in Flood Hazard Zones)	
13.	Post-rehab value certification	
Total ESFRLP Soft Costs/unit		

N. Certification

The Member certifies that the information provided herein and herewith is complete and accurate and that, if approved by the North Carolina Housing Finance Agency, it will be made part of the Funding Agreement by reference, superseding any conflicting information contained in the original Application for Funding without otherwise affecting said Application.

Attest	Authorized Signature
	County Manager
Title	Title
Date	Date

Requisition Approval Authorization

Program: Essential Single Family Rehabilitation Loan Pool-DR
 Project: ESFRLP-DR04
 Member: Cumberland County
 Contact Name: Sylvia H.-McLean
 Address: P.O. Box 1829
 City/State/Zip: Fayetteville, NC 28302

Printed Name	Title	E-mail	Phone
Sylvia H.-McLean	Director		
Delores Taylor	Comm. Services Manager		

The above individuals are authorized to approve Requisitions for Funds for the above project.

Certifying Official	
Amy Cannon	
Title	
County Manager	
Date	

VICKI EVANS
Finance Director

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 FEBRUARY 2, 2017
MEETING OF THE FINANCE COMMITTEE**

TO: BOARD OF COMMISSIONERS
FROM: VICKI EVANS, FINANCE DIRECTOR *vge*
DATE: JANUARY 26, 2017
SUBJECT: UPDATE ON FINANCING FOR CAPITAL IMPROVEMENTS PLAN

Presenter(s): Vicki Evans, Finance Director

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND

In June 2016, after Board of Commissioner approval, the Local Government Commission approved the installment purchase financing of \$1.1 million which was a part of the first of a three-year capital improvement plan totaling approximately \$9.2 million. Since then, bond counsel has been selected and finance staff has resumed conversations with our financial advisor and bond counsel to secure financing for the remaining two years of projects totaling approximately \$8.1 million.

As we did last year, the County is planning to proceed with the financing utilizing a draw program which will establish credit availability over the last two years of projects. Last year, the County experienced some resistance from LGC staff over the draw program type of financing even though bond counsel legally supported it. In terms of timing on the part of the County, securing funds to replenish the general fund by fiscal year-end was at the forefront. By June 2016, the County and the LGC mutually agreed to limit the financing to the \$1.1 million for the purpose of replenishing fund balance. Since that time, the financing for the balance of the projects has been on hold.

As a reminder, the benefits to this type of financing include: permits and contracts are not required up front but instead will be required as projects approach their starting point; overall administrative costs (financial advisor, bond counsel, bank counsel and LGC fees) will be lower as there will be one financing as opposed to two.

The application process and meeting with the LGC, as well as a banking request for proposal for the bank draw will be required this year and at the end of project completion. Funds will be

drawn from the bank as invoices become due. Upon completion of the projects after the two years, the total amount utilized from the draw program over the two years will be financed and re-payment will begin in the third year (fiscal year 2019).

It is anticipated that public hearings and Board of Commission approval will be requested during both meetings of the Board of Commissioners in March.

RECOMMENDATION/PROPOSED ACTION

No action is necessary, for information purposes only.

VICKI EVANS
Finance Director



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 FEBRUARY 4, 2017
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE
FROM: VICKI EVANS, FINANCE DIRECTOR *VE*
DATE: JANUARY 24, 2017
SUBJECT: MONTHLY FINANCIAL REPORT – DECEMBER YTD FY17

Presenter(s): Vicki Evans, Finance Director

Estimate of Committee Time Needed: 5 Minutes

BACKGROUND

The financial report is included as of December 31, 2016.

Highlights of the general fund include:

- Revenues
 - Current real and personal property taxes are lagging slightly when compared with prior years
 - Motor vehicle tax revenues are slightly higher compared to last fiscal year
 - Sales tax is slightly higher compared to last fiscal year.
 -
- Expenditures
 - Overall general fund expenditures are now slightly higher compared with the same timeframe last fiscal year

Crown center expense summary/prepared food and beverage and motel tax

- Consistent with last month's report, Spectra is reporting slightly less overall operating expense compared with the same timeframe last fiscal year

RECOMMENDATION/PROPOSED ACTION

No action needed – for information purposes only.

Celebrating Our Past...Embracing Our Future

CUMBERLAND COUNTY REVENUE SUMMARY

GENERAL FUND	FY2017							FY2016								
	Actual					Total	Budget	%	Actual					Total	Budget	%
	Jul-Sep	Oct	Nov	Dec	Jul-Sep				Oct	Nov	Dec					
Category 10: Ad Valorem Tax																
Real, Personal, Public - Current	14,832,395	22,299,231	45,887,558	35,048,522	118,067,706	153,901,517	76.72%	13,642,225	25,359,579	46,584,228	34,075,568	119,661,600	152,104,412	0	78.67%	
Motor Vehicles - Current	12,571	4,609	4,418	6,880	28,478	0	0.00%	6,390	422	9	234	7,054	0	0.00%		
Motor Vehicle - Tax & Tag	3,285,162	1,508,272	1,281,384	1,210,901	7,285,719	15,773,637	46.19%	2,970,628	1,362,278	1,468,695	1,106,578	6,908,180	15,771,299	43.80%		
Prior Years & Other	971,478	144,060	201,369	214,133	1,531,040	2,866,000	53.42%	868,625	252,619	218,702	214,683	1,554,629	3,321,000	46.81%		
Total	19,101,606	23,956,172	47,374,729	36,480,436	126,912,943	172,541,154	73.56%	17,487,868	26,974,898	48,271,634	35,397,063	128,131,463	171,196,711	74.84%		
Category 20: Other Taxes																
Sales Tax (1¢ + Art 40 + 42+ 44+ 46)	0	2,964,680	3,433,058	3,476,619	9,874,357	40,912,780	24.14%	0	3,368,724	3,482,465	2,910,953	9,762,142	39,702,971	24.59%		
Pet Registration Fees	61,131	20,559	9,642	19,692	111,024	209,880	52.90%	44,263	21,305	17,196	22,429	105,193	284,837	36.93%		
Sales Tax Video & Telecommunications	132,195	0	0	128,761	260,956	556,500	46.89%	130,347	0	0	129,284	259,631	556,500	46.65%		
Other Taxes	227,806	142,026	61,950	87,566	519,348	1,011,300	51.35%	219,268	61,832	87,312	80,093	448,504	1,011,300	44.35%		
Total	421,132	3,127,265	3,504,650	3,712,638	10,765,685	42,690,460	25.22%	393,878	3,451,861	3,586,973	3,142,759	10,575,471	41,555,808	25.45%		
Category 30: Unrestricted Intergovernmental																
ABC Store 3.5%	0	224,236	0	0	224,236	690,000	32.50%	0	209,142	0	0	209,142	600,000	34.86%		
ABC Store Profit	0	0	0	0	0	1,400,000	0.00%	564,893	0	409,452	0	974,345	1,100,000	88.58%		
Fay Sales Tax Equalization-Original	0	0	0	0	0	2,290,000	0.00%	0	0	0	0	2,218,318	0	0.00%		
Fay Sales Tax Equalization	0	0	0	0	0	4,578,000	0.00%	0	0	0	0	4,501,358	0	0.00%		
Wade Sales Tax Equalization	0	0	0	0	0	1,000	0.00%	0	0	0	0	500	0	0.00%		
Eastover Sales Tax Equalization	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0.00%		
Stedman Sales Tax Equalization	0	0	0	0	0	132	0.00%	0	0	0	0	100	0	0.00%		
Spring Lake Sales Tax Equalization	0	0	0	0	0	356,800	0.00%	0	0	0	0	100,000	0	0.00%		
Godwin Sales Tax Equalization	0	0	0	0	0	2,300	0.00%	0	0	0	0	1,500	0	0.00%		
Other	102,527	145,603	95,270	64,784	408,184	1,186,793	34.39%	204,184	151,889	153,547	49,165	558,785	1,429,177	39.10%		
Total	102,527	369,839	95,270	64,784	632,420	10,505,025	6.02%	769,077	361,031	562,999	49,165	1,742,272	9,950,953	17.51%		
Category 40: Restricted Intergovernmental																
Health	686,938	1,694,038	929,511	113,594	3,424,081	5,825,876	58.77%	559,504	477,454	509,614	517,527	2,064,099	5,274,011	39.14%		
Mental Health Consolidation	451,064	60,682	20,940	9,335	542,021	338,345	160.20%	64,479	23,527	46,672	8,328	143,006	43,719	43.71%		
Social Services	5,862,789	3,549,064	4,200,095	4,064,416	17,676,364	50,726,418	34.85%	8,018,420	1,695,207	3,532,793	4,155,904	17,402,324	50,299,975	34.60%		
Library	78,044	0	63,266	64,968	206,278	534,946	38.56%	194,766	29,689	78,708	57,292	360,455	598,800	60.20%		
Child Support Enforcement	294,069	366,330	370,049	429,338	1,459,786	3,677,472	39.70%	607,008	1,250	309,465	367,497	1,285,220	3,862,607	33.27%		
Other	411,056	75,525	141,112	52,908	680,598	2,799,564	24.31%	152,172	428,161	58,853	102,836	742,022	2,251,452	32.96%		
Total	7,783,960	5,745,639	5,724,973	4,734,559	23,989,128	63,902,621	37.54%	9,596,349	2,655,288	4,536,105	5,209,384	21,997,127	62,614,021	35.13%		
Category 50: Licenses & Permits																
Register of Deeds	423,141	110,776	118,747	127,861	780,525	1,212,050	64.40%	388,125	123,026	103,419	121,825	736,395	1,163,232	63.31%		
Inspections	134,205	32,132	52,331	25,711	244,379	487,500	50.13%	190,740	121,032	59,180	26,767	397,719	634,500	62.68%		
Total	557,346	32,132	171,078	153,572	1,024,904	1,699,550	60.30%	578,865	244,058	162,599	148,592	1,134,114	1,797,732	63.09%		
Category 60: Sales & Service																
Animal Control	101,057	26,888	27,165	30,956	186,066	268,923	69.19%	66,893	27,993	31,631	22,766	149,283	277,885	53.72%		
Health Department	1,066,432	137,428	44,344	736,540	1,984,744	4,347,111	45.66%	654,447	631,743	432,471	322,866	2,041,527	4,359,410	46.83%		
Library Fees	45,691	12,982	14,794	12,438	85,905	194,200	44.24%	50,077	15,572	14,607	15,733	95,989	248,117	38.69%		
Sheriff Fees	657,293	223,446	244,737	25,525	1,151,001	3,873,000	29.72%	220,802	96,044	688,514	154,281	1,159,641	3,743,114	30.98%		
Social Services Fees	18,261	450	12,180	550	31,441	107,903	29.14%	15,952	7,740	150	8,878	32,720	154,587	21.17%		
Other	109,792	113,142	34,492	25,963	283,389	1,429,358	19.83%	70,393	32,261	16,899	105,713	225,266	1,370,473	16.44%		
Total	1,998,526	514,336	377,712	831,972	3,722,546	10,220,495	36.42%	1,078,565	811,353	1,184,272	630,237	3,704,427	10,153,586	36.48%		
Category 70: Miscellaneous																
Interest Income	51,950	42,845	147,222	34,515	276,532	218,741	126.42%	15,823	12,250	105,211	12,997	146,281	227,993	64.16%		
CFVMC	3,714,637	0	0	0	3,714,637	3,721,673	99.81%	3,690,982	0	0	0	3,690,982	3,721,673	99.18%		
Other	296,169	855,714	80,921	59,337	1,292,141	1,704,219	75.82%	216,528	70,137	82,002	82,556	451,223	789,026	57.19%		
Total	4,062,756	898,559	228,143	93,852	5,283,310	5,644,633	93.60%	3,923,334	82,387	187,213	95,553	4,288,486	4,738,692	90.50%		
Subtotal Category 10-70	34,027,853	34,643,942	57,476,555	46,071,813	172,330,936	307,203,938	56.10%	33,827,936	34,580,876	58,491,795	44,672,753	171,573,360	302,007,303	58.81%		
Category 90: Other Financing Sources																
Sale of Land & Buildings	10,655	10,480	(643)	7,085	27,577	0	0.00%	984	0	5,855	11,144	17,983	0	0.00%		
Gain/Loss	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0.00%		
Sale of Fixed Assets/Cash Proceeds	219,945	0	6,170	55,696	281,811	124,408	226.52%	40,342	0	151,888	1,404	193,634	0	0.00%		
Transfers	0	0	0	0	0	5,666,286	0.00%	0	956,797	0	1,458,880	2,415,677	6,674,344	36.19%		
Installment /Purchase Revenue	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0.00%		
Fund Balance - Former Health	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0.00%		
Fund Balance - Property Revaluations	0	0	0	0	0	0	0.00%	0	0	0	0	0	147,696	0.00%		
Fund Balance Maintenance/Renovations	0	0	0	0	0	0	0.00%	0	0	0	0	0	783,400	0.00%		
Fund Balance - Health	0	0	0	0	0	937,324	0.00%	0	0	0	0	0	697,481	0.00%		
Fund Balance - Special	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0.00%		
Fund Balance - Mental Health Transfer	0	0	0	0	0	3,019,050	0.00%	0	0	0	0	0	3,066,985	0.00%		
Fund Balance -Economic Incentives	0	0	0	0	0	531,159	0.00%	0	0	0	0	0	233,711	0.00%		
Fund Balance - Water & Sewer	0	0	0	0	0	250,000	0.00%	0	0	0	0	0	500,000	0.00%		
Fund Balance Appropriated	0	0	0	0	0	16,311,025	0.00%	0	0	0	0	0	14,625,905	0.00%		
Total	230,600	10,480	5,527	0	309,388	26,839,252		41,326	956,797	157,743	1,471,428	2,627,294	26,729,522			
Total General Fund	34,258,453	34,654,422	57,482,082	46,071,813	172,640,324	334,043,190	51.68%	33,869,262	35,537,673	58,649,538	46,144,181	174,200,654	328,736,825	52.99%		

GENERAL FUND SUMMARY OF OBLIGATIONS

GENERAL FUND	FY2017							FY2016						
	Actual					Budget	% Obligated	Actual					Budget	% Obligated
	Jul-Sep	Oct	Nov	Dec	Total			Jul-Sep	Oct	Nov	Dec	Total		
General Administration	5,792,012	959,687	1,498,945	1,991,627	10,242,271	20,525,444	49.90%	5,386,168	1,944,514	1,152,689	1,107,094	9,590,465	19,795,766	48.45%
Buildings & Grounds	2,064,832	812,925	425,572	517,774	3,821,103	7,023,194	54.41%	3,392,614	1,002,005	335,870	276,060	5,006,549	8,812,323	56.81%
General Government														
Debt Service	926,325	630,565	4,110,406	8,097,219	13,764,515	24,127,231	57.05%	1,040,475	726,018	4,102,851	8,173,882	14,043,226	24,877,001	56.45%
General Government Other	1,870,574	267,196	389,608	659,521	3,186,899	9,072,396	35.13%	610,682	186,008	198,362	1,439,582	2,434,634	4,834,972	50.35%
Total General Government	2,796,899	897,761	4,500,014	8,756,740	16,951,414	33,199,627	51.06%	1,651,157	912,025	4,301,213	9,613,464	16,477,860	29,711,973	55.46%
Law Enforcement														
Sheriff	8,343,333	1,097,769	1,882,795	2,836,067	14,159,964	27,115,733	52.22%	7,113,080	2,487,398	2,087,644	1,682,693	13,370,815	26,105,030	51.22%
Jail	4,912,121	2,518,403	1,515,593	2,135,691	11,081,808	23,713,411	46.73%	6,046,205	2,470,259	1,894,627	1,497,602	11,908,693	23,305,344	51.10%
Total Law Enforcement	13,255,454	3,616,172	3,398,388	4,971,758	25,241,772	50,829,144	49.66%	13,159,285	4,957,657	3,982,271	3,180,295	25,279,508	49,410,374	51.16%
Public Safety	2,006,088	474,943	566,041	806,995	3,854,067	7,696,019	50.08%	1,864,924	764,870	529,071	533,640	3,692,505	7,803,642	47.32%
Health														
Health All Other	6,792,954	1,632,871	1,997,556	2,140,924	12,564,305	23,748,085	52.91%	5,746,666	2,430,200	1,951,922	1,358,134	11,486,922	22,000,217	52.21%
Total Health Department	6,792,954	1,632,871	1,997,556	2,140,924	12,564,305	23,748,085	52.91%	5,746,666	2,430,200	1,951,922	1,358,134	11,486,922	22,000,217	52.21%
Mental Health														
Mental Health Other (County)	2,533,618	25,832	350,387	37,613	2,947,450	3,202,137	92.05%	4,935,800	62,315	46,878	40,555	5,085,548	5,814,287	87.47%
Social Services														
Social Services	11,026,322	2,429,893	4,190,719	4,505,435	22,152,369	45,012,572	49.21%	9,583,286	5,004,824	2,970,699	2,486,838	20,045,647	43,760,445	45.81%
Other DSS Programs	4,712,096	2,604,463	2,235,970	2,053,348	11,605,877	27,803,206	41.74%	5,218,272	2,224,829	2,185,262	2,265,569	11,893,932	28,221,518	42.14%
Total Social Services	15,738,418	5,034,356	6,426,689	6,558,783	33,758,246	72,815,778	46.36%	14,801,558	7,229,653	5,155,961	4,752,407	31,939,579	71,981,963	44.37%
Other Human Services														
Child Support Enforcement	1,535,239	336,603	336,917	479,560	2,688,319	5,034,751	53.40%	1,371,015	467,291	349,318	301,807	2,489,431	4,849,157	51.34%
Other HS Programs	120,999	26,843	25,920	36,285	210,047	424,380	49.50%	104,977	40,383	27,142	22,709	195,211	405,519	48.14%
Total Human Services	1,656,238	363,446	362,837	515,845	2,898,366	5,459,131	53.09%	1,475,992	507,673	376,460	324,516	2,684,641	5,254,676	51.09%
Library														
Library	3,598,157	702,055	677,844	1,115,148	6,093,204	11,281,096	54.01%	3,352,710	1,019,416	786,890	639,915	5,798,931	10,884,767	53.28%
Library Other	60,100	11,674	4,215	17,899	93,888	392,959	23.89%	119,734	28,289	16,643	21,300	185,966	452,637	41.08%
Total Library	3,658,257	713,729	682,059	1,133,047	6,187,092	11,674,055	53.00%	3,472,444	1,047,705	803,533	661,215	5,984,897	11,337,404	52.79%
Culture & Recreation	357,785	2,363	14,500	6,517	381,165	435,612	87.50%	386,003	0	0	599	386,602	466,129	82.94%
Economic Development	1,127,930	336,886	385,034	478,028	2,327,878	6,040,155	38.54%	1,181,699	476,222	402,799	313,434	2,374,155	6,311,475	37.62%
Subtotal	57,780,485	14,845,139	20,257,635	27,878,038	121,175,129	242,648,381	49.94%	57,454,310	21,334,840	19,038,667	22,161,413	119,989,230	238,700,229	50.27%
Education														
County School Current Exp	19,882,316	6,560,772	6,560,772	6,560,772	39,364,632	78,729,271	50.00%	19,473,582	6,491,194	6,491,194	6,491,194	38,947,164	77,894,329	50.00%
Goodyear Incentive	0	0	0	0	0	243,613	0.00%	0	0	0	0	0	243,613	0.00%
Sales Tax Equalization	0	0	0	0	0	845,128	0.00%	0	0	0	0	0	845,128	0.00%
FTCC Current Expense	2,656,947	885,649	885,649	1,771,298	6,199,543	10,627,787	58.33%	2,526,129	842,043	842,043	842,043	5,052,258	10,104,516	50.00%
FTCC PEG	0	0	0	0	0	47,397	0.00%	0	0	0	0	0	47,397	0.00%
FTCC Capital Outlay	0	0	23,573	2,799	26,372	901,613	0.00%	0	0	0	0	0	901,613	0.00%
Total Education	22,339,263	7,446,421	7,469,994	8,334,869	45,590,547	91,394,809	49.88%	21,999,711	7,333,237	7,333,237	7,333,237	43,999,422	90,036,596	48.87%
Total General Fund	80,119,748	22,291,560	27,727,629	36,212,907	166,765,676	334,043,190	49.92%	79,454,021	28,668,077	26,371,904	29,494,650	163,988,652	328,736,825	49.88%

CROWN CENTER EXPENSE SUMMARY (CUMBERLAND COUNTY)

	FY2017							FY2016						
	Actual					Budget	% Recognized	Actual					Budget	% Recognized
	July-Sept	Oct	Nov	Dec	Total			July-Sept	Oct	Nov	Dec	Total		
Operating Expenses														
Other	39,979	6,098	(18,855)	26,233	53,454	239,917	22.28%	81,520	(79,931)	-	25,012	26,601	377,600	7.04%
Capital Outlay	113,727	23,486	-	-	137,213	321,321	0.00%	-	-	-	-	-	-	0.00%
Roof	-	-	-	-	-	-	0.00%	-	-	-	-	-	-	0.00%
Engineer Fee	-	-	-	-	-	-	0.00%	-	-	-	-	-	-	0.00%
Global Operating Fee	2,335,902	(105,075)	-	1,115,414	3,346,241	4,461,654	75.00%	2,118,284	-	-	1,059,142	3,177,426	4,236,567	75.00%
Global Management Fee	32,514	8,128	8,128	8,128	56,898	97,542	58.33%	32,352	-	16,176	8,088	56,616	97,056	58.33%
Global Incentive Payment	-	-	-	-	-	97,542	0.00%	-	-	-	-	-	97,056	0.00%
Total Operating Expenses	2,522,122	(67,363)	(10,727)	1,149,774	3,593,806	5,217,976	68.87%	2,232,156	(79,931)	16,176	1,092,242	3,260,643	4,808,279	67.81%
Non-Operating Expenses Debt Service - Coliseum														
Federal Bond Interest Subsidy	-	8,300	-	-	-	-	0.00%	-	-	-	-	-	-	0.00%
Prin/Int BAB	-	-	19,523	-	19,523	237,046	8.24%	-	-	24,404	-	24,404	246,807	9.89%
Prin/Int RZED	-	-	11,221	-	11,221	136,242	8.24%	-	-	14,026	-	14,026	141,852	9.89%
Prin/Int 09B	-	-	-	2,775,238	2,775,238	3,266,125	84.97%	-	-	-	2,740,425	2,740,425	3,265,663	83.92%
Prin/Int BTA CIP	-	-	-	-	-	356,138	0.00%	-	-	-	-	-	356,138	0.00%
Total Nonoperating Expenses	-	8,300	30,744	2,775,238	2,805,982	3,995,551	70.23%	-	-	38,430	2,740,425	2,778,855	4,010,460	69.29%

CROWN CENTER FINANCIAL SUMMARY (GLOBAL SPECTRUM)

	FY2017							FY2016						
	Actual					Budget	% Recognized	Actual					Budget	% Recognized
	July-Sept	Oct	Nov	Dec	Total			July-Sept	Oct	Nov	Dec	Total		
Event Income														
Direct Event Income	179,303	45,633	176,608	67,434	468,978	963,622	48.67%	143,137	86,234	112,887	130,506	472,764	963,085	49.09%
Ancillary Income	60,919	57,192	44,824	79,436	242,371	423,695	57.20%	42,779	77,777	73,641	74,824	269,021	412,453	65.22%
Event Operating Income	240,222	102,825	221,432	146,870	711,349	1,387,317	51.28%	185,916	164,011	186,528	205,330	741,785	1,375,538	53.93%
Signage and Suites Income	40,397	16,143	14,854	16,316	87,710	145,588	60.25%	36,024	23,046	12,778	21,657	93,505	114,867	81.40%
Miscellaneous Income	49,163	15,636	28,189	43,842	136,830	227,000	60.28%	20,454	40,992	10,777	18,882	91,105	140,000	65.08%
Total Event Income	329,782	134,604	264,475	207,028	935,889	1,759,905	53.18%	242,394	228,049	210,083	245,869	926,395	1,630,405	56.82%
Operating Expenses (Indirect)														
Indirect Expense	910,518	339,556	361,105	364,868	1,976,047	4,559,197	43.34%	1,017,921	410,538	327,439	354,578	2,110,476	4,333,623	48.70%
Total Operating Expenses	910,518	339,556	361,105	364,868	1,976,047	4,559,197	43.34%	1,017,921	410,538	327,439	354,578	2,110,476	4,333,623	48.70%
Event Inc over Operating Exp	(580,736)	(204,952)	(96,630)	(157,840)	(1,040,158)	(2,799,292)		(775,527)	(182,489)	(117,356)	(108,709)	(1,184,081)	(2,703,218)	

CUMBERLAND COUNTY REVENUE SUMMARY

PREPARED FOOD & BEVERAGE	200	FY2017							FY2016						
		Actual					Budget	% Recognized	Actual					Budget	% Recognized
		Jul-Sep	Oct	Nov	Dec	Total			Jul-Sep	Oct	Nov	Dec	Total		
Category 10: Ad Valorem Tax															
1225 Interest & Penalty - Food & Occupancy		9,384	2,688	5,097	4,087	21,256	50,000	42.51%	14,827	3,459	3,509	1,723	23,518	50,000	47.04%
Category 20: Other Taxes															
1015 Food & Beverage Tax		1,613,739	526,754	511,097	525,631	3,177,221	5,818,385	54.61%	1,573,241	492,555	447,892	583,070	3,096,758	5,507,413	56.23%
1120 Food & Beverage Tax - All Prior		31,318	9,922	1,183	5,098	47,521	50,000	95.04%	26,711	7,886	1,284	4	35,885	50,000	71.77%
Total		1,645,057	536,676	512,280	530,729	3,224,742	5,868,385	54.95%	1,599,952	500,441	449,176	583,074	3,132,643	5,557,413	56.37%
Category 70: Miscellaneous															
7002 Interest Income		159	(159)	0	0	0	350	0.00%	159	514	444	528	1,645	350	470.00%
7662 Returned Check		-	-	-	-	-	-	0.00%	-	-	-	-	-	-	0.00%
Total		159	(159)	-	-	-	350	0.00%	159	514	444	528	1,645	350	470.00%
Category 90: Other Financing Sources															
9901 Fund Balance Appropriated		-	-	-	-	-	1,664,067	0.00%	-	-	-	-	-	2,102,780	0.00%
Total Prepared Food & Beverage		1,654,600	539,205	517,377	534,816	3,245,998	7,582,802	54.84%	1,614,938	504,414	453,129	585,325	3,157,806	7,710,543	56.31%

CIVIC CENTER MOTEL TAX	601	FY2017							FY2016						
		Actual					Budget	% Recognized	Actual					Budget	% Recognized
		Jul-Sep	Oct	Nov	Dec	Total			Jul-Sep	Oct	Nov	Dec	Total		
Category 10: Ad Valorem Tax															
1225 Interest & Penalty - Food & Occupancy		-	-	-	-	-	-	0.00%	-	-	-	-	-	-	0.00%
Category 20: Other Taxes															
2600 Room Occupancy Tax - Auditorium		374,947	113,806	161,608	144,947	795,308	1,308,686	60.77%	378,855	106,667	115,141	88,119	688,782	1,190,340	57.86%
2605 Room Occupancy Tax - All Prior		-	-	-	-	-	-	0.00%	-	-	-	-	-	-	0.00%
Total		374,947	113,806	161,608	144,947	795,308	1,308,686	60.77%	378,855	106,667	115,141	88,119	688,782	1,190,340	57.86%
Category 70: Miscellaneous															
7002 Interest Income		-	-	-	-	-	-	0.00%	98	248	157	173	676	-	0.00%
Category 90: Other Financing Sources															
9901 Fund Balance Appropriated		-	-	-	-	-	-	0.00%	-	-	-	-	-	27,767	0.00%
Total Civic Center Motel Tax		374,947	113,806	161,608	144,947	795,308	1,308,686	60.77%	378,953	106,915	115,298	88,292	689,458	1,218,107	57.92%