



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
JUNE 4, 2018
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1 Including Changes to the Agenda Pg. 390

3. DISCUSSION ITEMS - NO ACTION

3.1 Planning and Development - Recognition of Duke Energy for Helping Homes Fund and Rebate programs Pg. 3

4. DISCUSSION ITEMS FOR ACTION AT JUNE 18, 2018 MEETING

- 4.1 County Manager - Request for Funds to Begin the Replacement of R. Brown McAllister Pg. 5
- 4.2 Finance - Kannapolis City School Paving Request Pg. 8
- 4.3 Board of Commissioners - Creation of an Early Childhood Task Force Pg. 18
- 4.4 DHS - FY19 HCCBG Funding Plan Pg. 20
- 4.5 DHS - Human Services Transportation Maintenance Contract Pg. 88
- 4.6 DHS - Review and Award Contract for Secondary Transportation Services Pg. 152
- 4.7 DHS - Transportation System Safety Plan Pg. 214
- 4.8 EMS - Renewal of Non-Emergency Transport Franchise Agreement with American Transmed Pg. 326
- 4.9 Finance - Limited Obligation Bonds 2018 (Update on Debt Issuance) Pg. 335
- 4.10 Finance - Resolution Authorizing Cabarrus County to Engage in Electronic Payments Under New Administrative Rules Pg. 343
- 4.11 Finance - Update of Capital Project Fund Budgets and Related Project Ordinances Pg. 351
- 4.12 Finance - Workers' Compensation Fund Budget Amendment Pg. 374
- 4.13 Infrastructure and Asset Management - Transfer of Surplus Vehicle to Allen Volunteer Fire Department Pg. 378
- 4.14 Tax Administration - Refund Request - Fullerton Place Homeowners Association, Inc. Pg. 381
- 4.15 Board of Commissioners - General Budget Discussion Pg. 385

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 386

6. CLOSED SESSION

6.1 Closed Session - Pending Litigation and Economic Development Pg. 391

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Planning and Development - Recognition of Duke Energy for Helping Homes Fund and Rebate Programs

BRIEF SUMMARY:

Cabarrus County has been participating in programs that Duke Energy has made available to the jurisdiction in conjunction with the state Weatherization program. Duke has provided funding to replace appliances for Duke Energy customers, provided health and safety improvements and more. Additionally, Duke has a rebate program that allows the county to obtain rebates on Weatherization work performed on the homes of Duke Energy customers. These funds are then used to expand the Weatherization program. These funds have allowed us to replace HVAC units for families that could not get Heating and Air Repair and Replacement services, repair roofs in order to Weatherize and perform other needed repairs on their homes. Please join me in acknowledging the great opportunities Duke Energy has provided to our citizens in need. These programs are available for low income families that are Duke Energy customers.

REQUESTED ACTION:

Acknowledge Duke Energy for providing energy efficiency programs to our citizens.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Planning and Development Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

County Manager - Request for Funds to Begin the Replacement of R. Brown McAllister

BRIEF SUMMARY:

Cabarrus County Schools is requesting the County to provide funds in the amount of \$1,510,000 to begin the process of replacing R. Brown McAllister. A memo is attached to describe the use of the funds requested. If approved, funding is available by utilizing excess funds from the construction of Mt. Pleasant Middle School (\$885,856), Mt. Pleasant Middle School contingency (\$505,086), and (\$119,058) from commissioner contingency.

REQUESTED ACTION:

Motion to move forward with funding the replacement of R. Brown McAllister on the current site.

Motion to authorize the Finance Director to prepare the budget amendment and associated project ordinances for R. Brown Mc Allister.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Kluttz, Finance Director
Tim Lowder, Director of Facilities and Construction

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [R. Brown McAllister](#)



May 25, 2018

The Honorable
Mr. Steve Morris, Chair
Ms. Diane Honeycutt, Vice Chair
Ms. Liz Poole
Mr. Lynn Shue
Mr. Blake Kiger
Cabarrus County Board of Commissioners
65 Church Street, SE
Concord, NC 28026

Re: Request for funds to begin replacement of R. Brown McAllister

Dear Board of Commissioners:

As outlined in our 10-year plan, Cabarrus County Schools plans to open the replacement of R. Brown McAllister Elementary School in August 2020. To meet our goal, CCS is requesting \$1,510,000 to begin the project (see details below).

| | | |
|---------------------------|-----------------------------|--------------------|
| Construction | First phase of design/build | \$900,000 |
| Land Acquisition | | \$500,000 |
| Administration Fees/Legal | Legal and advertising costs | \$40,000 |
| Engineers | First phase of testing | \$70,000 |
| Total | | \$1,510,000 |

Sincerely,

Cindy Fortenbaugh, Chair
Cabarrus County Board of Education

Cc: Carolyn Carpenter, Mr. Barry Shoemaker, Dr. Robert Kirk, Mr. Vince Powell, Mr. Rob Walter, Mr. David Harrison



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Finance - Kannapolis City School Paving Request

BRIEF SUMMARY:

The FY19 Capital Improvement Projects include a \$1,000,000 request from Kannapolis City Schools for paving at A L Brown High School. The Capital Reserve Fund has \$1,005,086 in unused contingency from the completed Mt. Pleasant Middle School Project. Management has discussed the possibility of using \$500,000 of this balance to help fund 1/2 of the paving request at A L Brown High School and the remaining \$505,086 for a future Cabarrus County School project need.

REQUESTED ACTION:

Motion to approve the use of \$500,000 in Capital Reserve Funds for 1/2 of the paving request at A L Brown High School and to approve the associated Budget Amendment and Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [KCS CIP Request for Paving](#)
 - ☐ [AL Brown Paving BA](#)
 - ☐ [Fd 364 School Construction Proj Ordinance](#)
 - ☐ [Fd 450 Capital Reserve Proj Ord](#)
-

Capital Improvement Plan

Department: Kannapolis City Schools
Function: Education
Project Title: A.L. Brown Repaving
 Student/Bus Parking
Type: Replacement
Status: In Progress
Total Cost: \$ 1,000,000



Project Description

We would replace the asphalt in the student parking and bus parking lots with concrete.

Background & Justification/Status

These parking lots have not been paved or repaired in over 20 years. They receive lots of use from student cars and activity buses each day.

Impact If Not Funded and Maximum Time it Can be Delayed

We are close to losing the parking lots and if this happens we do not have an alternative place to park the students and buses. This project can not be delayed.

| Project Costs | FY 2018 Adopted | FY 2019 Proposed | FY 2020 Planning | FY 2021 Planning | FY 2022 Planning | FY 2023 Planning | Future Years |
|-------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------|
| Planning/Design | | | | | | | |
| Land/Acquisition | | | | | | | |
| Construction | | 1,000,000 | | | | | |
| Building Improvements | | | | | | | |
| Equipment | | | | | | | |
| Other | | | | | | | |
| Total | \$ - | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Funding Sources | | | | | | | |
| General Fund | | | | | | | |
| Capital Reserve Fund | | | | | | | |
| Multi Year Fund | | | | | | | |
| Debt | | | | | | | |
| Grants | | | | | | | |
| Permits/Fees | | | | | | | |
| Other-TBD | | 1,000,000 | | | | | |
| Total | \$ - | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | | | | | | | |
| Salaries & Benefits | | | | | | | |
| Materials & Supplies | | | | | | | |
| Contracts & Services | | | | | | | |
| Capital Outlay | | | | | | | |
| Other | | | | | | | |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Attachment number 1 in

Budget Revision/Amendment Request

Date: 6/18/2018

\$ 500,000.00

Dept. Head: Susan Fearington (prepared by Sarah Chesley)

Department: Finance - 364 School Construction Fund

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment moves unused contingency funds in the amount of \$500,000.00 from the Mt. Pleasant Middle School Contingency to a new project for AL Brown in the 364 School Construction Fund.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|-----------------------------|--------------------------------------|-----------------|-----------------|-----------------|----------------|
| 450 | 9 | 7220-9708 | Contribution to Capital Project Fund | 61,319,959.10 | 500,000.00 | - | 61,819,959.10 |
| 450 | 9 | 7332-9660 | Contingency - MPMS | 1,005,086.00 | | 500,000.00 | 505,086.00 |
| | | | | | | | |
| 364 | 6 | 7407-6921 | Contribution from Capital Reserve | - | 500,000.00 | | 500,000.00 |
| 364 | 9 | 7407-9830 | Other Improvements | - | 500,000.00 | | 500,000.00 |

Budget Officer

☐ Approved

☐ Denied

Signature

Date

County Manager

☐ Approved

☐ Denied

Signature

Date

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

CABARRUS COUNTY SCHOOL CONSTRUCTION PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the projects are listed in section D. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
 - a. It is estimated that the following revenues will be available to complete capital projects as listed.

| | |
|------------------------------------|-----------|
| General Fund Contribution | \$145,309 |
| Capital Reserve Contribution | 4,328,030 |
| Capital Projects Fund Contribution | 244,612 |

| | |
|-----------------------|--------------------|
| TOTAL REVENUES | \$4,717,951 |
|-----------------------|--------------------|

- C. The following appropriations are made as listed.

| | |
|---|-----------|
| Site Evaluations-Multiple Schools | 30,000 |
| Kannapolis Intermediate Renovations-Carver Elem | 1,620,025 |
| CBTC Campus Renovations, Safety, Security | 184,075 |
| CBTC A/C Units Replacement Phase II | 105,000 |
| Concord Middle School Roof | 968,853 |
| Harrisburg Elementary School Roof | 685,531 |
| Cox Elementary Sewer Relocation | 25,000 |
| Patriots Elementary Mobile Units | 122,100 |
| RCCC – HVAC Replacement | 100,000 |
| AL Brown – Other Improvements | 500,000 |
| J.N. Fries Middle School Other Improvements | 300,000 |
| Available Other Improvements | 77,367 |

| | |
|---------------------------|--------------------|
| TOTAL EXPENDITURES | \$4,717,951 |
|---------------------------|--------------------|

| | |
|-----------------------------------|--------------------|
| GRAND TOTAL – REVENUES | \$4,717,951 |
| GRAND TOTAL – EXPENDITURES | \$4,717,951 |

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained

herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18th day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

| | |
|---|---------------------|
| Contributions from General Fund | \$79,684,286 |
| Contributions from CVB | 573,771 |
| Contribution from Capital Projects Fund | 338,309 |
| Interest on Investments | 560,142 |
| TOTAL REVENUES | \$81,156,508 |

- D. The following appropriations are made as listed:

| | |
|--|------------|
| Mt. Pleasant Middle School | 3,627,164 |
| Royal Oaks Elementary | 4,476,490 |
| Kannapolis Middle School | 5,018,148 |
| Odell 3-5 Elementary School | 19,755,175 |
| Kannapolis Intermediate Renovation(Carver) | 1,520,978 |
| CBTC Campus Renovations, Safety, Security | 184,075 |
| CBTC A/C Unit Replacement Phase II | 105,000 |
| Concord Middle School Roof | 884,359 |
| Harrisburg Elementary School Roof | 630,306 |
| R. Brown McAllister School | 30,000 |
| RCCC – A/C Replacement | 100,000 |
| West Cabarrus High School | 8,941,495 |
| Performance Learning Center | 590,709 |
| RCCC – Advanced Technology Center | 1,580,396 |
| New CCS Elementary School | 2,437,001 |
| Community College Renovations | 280,043 |
| Cabarrus County Schools – Buses FY16 | 875,000 |
| Cabarrus County Schools – Mobile Units FY16 | 1,110,000 |
| Cabarrus County Schools yellow buses (10) FY17 | 880,000 |
| Cabarrus County Schools mobile units (20) FY17 | 2,400,000 |
| Kannapolis City Schools yellow buses (5) | 441,739 |
| School Contingency | 1,581,389 |
| IAM Facility and Warehouse | 2,141,264 |
| Downtown Parking Deck | 1,070,000 |
| Tax Collector's Office Renovation | 9,116 |
| Frank Liske Park Overflow Parking Lot | 24,908 |
| Training & Firing Range Renovations | 50,000 |
| Public Safety Training Center | 75,000 |

| | |
|--|------------|
| Carolina Thread Trail | 50,000 |
| FLP – Western Playground Restroom Facility | 375,000 |
| Arena Aisle Safety Lighting | 185,000 |
| Arena Marquee Replacement & Sign Enhancement | 112,500 |
| County Website Development | 250,000 |
| Renovations to 2325 Lake Concord Road | 195,000 |
| Courthouse Expansion | 1,100,000 |
| Arena Restroom Renovations | 100,000 |
| FLP Barn Restrooms | 102,000 |
| EMS Heart Monitors | 550,111 |
| EMS Relocation to Concord Fire #10 | 375,000 |
| Government Center Bathroom ADA | 205,000 |
| Door Access & Security Cameras - Sheriff | 70,000 |
| ITS – Fiber Infrastructure Improvements | 120,000 |
| County Facility Projects | 27,717 |
| Robert Wallace Park | 3,091,047 |
| Park Projects/CVB | 573,771 |
| J.N. Fries Middle School | 300,000 |
| A.L. Brown School | 500,000 |
| West Cabarrus HS | 860,000 |
| Other County Capital Projects | 11,194,607 |

| | |
|---------------------------|---------------------|
| TOTAL EXPENDITURES | \$81,156,508 |
|---------------------------|---------------------|

| | |
|-------------------------------|---------------------|
| GRAND TOTAL – REVENUES | \$81,156,508 |
|-------------------------------|---------------------|

| | |
|-----------------------------------|---------------------|
| GRAND TOTAL – EXPENDITURES | \$81,156,508 |
|-----------------------------------|---------------------|

Section II.

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- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.

6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18th day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Board of Commissioners - Creation of an Early Childhood Task Force

BRIEF SUMMARY:

Commissioner Elizabeth Poole has requested to discuss with the Board about the establishment of an Early Childhood Task Force Board. A statement was read at the May 24, 2018 Budget Workshop Meeting regarding this request. It is attached for reference.

REQUESTED ACTION:

Motion to establish an Early Childhood Task Force Board.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Commissioner Elizabeth Poole

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Statement](#)

Statement: Liz is unable to attend because she is at NCCAT (pronounced N Cat) this week for professional development training.

Liz, along with Deputy County Manager Pam Dubois, attended the Institute for Emerging Issues Forum earlier this year where the focus was on Early Childhood Education aka "Crib to Career."

Liz is asking for the Board of Commissioners to create an Early Childhood Task Force to study this issue in Cabarrus County and bring back to this board, and others, actions that could be taken to develop a plan of support for early childhood education.

There are over 2000 days between the time a baby is born and when he or she will begin kindergarten. During that time brain architecture is forming, creating the foundation for all future learning. Did you know that 50% of first graders did not meet reading proficiency standards at the end of the 2015-16 school year? Research shows us that reading proficiency by third grade is a key predictor of high school graduation, as well as college enrollment and completion. In a state where 67% of all jobs by 2020 will require post-secondary education and training, this isn't just an early childhood education issue - it's a workforce issue, an economic development issue and a finance issue.

Cabarrus County needs to invest early in our future.

Members of this task force would include, but not be limited to:

Deputy County Manager Pam Dubois

Commissioner Poole

Commissioner Kiger

Jackie Whitfield, early childhood advocate; faith community representative

Gina Smith, early childhood and exceptional children advocate; retired Charlotte Mecklenburg Schools; Queens University instructor

Ann Benfield, Executive Director Cabarrus Partnership for Children

Susan Horne and Megan Shuping, Cabarrus Health Alliance

Nancy Kiger, Physical Therapist Cabarrus County Schools

1 or 2 employees of the Mary Francis Wall Center - CCS (classroom provides not administrators), Meredith Lassiter and Laura Riley

1 or 2 employees of the McKnight Child Development Center - KCS (classroom providers not administrator), Jennifer Baucom

1 CCS school psychologist with experience working in early childhood

Cabarrus County Department of Human Services representative

This beginning group would determine the focus of the task force and could invite additional members to join the group.

Budget impact would be minimal (snacks) and go through Ms. Dubois. Liz would like this as placed on the June Agenda for approval.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

DHS - FY19 HCCBG Funding Plan

BRIEF SUMMARY:

The FY19 Home and Community Care Block Grant (HCCBG) funding plan is attached for review and approval by the Board of Commissioners. The plan has been prepared, reviewed, and approved by the HCCBG Advisory Committee. The Department of Human Services serves as the lead agency for the Home and Community Care Block Grant. The lead agency's primary role is to organize the committee, develop the funding plan for the grant and seek approval from the Board of Commissioners for the funding plan.

The Home and Community Care Block Grant serves citizens ages 60 and older and promotes health and well-being services for qualified recipients. The grant is administered by the N.C. Division of Aging and Adult Services (DAAS). The grant provides local flexibility in that the advisory committee and the Board of Commissioners can set priorities for services the grant will fund.

REQUESTED ACTION:

Motion to approve the FY19 HCCBG funding plan as submitted by the HCCBG Advisory Committee.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [HCCBG FY19 Funding Plan](#)

Home and Community Care Block Grant for Older Adults

DAAS-731 (Rev. 2/16)

County Cabarrus

July 1, 2018 through June 30, 2019

County Funding Plan

County Services Summary

| Services | A | | | | B | C | D | E | F | G | H | I |
|--------------------------------|---------------------|---------|--------|----------------------|-------------------------|---------------------|-----------------|------------------|-----------------------------|------------------------------------|-------------------------------|-----------------------------|
| | Block Grant Funding | | | | Required Local Match | Net Service Cost | USDA Subsidy | Total Funding | Projected HCCBG Units | Projected Reimbursement Rate | Projected HCCBG Clients | Projected Total Units |
| | Access | In-Home | Other | Total | | | | | | | | |
| Trans 250 | 81221 | | | \\\\\\\\\\\\\\\\\\\\ | 9025 | 90246 | 0 | 90246 | 5145 | 17.5405 | 4500 | 46479 |
| Medical Transp 033 | 66453 | | | \\\\\\\\\\\\\\\\\\\\ | 7384 | 73837 | 0 | 73837 | 4209 | 17.5422 | 3900 | 38024 |
| In-Home II - Personal Care 042 | | 144690 | | \\\\\\\\\\\\\\\\\\\\ | 16077 | 160767 | 0 | 160767 | 8851 | 18.1637 | 25 | 8855 |
| In-Home III Personal Care 045 | | 47555 | | \\\\\\\\\\\\\\\\\\\\ | 5284 | 52839 | 0 | 52839 | 2567 | 20.5811 | 6 | 2571 |
| Congregate 180 | | | 107168 | \\\\\\\\\\\\\\\\\\\\ | 11908 | 119076 | 28628 | 147704 | 11246 | 10.5878 | 250 | 41299 |
| Home Delivered 020 | | 72427 | | \\\\\\\\\\\\\\\\\\\\ | 8047 | 80474 | 36000 | 116474 | 15949 | 5.0456 | 80 | 120000 |
| Housing/ Home Repair 140 | | | 48015 | \\\\\\\\\\\\\\\\\\\\ | 5335 | 53350 | 0 | 53350 | 0 | 0 | 55 | 0 |
| Adult Day Care 030 | | | 20613 | | 2290 | 22903 | 0 | 22903 | 667 | 34.3373 | 6 | 669 |
| Adult Day Health 155 | | | 118764 | | 13196 | 131960 | 0 | 131960 | 3201 | 41.2223 | 22 | 3203 |
| Senior Center Operation 170 | | | 89522 | \\\\\\\\\\\\\\\\\\\\ | 9947 | 99469 | 0 | 99469 | 0 | 0 | | 0 |
| | | | | \\\\\\\\\\\\\\\\\\\\ | | | | | | | | |
| | | | | \\\\\\\\\\\\\\\\\\\\ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | \\\\\\\\\\\\\\\\\\\\ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | \\\\\\\\\\\\\\\\\\\\ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | \\\\\\\\\\\\\\\\\\\\ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 147674 | 264672 | 384082 | 796428 | 88493 | 884921 | 64628 | 949549 | 51835 | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | 8844 | 261100 |

Signature, Chairman, Board of Commissioners

Date

HCCBG Budget

**DAAS-730
(Rev. 2/16)**

Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County: Cabarrus

July 1, 2018 through June 30, 2019

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families

Cabarrus County Department of Human Services
(Name of Agency/Office with lead responsibility)

Karen B. Calhoun 5/23/2018
Authorized Signature Date

Karen Calhoun, Director
(Type name and title of signatory agent)

Home and Community Care Block Grant for Older Adults
County Funding Plan

July 1, 2018 through June 30, 2019

Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Department of Human Services

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus County Department of Human Services goal is to increase participation in services and programs by low income elderly and elderly with limited English proficiency in the community. DHS provides assistance to all individuals living within the county's boundaries requesting services regardless of location within the county. The type and extent of services clients receive are based on clients' needs and availability of funding. Outreach by the agency has been accomplished by brochures, community forums, word of mouth and contacts with community partners. Outreach is ongoing. Requests from clients who meet the need for HCCBG services will continue to be accepted. New clients will be added as existing clients leave the program or experience a decrease of units needed or additional funds are secured. As an agency with multiple funding sources, assessments will be made with each case to be sure that the most appropriate funding is used to best meet the needs of the clients and that the Older Americans Act funds are for the target population groups.

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

FY19

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each services recipient with a copy of the information in written form. In addition providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County Department of Human Services

Name of Agency Administrator: Karen Calhoun

Signature: Karen B. Calhoun Date: 5/23/2018

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

July 1, 2018 through June 30, 2019
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Cabarrus County DHS agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:

- a) The County Funding Plan
- b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
- c) The Division of Aging Services Standards manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 4M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Karen B. Calhoun

(Authorized Signature)

5/23/2018

(Date)

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

DAAS-732A1 FY: 2019 2/16

AGENCY
NAME: Cabarrus DHS

[illegible]

INSTRUCTIONS: Under each service, provide the number of hours to be worked in that service.

AGENCY
NAME: Cabarrus DHS

| STAFF NAME | POSITION | FULL TIME PART TIME | TOTAL HOURS | ADMIN. HOURS | In-Home II Personal Care 042 | In-Home III Personal Care 045 | Congregate 180 | Adult Day Care 030 | Adult Day Health 155 |
|------------|-------------|------------------------|----------------|-----------------|------------------------------------|-------------------------------------|-------------------|-----------------------|-------------------------|
| Hall | Nut. Coord. | FULL TIME | 2080 | | | | 2080 | | |
| Teal-Lewis | Nut. sup. | PART TIME | 1456 | | | | 1456 | | |
| Faggart | Nut. sup. | PART TIME | 1456 | | | | 1456 | | |
| Jackling | Nut. sup. | PART TIME | 1456 | | | | 1456 | | |
| Riddick | Nut. sup. | PART TIME | 1456 | | | | 1456 | | |
| Sitze | Nut. Asst. | PART TIME | 1040 | | | | 1040 | | |
| Wolford | Nut. sup. | PART TIME | 1456 | | | | 1456 | | |
| Neely | Nut. sup. | PART TIME | 1456 | | | | 1456 | | |
| Little | Admin Asst. | FULL TIME | 1040 | | | | 1040 | | |
| St. John | SW II | FULL TIME | 546 | | 240 | 75 | | 35 | 196 |
| Fernandez | SW II | FULL TIME | 546 | | 240 | 75 | | 35 | 196 |
| Hinson | SW II | FULL TIME | 546 | | 240 | 75 | | 35 | 196 |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| 0 | 0 | 0 | 0 | | | | | | |
| | | SUBTOTAL FT | 4,758 | 0 | 720 | 225 | 3120 | 105 | 588 |
| | | SUBTOTAL PT | 9,776 | 0 | 0 | 0 | 9776 | 0 | 0 |
| | | TOTAL | 14,534 | 0 | 720 | 225 | 12896 | 105 | 588 |
| | | PERCENT FT: | 32.74% | #DIV/0! | 1.00 | 1.00 | 0.24 | 1.00 | 1.00 |
| | | PERCENT PT: | 67.26% | #DIV/0! | 0.00 | 0.00 | 0.76 | 0.00 | 0.00 |

HCCBG Budget

3/99

North Carolina Division of Aging

DAAS-732A

Service Cost Computation Worksheet c:732A.xls

FY 2019

Provider: Cabarrus DHS

County: Cabarrus

Budget Period: July 1, 2018 through June 30, 2019

Revision __yes, __no, revision date _____

USDA(NSIP) reimbursement is \$.75/meal

| | Grand Total | | In-Home II - Personal Care 042 | In-Home III Personal Care 045 | Congregate 180 | Adult Day Care 030 | Adult Day Health 155 |
|---|-------------|----------|--------------------------------|-------------------------------|----------------|--------------------|----------------------|
| I. Projected Revenues | | | | | | | |
| A. Fed/State Funding From the Division of A | 438,790 | //////// | 144,690 | 47,555 | 107,168 | 20,613 | 118,764 |
| Required Minimum Match - Cash | //////// | //////// | //////// | //////// | //////// | //////// | //////// |
| 1) County General Fund | 48,754 | //////// | 16,077 | 5,284 | 11,908 | 2,290 | 13,196 |
| 2) | 0 | //////// | | | | | |
| 3) | 0 | //////// | | | | | |
| Total Required Minimum Match - Cash | 48,754 | //////// | 16,077 | 5,284 | 11,908 | 2,290 | 13,196 |
| Required Minimum Match - In-Kind | //////// | //////// | //////// | //////// | //////// | //////// | //////// |
| 1) | 0 | //////// | | | | | |
| 2) | 0 | //////// | | | | | |
| 3) | 0 | //////// | | | | | |
| Total Required Minimum Match - In-Kind | 0 | //////// | 0 | 0 | 0 | 0 | 0 |
| B. Total Required Minimum Match (cash + i | 48,754 | //////// | 16,077 | 5,284 | 11,908 | 2,290 | 13,196 |
| C. Subtotal, Fed/State/Required Match Rev | 487,544 | //////// | 160,767 | 52,839 | 119,076 | 22,903 | 131,960 |
| D. USDA Cash Subsidy/Commodity Valuati | 28,628 | //////// | | | 28,628 | | |
| E. OAA Title V Worker Wages, Fringe Benef | 0 | //////// | | | | | |
| Local Cash, Non-Match | //////// | //////// | //////// | //////// | //////// | //////// | //////// |
| 1) County General Fund | 294,200 | //////// | | | 294,200 | | |
| 2) | 0 | //////// | | | | | |
| 3) | 0 | //////// | | | | | |
| 4) | 0 | //////// | | | | | |
| F. Subtotal, Local Cash, Non-Match | 294,200 | //////// | 0 | 0 | 294,200 | 0 | 0 |
| Other Revenues, Non-Match | //////// | //////// | //////// | //////// | //////// | //////// | //////// |
| 1) Donations | 2,100 | //////// | 25 | 25 | 2,000 | 25 | 25 |
| 2) State In-Home | 0 | //////// | | | | | |
| 3) Consumer Contributions | 22,200 | //////// | 50 | 50 | 22,000 | 50 | 50 |
| G. Subtotal, Other Revenues, Non-Match | 24,300 | //////// | 75 | 75 | 24,000 | 75 | 75 |
| Local In-Kind Resources (Includes Volunteer | //////// | //////// | //////// | //////// | //////// | //////// | //////// |
| 1) | 0 | //////// | | | | | |
| 2) | 0 | //////// | | | | | |
| 3) | 0 | //////// | | | | | |
| H. Subtotal, Local In-kind Resources, Non-M | 0 | //////// | 0 | 0 | 0 | 0 | 0 |
| I. Client Program Income(see In 36) | 0 | //////// | 0 | 0 | 0 | 0 | 0 |
| J. Total Projected Revenues (Sum I C,D,E,F, | 834,672 | //////// | 160,842 | 52,914 | 465,904 | 22,978 | 132,035 |
| Percent of Grand Total | 100% | | 19.27% | 6.34% | 55.82% | 2.75% | 15.82% |

HCCBG Budget
Division of Aging
Service Cost Computation Worksheet

DOA-732A
FY 2019

| II. Line Item Expense | Grand Total | Admin Cost | In-Home II - Personal Care 042 | In-Home III Personal Care 045 | Congregate 180 | Adult Day Care 030 | Adult Day Health 155 |
|---|----------------|------------|--------------------------------|-------------------------------|----------------|--------------------|----------------------|
| Staff Salary From Labor Distribution Schedule | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) Full-time Staff | 106,501 | 0 | 18,132 | 5,666 | 65,251 | 2,644 | 14,808 |
| 2) Part-time staff (do not include Title V w | 128,244 | 0 | 0 | 0 | 128,244 | 0 | 0 |
| A. Subtotal, Staff Salary | 234,745 | 0 | 18,132 | 5,666 | 193,495 | 2,644 | 14,808 |
| Fringe Benefits | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) FICA | 17,958 | 0 | 1,387 | 433 | 14,802 | 202 | 1,133 |
| 2) Health Ins. | 18,084 | | 2,831 | 928 | 11,592 | 409 | 2,324 |
| 3) Retirement | 16,197 | | 1,251 | 391 | 13,351 | 182 | 1,022 |
| 4) Unemployment Insurance | 0 | | | | | | |
| 5) Worker's Compensation | 1,847 | | 399 | 112 | 1,042 | 52 | 242 |
| 6) Other (Longevity) | 5,110 | | 889 | 292 | 3,194 | 129 | 606 |
| B. Subtotal, Fringe Benefits | 59,196 | 0 | 6,757 | 2,156 | 43,981 | 974 | 5,327 |
| Local In-Kind Resources, Non-Match | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) | 0 | 0 | | | | | |
| 2) | 0 | 0 | | | | | |
| 3) | 0 | | | | | | |
| C. Subtotal, Local In-Kind Resources Non-M | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| D. OAA Title V Worker Wages, Fringe Bene | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Travel | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) Per Diem | 0 | 0 | | | | | |
| 2) Mileage Reimbursement | 1,000 | 0 | | | 1,000 | | |
| 3) Other Travel Cost | 0 | | | | | | |
| E. Subtotal, Travel | 1,000 | 0 | 0 | 0 | 1,000 | 0 | 0 |
| General Operating Expenses | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) Service Contracts | 312,305 | | 135,953 | 45,092 | | 19,360 | 111,900 |
| 2) Rent, Utilities, Supplies | 26,560 | | | | 26,560 | | |
| 3) ARMS COST | 100 | | | | 100 | | |
| 4) Postage, Dues, Subscriptions | 0 | | | | | | |
| 5) Advertising | 0 | | | | | | |
| 6) In Home Aide Level II and III RN assessm | 0 | | | | | | |
| 7) Program Supplies | 6,500 | | | | 6,500 | | |
| 8) Caterer | | | | | 185,000 | | |
| 9) Tools and Minor Equipment | | | | | 7,000 | | |
| 10) Purchased Services | | | | | 1,000 | | |
| 11) Training | | | | | 1,266 | | |
| | 0 | | | | | | |
| F. Subtotal, General Operating Expenses | 539,731 | 0 | 135,953 | 45,092 | 227,426 | 19,360 | 111,900 |
| G. Subtotal, Other Admin. Cost Not Allocat | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |
| in Lines II.A through F | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// | ////////// |

| | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|
| | | //////// | //////// | //////// | //////// | //////// | //////// |
| H. Total Proj. Expenses Prior to Admin. Dist | 834,672 | 0 | 160,842 | 52,914 | 465,902 | 22,978 | 132,035 |
| I. Distribution of Administrative Cost | //////// | 0 | 0 | 0 | 0 | 0 | 0 |
| J. Total Proj. Expenses After Admin. Distrib | 834,672 | //////// | 160,842 | 52,914 | 465,902 | 22,978 | 132,035 |

HCCBG Budget
Service Cost Computation Worksheet
Division of Aging

DOA-732A
FY 2019

| | Grand Total | In-Home II - Personal Care 042 | In-Home III Personal Care 045 | Congregate 180 | Adult Day Care 030 | Adult Day Health 155 |
|--|----------------|---|-------------------------------------|-------------------|--------------------------|-------------------------------|
| III. Computation of Rates | | | | | | |
| A. Computation of Unit Cost Rate: | //////// | //////// | //////// | //////// | //////// | //////// |
| 1. Total Expenses (equals line II.J) | 834,672 | 160,842 | 52,914 | 465,902 | 22,978 | 132,035 |
| 2. Total Projected Units | 56,598 | 8,855 | 2,571 | 41,300 | 669 | 3,203 |
| 3. Total Unit Cost Rate | //////// | 18.1640 | 20.5813 | 11.2809 | 34.3472 | 41.2222 |
| B. Computation of Reimbursement Rate: | //////// | //////// | //////// | //////// | //////// | //////// |
| 1. Total Revenues (equals line I.J) | 834,672 | 160,842 | 52,914 | 465,904 | 22,978 | 132,035 |
| 2. Less: USDA (equals line I.D) | 28,628 | 0 | 0 | 28,628 | 0 | 0 |
| Title V (equals line I.E and II.D) | 0 | 0 | 0 | 0 | 0 | 0 |
| Non Match In-Kind (equals line I.E) | 0 | 0 | 0 | 0 | 0 | 0 |
| 3. Revenues Subject to Unit Reimbursement | 806,044 | 160,842 | 52,914 | 437,276 | 22,978 | 132,035 |
| 4. Total Projected Units (equals line III.A) | //////// | 8,855 | 2,571 | 41,300 | 669 | 3,203 |
| 5. Total Reimbursement Rate | //////// | 18.1637 | 20.5811 | 10.5878 | 34.3373 | 41.2223 |
| C. Units Reimbursed Through HCCBG | 26,532 | 8,851 | 2,567 | 11,246 | 667 | 3,201 |
| D. Units Reimbursed Through Program In | 0 | 0 | 0 | 0 | 0 | 0 |
| E. Units Reimbursed Through Remaining | 30,065 | 4 | 4 | 30,053 | 2 | 2 |
| F. Total Units Reimbursed/Total Projected | 56,597 | 8,855 | 2,571 | 41,299 | 669 | 3,203 |

| | | | | |
|---------|---------|---------|---------|---------|
| 160842 | 52914 | 437276 | 22978 | 132035 |
| 8855 | 2571 | 41300 | 669 | 3203 |
| 18.164 | 20.5811 | 10.5878 | 34.3468 | 41.2223 |
| 160767 | 52839 | 119076 | 22903 | 131960 |
| 8851 | 2567 | 11246 | 667 | 3201 |
| 18.1637 | 20.584 | 10.5883 | 34.3373 | 41.2246 |

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| DAAS-732A | DAAS-732 |
|--|----------|
| Block Grant Funding Line I.A | Col. A |
| Required Local Match-Cash & In-Kind Line I.B | Col. B |
| Net Service Cost Line I.C | Col. C |
| NSIP Subsidy Line I.D | Col. D |
| Total Funding L. I.C+I.D | Col. E |
| Projected HCCBG Reimbursed Units Line III.C | Col. F |
| Total Reimbursement Rate Line III.B.5 | Col. G |
| Projected Total Service Units Line III.F | Col. I |

| NAME AND ADDRESS | | | Home and Community Care Block Grant for Older Adults | | | | | | | | | | | |
|--------------------------------|---------------|----------|--|---------|---------|------------|-------------|------------------------|---------|-----------|-------------|-----------------|---------------|-------------|
| COMMUNITY SERVICE PROVIDER | | | DAAS-732 (Rev. 2/16) | | | | | | | | | | | |
| Cabarrus County DHS | | | County Funding Plan | | | | | County <u>Cabarrus</u> | | | | | | |
| 1303 S. Cannon Blvd | | | July 1, 2018 through June 30, 2019 | | | | | | | | | | | |
| Kannapolis, NC 28083 | | | Provider Services Summary | | | | | Revision#: | | Rev Date: | | | | |
| Services | Ser. Delivery | | A | | | | B | C | D | E | F | G | H | I |
| | (Check One) | | Block Grant Funding | | | | Required | Net* | USDA | Total | Projected | Projected | Projected | Projected |
| | Direct | Purch. | Access | In-Home | Other | Total | Local Match | Serv Cost | Subsidy | Funding | HCCBG Units | Reimburse. Rate | HCCBG Clients | Total Units |
| In-Home II - Personal Care 042 | | x | | 144690 | | ////////// | 16077 | 160767 | 0 | 160767 | 8851 | 18.1637 | 25 | 8855 |
| In-Home III Personal Care 045 | | x | | 47555 | | ////////// | 5284 | 52839 | 0 | 52839 | 2567 | 20.5811 | 6 | 2571 |
| Congregate 180 | | x | | | 107168 | ////////// | 11908 | 119076 | 28628 | 147704 | 11246 | 10.5878 | 250 | 41299 |
| Adult Day Care 030 | | x | | | 20613 | ////////// | 2290 | 22903 | 0 | 22903 | 667 | 34.3373 | 6 | 669 |
| Adult Day Health 155 | | x | | | 118764 | ////////// | 13196 | 131960 | 0 | 131960 | 3201 | 41.2223 | 22 | 3203 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total | //////// | //////// | 0 | 192245 | 246,545 | 438,790 | 48755 | 487545 | 28628 | 516173 | 26532 | | 309 | 56597 |

*Adult Day Care & Adult Day Health Care Net Service Cost

| | | | |
|---------------------|-----|------|--|
| | ADC | ADHC | |
| Daily Care | | | Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding. |
| Transportation | | | |
| Administrative | | | |
| Net Ser. Cost Total | | | |

Signature, County Finance Officer Date

Karen B. Collier 5/23/2018
Authorized Signature, Title Date
Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

Exhibit 14A: List of Subcontractors – Instructions

List each subcontractor in the chart below. For the purpose of Subcontractor Monitoring, a subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's HCCBG grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services.

Do not list vendors that provide services through a "purchase of service." These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Here are some service-specific examples to illustrate whether or not a subcontractor should be listed on Exhibit 14A.

| Service | SUBCONTRACT OR PURCHASE OF SERVICE? |
|--|--|
| In-Home Aide | If a human service agency (provider) receives the IHA allocation and contracts with a home health or home care agency, it is a subcontract and <u>not</u> a purchase of service. Even if the subcontract only delegates just the tasks on a plan of care for clients, the agency is still a subcontractor because grant requirements (service standards) related to service delivery must be met as part of the scope of work. An example would be the aide competency and supervision requirements in the standards that are often outsourced to the home health or home care agency that employs the aides. |
| Nutrition | Subcontracts with commercial kitchens or restaurants to prepare meals are never just "purchase of service" arrangements because there are grant requirements that must be met as part of the caterer's scope of work (e.g., approved menus, protocols for menu substitutions, documentation requirements for end of preparation time, documentation of each food item delivered, daily sanitizing of food delivery carriers by the food service provider, etc.). A contract between the HCCBG nutrition provider and a local dairy to deliver pints of milk once a week is just a purchase of goods and services and would not need to be listed because those pints of milk could be bought at any store. A purchase of service is when goods and/or services are sold to all purchasers without special conditions or requirements related to the grant. |
| Adult Day Services (Adult Day Care, Adult Day Health or ADC/ADH Combination Programs) | A human service agency that receives the allocation and contracts with an ADC/ADH center to provide services has a subcontract, not a purchase of service, because there are grant requirements that must be met as part of the center's scope of work. An ADC/ADH center that provides services directly, but also contracts with another ADC/ADH center to provide adult day services has a subcontract with that center. |

| | |
|----------------------------------|---|
| Health Promotion | If an agency funded for health promotion hires an exercise instructor, that person is a vendor, not a subcontractor. |
| Transportation | If a county human service agency receives the grant allocation and contracts with the county transportation system to provide rides, it should be treated as a subcontract* and not a purchase of service because there are grant requirements that the transportation system is responsible for assuring. For example, the HCCBG vehicle and driver documentation requirements should be specified in the written contract/agreement and should match the requirements in the transportation service standard. |
| Family Caregiver Support Program | If the provider with the FCSP allocation outsources <u>any</u> service requirements, including eligibility determination, then it is a subcontract relationship that should be reported on Ex. 14A. For example, a county department of aging has a contract with the AAA to provide respite services. The county department takes all calls from caregivers regarding respite and routes the callers to the respite providers to determine if they are eligible for the service based on FCSP eligibility. In this case the respite providers would be subcontractors because they are not merely providing the service, but have a role in determining who receives the service. On the other hand, if the FCSP service provider (the one receiving the allocation) determines eligibility, then the respite provider is just a vendor because currently there are no service standard requirements that have to be met for FCSP and no service requirements would be outsourced to the vendor. |

* When a county agency with a HCCBG allocation for any service uses another county agency to carry out the grant's requirements, the arrangement should be treated like a subcontract. There should be a written agreement that details what grant requirements have been outsourced to the second county agency and other pertinent details. Written agreements/contracts make it clear to the HCCBG provider, its subcontractor, and the AAA who is responsible for what requirements. The stipulations provide a framework for the monitoring of grant requirements and identify which entity is responsible for the documentation of grant activities.

Exhibit 14A: List of Subcontractors**Region F - FY 19****County:** Cabarrus**Provider Name:**

Cabarrus DHS

Provider Code: F012

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

| Subcontractor Name | Type Agency Non-Profit For-Profit Government | Subcontracted Service Name | Subcontractor Contact Name, Address & Phone Number | Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.) |
|---------------------------|---|------------------------------------|--|---|
| Senior Helpers | For-Profit | In-Home Aide Services II & III | Sandy Mullins 1000 Copperfield Blvd NE Concord, NC 28025 704-792-1001 | Provision of In-Home Aide Services Level II & III |
| ResCare Homecare | For-Profit | In-Home Aide Services II & III | Dana Ramsey 320 Copperfield Blvd Concord, NC 28025 704-793-4220 | Provision of In-Home Aide Services Level II & III |
| Interim Homecare | For-Profit | In-Home Aide Services II & III | Julie Conrad 250 Branchview Dr. Concord, NC 28025 704-788-3483 | Provision of In-Home Aide Services Level II & III |
| Coltrane L.I.F.E. Center | Non-Profit | Adult Day Care Adult Day Health | Susan Caudle 321 Corban Ave., SW Concord, NC 28025 704-788-1215 | Provision of Adult Day Care and Adult Day Health Services |
| University Adult Care | For-Profit | Adult Day Care Adult Day Health | Ruby Kumar 1324 John Kirk Dr. Charlotte, NC 28263 704-510-0030 | Provision of Adult Day Care and Adult Day Health Services |

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:

Karen B. Colhan

Title: DHS Director**Date:**

5/23/2018

Version 2016

Page ____ of ____

Home and Community Care Block Grant for Older Adults
County Funding Plan

July 1, 2018 through June 30, 2019

Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus County DHS-Transportation

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus County Transportation's goal is to coordinate with the Adult and Aging Services Division to provide meal site and medical transportation to the senior population within Cabarrus County. This joint effort is based on need through both referral and inquiries. Cabarrus County Transportation will participate in any outreach events open to us to promote transportation programs available to the senior population. In addition, Cabarrus County Transportation drivers are trained in passenger sensitivity, CPR, Bloodborne Pathogens, First Aid, and Defensive Driving. Our drivers are also trained on signs of elderly abuse and the process in which to report it.

July 1, 2018 through June 30, 2019
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Cabarrus County Transportation agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:

- a) The County Funding Plan
- b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
- c) The Division of Aging Services Standards manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 4M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Karen B. Calhoun

(Authorized Signature)

5/33/2018

(Date)

DAAS-732A1 FY: 2019 2/16

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the salary from the service.

AGENCY
NAME: Cabarrus County Transportation

SERVICES:

[illegible]

Cabarrus County Transportation

SERVICES:

Attachment number 1 \n

| | | | | |
|---|-----------|----------|-----------|------------|
| HCCBG Budget | | | | |
| North Carolina Division of Aging | | | | |
| Service Cost Computation Worksheet c:732A.xls | | | | |
| Provider: Cabarrus Co DHS - Transportation | | | | |
| County: Cabarrus | | | | |
| Budget Period: July 1, 2018 through June 30, 2019 | | | | |
| Revision __yes, __no, revision date _____ | | | | |
| USDA(NSIP) reimbursement is \$.75/meal | | | | |
| Services: | | | | |
| | Grand | | | Medical |
| I. Projected Revenues | Total | | Trans 250 | Transp 033 |
| A. Fed/State Funding From the Division of A | 147,674 | //////// | 81,221 | 66,453 |
| Required Minimum Match - Cash | //////// | //////// | //////// | //////// |
| 1) County General Fund | 16,408 | //////// | 9,025 | 7,384 |
| 2) | 0 | //////// | | |
| 3) | 0 | //////// | | |
| Total Required Minimum Match - Cash | 16,408 | //////// | 9,025 | 7,384 |
| Required Minimum Match - In-Kind | //////// | //////// | //////// | //////// |
| 1) | 0 | //////// | | |
| 2) | 0 | //////// | | |
| 3) | 0 | //////// | | |
| Total Required Minimum Match - In-Kind | 0 | //////// | 0 | 0 |
| B. Total Required Minimum Match (cash + i | 16,408 | //////// | 9,025 | 7,384 |
| C. Subtotal, Fed/State/Required Match Rev | 164,082 | //////// | 90,246 | 73,837 |
| D. USDA Cash Subsidy/Commodity Valuati | 0 | //////// | | |
| E. QAA Title V Worker Wages, Fringe Benef | 0 | //////// | | |
| Local Cash, Non-Match | //////// | //////// | //////// | //////// |
| 1) County General Fund | 19,649 | //////// | 10,809 | 8,840 |
| 2) ROAP Grant | 208,857 | //////// | 114,871 | 93,986 |
| 3) State 5311 Grant | 139,673 | //////// | 76,820 | 62,853 |
| 4) Medicaid Reimbursement | 950,000 | //////// | 522,500 | 427,500 |
| F. Subtotal, Local Cash, Non-Match | 1,318,179 | //////// | 725,000 | 593,179 |
| Other Revenues, Non-Match | //////// | //////// | //////// | //////// |
| 1) Donations | 0 | //////// | 0 | 0 |
| 2) State In-Home | 0 | //////// | | |
| 3) | 0 | //////// | | |
| G. Subtotal, Other Revenues, Non-Match | 0 | //////// | 0 | 0 |
| Local In-Kind Resources (Includes Volunteer | //////// | //////// | //////// | //////// |
| 1) | 0 | //////// | | |
| 2) | 0 | //////// | | |
| 3) | 0 | //////// | | |
| H. Subtotal, Local In-kind Resources, Non-M | 0 | //////// | 0 | 0 |
| I. Client Program Income | 50 | //////// | 25 | 25 |
| J. Total Projected Revenues (Sum I C,D,E,F, | 1,482,311 | //////// | 815,271 | 667,041 |
| Percent of Grand Total | 100% | | 55.00% | 45.00% |

| | | | | | |
|--|------------|------------|------------|------------|------------|
| HCCBG Budget | | | | | 9.90% |
| Division of Aging | | | | | |
| Service Cost Computation Worksheet | | | | | Services: |
| | | | | | |
| | Grand | Admin | | Medical | |
| II. Line Item Expense | Total | Cost | Trans 250 | Transp 033 | |
| Staff Salary From Labor Distribution Schedu | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) Full-time Staff | 563,288 | 0 | 309,813 | 253,475 | |
| 2) Part-time staff (do not include Title V w | 24,697 | 0 | 13,583 | 11,114 | |
| A. Subtotal, Staff Salary | 587,985 | 0 | 323,396 | 264,589 | |
| Fringe Benefits | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) FICA | 44,981 | 0 | 24,740 | 20,241 | |
| 2) Health Ins. | 210,800 | | 115,940 | 94,860 | |
| 3) Retirement | 63,209 | | 34,765 | 28,444 | |
| 4) Unemployment Insurance | 0 | | | | |
| 5) Worker's Compensation | 12,227 | | 6,725 | 5,502 | |
| 6) Other (Longevity) | 0 | | | | |
| B. Subtotal, Fringe Benefits | 331,217 | 0 | 182,170 | 149,047 | |
| Local In-Kind Resources, Non-Match | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) | 0 | 0 | | | |
| 2) | 0 | 0 | | | |
| 3) | 0 | | | | |
| C. Subtotal, Local In-Kind Resources Non-M | 0 | 0 | 0 | 0 | |
| D. OAA Title V Worker Wages, Fringe Bene | 0 | 0 | 0 | 0 | |
| Travel | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) Per Diem | 0 | 0 | | | |
| 2) Mileage Reimbursement | 0 | 0 | | | |
| 3) Other Travel Cost | 0 | | | | |
| E. Subtotal, Travel | 0 | 0 | 0 | 0 | |
| General Operating Expenses | ////////// | ////////// | ////////// | ////////// | ////////// |
| 1) Service Contracts | 3,588 | | 1,973 | 1,615 | |
| 2) Rent, Utilities, Supplies | 39,564 | | 21,760 | 17,804 | |
| 3) ARMS COST | 300 | | 165 | 135 | |
| 4) Postage, Dues, Subscriptions | 1,600 | | 880 | 720 | |
| 5) Advertising | 7,000 | | 3,850 | 3,150 | |
| 6) Uniforms | 3,000 | | 1,650 | 1,350 | |
| 7) Printing and Binding | 3,393 | | 1,866 | 1,527 | |
| 8) Fuel | 148,000 | | 81,400 | 66,600 | |
| 9) Purchased Service | 3,500 | | 1,925 | 1,575 | |
| 10) Vehicle Maintenance | 200,000 | | 110,000 | 90,000 | |
| 11) Insurance | 72,955 | | 40,125 | 32,830 | |
| 12) Taxi Vendor | 80,209 | | 44,115 | 36,094 | |
| | 0 | | | | |
| F. Subtotal, General Operating Expenses | 563,109 | 0 | 309,709 | 253,400 | |
| G. Subtotal, Other Admin. Cost Not Allocat | ////////// | ////////// | ////////// | ////////// | ////////// |
| in Lines II.A through F | ////////// | ////////// | ////////// | ////////// | ////////// |

| | | | | |
|--|-----------|---|---------|---------|
| H. Total Proj. Expenses Prior to Admin. Disb | 1,482,311 | 0 | 815,275 | 667,036 |
| I. Distribution of Administrative Cost | | 0 | 0 | 0 |
| J. Total Proj. Expenses After Admin. Distrib | 1,482,311 | | 815,275 | 667,036 |

| | |
|---------|---------|
| 815271 | 667041 |
| 46475 | 38025 |
| 17.5421 | 17.5422 |
| 90246 | 73837 |
| 5145 | 4209 |
| 17.5405 | 17.5426 |

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| | DAAS-732A | DAAS-732 |
|-------------------------------------|--------------|----------|
| Block Grant Funding | Line I A | Col A |
| Required Local Match-Cash & In-Kind | Line I B | Col B |
| Net Service Cost | Line I C | Col C |
| NSIP Subsidy | Line I D | Col D |
| Total Funding | Line I C+I D | Col E |
| Projected HCCBG Reimbursed Units | Line III C | Col F |
| Total Reimbursement Rate | Line III B 5 | Col G |
| Projected Total Service Units | Line III F | Col I |

| NAME AND ADDRESS | | | Home and Community Care Block Grant for Older Adults | | | | | | | DAAS-732 (Rev. 2/16) | | | | |
|--|---------------|----------|--|---------|-------|------------|--|-----------|---------|----------------------------------|--|-----------------|---------------|-------------|
| COMMUNITY SERVICE PROVIDER | | | County Funding Plan | | | | | | | County Cabarrus | | | | |
| Cabarrus Co DHS-Transportation | | | July 1, 2018 through June 30, 2019 | | | | | | | Revision#: _____ Rev Date: _____ | | | | |
| 1303 S Cannon Blvd | | | Provider Services Summary | | | | | | | | | | | |
| Kannapolis, NC 28083 | | | | | | | | | | | | | | |
| Services | Ser. Delivery | | A | | | | B | C | D | E | F | G | H | I |
| | (Check One) | | Block Grant Funding | | | | Required | Net* | USDA | Total | Projected | Projected | Projected | Projected |
| | Direct | Purch. | Access | In-Home | Other | Total | Local Match | Serv Cost | Subsidy | Funding | HCCBG Units | Reimburse. Rate | HCCBG Clients | Total Units |
| Trans 250 | X | | 81221 | | | ////////// | 9025 | 90246 | 0 | 90246 | 5145 | 17.5405 | 4500 | 46479 |
| Medical Transp 033 | X | | 66453 | | | ////////// | 7384 | 73837 | 0 | 73,837 | 4209 | 17.5422 | 3900 | 38024 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total | //////// | //////// | 147674 | 0 | 0 | 147,674 | 16409 | 164083 | 0 | 164083 | ////////// | ////////// | 8400 | 84503 |
| *Adult Day Care & Adult Day Health Care Net Service Cost | | | | | | | | | | | | | | |
| | | | ADC | | ADHC | | Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding. | | | | <div style="display: flex; justify-content: space-between;"> <div> <i>Karen B. Collier</i> Authorized Signature, Title Community Service Provider </div> <div> 3/23/2018 Date </div> </div> | | | |
| Daily Care | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | | |
| Net Ser. Cost Total | | | | | | | | | | | | | | |
| | | | | | | | Signature, County Finance Officer Date | | | | Signature, Chairman, Board of Commissioners Date | | | |

Exhibit 14A: List of Subcontractors**Region F - FY 19****County:** Cabarrus**Provider Name:** Cabarrus Transportation**Provider Code:** F011

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

| Subcontractor Name | Type Agency <i>Non-Profit</i> <i>For-Profit</i> <i>Government</i> | Subcontracted Service Name | Subcontractor Contact Name, Address & Phone Number | Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.) |
|---------------------------|---|-----------------------------------|---|---|
| None | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:**Title:****Date:**

Version 2016

Page ____ of ____

**Home and Community Care Block Grant for Older Adults
County Funding Plan**

July 1, 2018 through June 30, 2019

**Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))**

Community Service Provider: Cabarrus County Planning & Development

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Planning & Development Department's goal is to coordinate and provide Housing and Home Improvement Services in conjunction with the Department of Human Services that is funded by the Home and Community Care Block Grants. Coordination of this function will produce a service product that is both accountable and accessible by the full scope of clients for which the HCCBG funds were designated. It is our intent to meet the needs of that specialized population. The Planning & Development Department will coordinate with the Department of Human Services and other service providers to ensure that the population is served. All eligible clients will be provided access to service. The Planning & Development Department will follow all program guidelines for service provision and client treatment. Homes will be rehabilitated for eligible clients. Improvements include, but are not limited to, handicap accessibility, door widenings, minor roof repairs, and safety improvements. Any improvements will be made in compliance with all program regulations. The Planning & Development Department will take referrals from the Department of Human Services and other service providers of the target population. Outreach is achieved through these programs, word of mouth, and visiting nutrition sites and other special programs designed to address the target population.

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

FY19

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each services recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

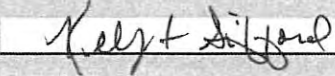
Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County Planning and Development Department

Name of Agency Administrator: Kelly Sifford

Signature: 

Date: 4/24/18

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

July 1, 2018 through June 30, 2019
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Cabarrus County Planning and Development agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:

- a) The County Funding Plan
- b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
- c) The Division of Aging Services Standards manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

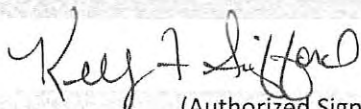
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 14M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.


(Authorized Signature)

4/24/18
(Date)

DAAS-732A1 FY: 2019 2/16

AGENCY NAME: County Planning and Development Dept Best practice is to use last 5 Columns for non-unit services

Attachment number 1 \n

AGENCY
NAME: County Planning and Development Dept

AGENCY
NAME: County Planning and Development Dept

[illegible]

HCCBG Budget
 North Carolina Division of Aging
 Service Cost Computation Worksheet c:732A.xls
 Provider: Cabarrus County Planning and Development Dept
 County: Cabarrus
 Budget Period: July 1, 2018 through June 30, 2019
 Revision ___yes, ___no, revision date _____

USDA(NSIP) reimbursement is \$.75/meal

| | Grand Total | | Housing/ Home Repair 140 |
|---|----------------|----------|-----------------------------------|
| I. Projected Revenues | | | |
| A. Fed/State Funding From the Division of A | 48,015 | //////// | 48,015 |
| Required Minimum Match - Cash | //////// | //////// | //////// |
| 1) County General Fund | 5,335 | //////// | 5,335 |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| Total Required Minimum Match - Cash | 5,335 | //////// | 5,335 |
| Required Minimum Match - In-Kind | //////// | //////// | //////// |
| 1) | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| Total Required Minimum Match - In-Kind | 0 | //////// | 0 |
| B. Total Required Minimum Match (cash + i | 5,335 | //////// | 5,335 |
| C. Subtotal, Fed/State/Required Match Rev | 53,350 | //////// | 53,350 |
| D. USDA Cash Subsidy/Commodity Valuati | 0 | //////// | |
| E. OAA Title V Worker Wages, Fringe Benef | 0 | //////// | |
| Local Cash, Non-Match | //////// | //////// | //////// |
| 1) County General Fund | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| 4) | 0 | //////// | |
| F. Subtotal, Local Cash, Non-Match | 0 | //////// | 0 |
| Other Revenues, Non-Match | //////// | //////// | //////// |
| 1) Donations | 0 | //////// | |
| 2) State In-Home | 0 | //////// | |
| 3) | 0 | //////// | |
| G. Subtotal, Other Revenues, Non-Match | 0 | //////// | 0 |
| Local In-Kind Resources (Includes Volunteer | //////// | //////// | //////// |
| 1) | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| H. Subtotal, Local In-kind Resources, Non-M | 0 | //////// | 0 |
| I. Client Program Income | 100 | //////// | 100 |
| J. Total Projected Revenues (Sum I C,D,E,F, | 53,450 | //////// | 53,450 |
| Percent of Grand Total | 100% | | 100.00% |

HCCBG Budget
Division of Aging
Service Cost Computation Worksheet

| | Grand Total | Admin Cost | Housing/ Home Repair 140 |
|---|-------------------|-------------------|-----------------------------------|
| II. Line Item Expense | | | |
| Staff Salary From Labor Distribution Schedule | ////////// | ////////// | ////////// |
| 1) Full-time Staff | 11,147 | 0 | 11,147 |
| 2) Part-time staff (do not include Title V wages) | 0 | 0 | 0 |
| A. Subtotal, Staff Salary | 11,147 | 0 | 11,147 |
| Fringe Benefits | ////////// | ////////// | ////////// |
| 1) FICA | 853 | 0 | 853 |
| 2) Health Ins. | 0 | | |
| 3) Retirement | 0 | | |
| 4) Unemployment Insurance | 0 | | |
| 5) Worker's Compensation | 0 | | |
| 6) Other (Longevity) | 0 | | |
| B. Subtotal, Fringe Benefits | 853 | 0 | 853 |
| Local In-Kind Resources, Non-Match | ////////// | ////////// | ////////// |
| 1) | 0 | 0 | |
| 2) | 0 | 0 | |
| 3) | 0 | | |
| C. Subtotal, Local In-Kind Resources Non-Match | 0 | 0 | 0 |
| D. OAA Title V Worker Wages, Fringe Benefits | 0 | 0 | 0 |
| Travel | ////////// | ////////// | ////////// |
| 1) Per Diem | 0 | 0 | |
| 2) Mileage Reimbursement | 0 | 0 | |
| 3) Other Travel Cost | 0 | | |
| E. Subtotal, Travel | 0 | 0 | 0 |
| General Operating Expenses | ////////// | ////////// | ////////// |
| 1) Service Contracts | 0 | | |
| 2) Rent, Utilities, Supplies | 0 | | |
| 3) ARMS COST | 0 | | |
| 4) Postage, Dues, Subscriptions | 0 | | |
| 5) Advertising | 0 | | |
| 6) In Home Aide Level II and III RN assessment | 0 | | |
| 7) Program Supplies | 41,450 | | 41,450 |
| 8) Caterer | | | |
| | | | |
| | | | |
| | | | |
| | 0 | | |
| F. Subtotal, General Operating Expenses | 41,450 | 0 | 41,450 |
| G. Subtotal, Other Admin. Cost Not Allocated | ////////// | ////////// | ////////// |
| in Lines II.A through F | ////////// | ////////// | ////////// |

| | | | |
|--|----------|----------|----------|
| | | //////// | //////// |
| H. Total Proj. Expenses Prior to Admin. Dis | 53,450 | 0 | 53,450 |
| I. Distribution of Administrative Cost | //////// | 0 | 0 |
| J. Total Proj. Expenses After Admin. Distrib | 53,450 | //////// | 53,450 |

HCCBG Budget Page 3
Service Cost Computation Worksheet
Division of Aging

| | | | |
|--|----------------|----------|-----------------------------------|
| | | | Housing/ Home Repair 140 |
| III. Computation of Rates | Grand Total | | |
| A. Computation of Unit Cost Rate: | //////// | //////// | //////// |
| 1. Total Expenses (equals line II.J) | 53,450 | //////// | 53,450 |
| 2. Total Projected Units | 0 | //////// | 0 |
| 3. Total Unit Cost Rate | //////// | //////// | #DIV/0! |
| B. Computation of Reimbursement Rate: | //////// | //////// | //////// |
| 1. Total Revenues (equals line I.J) | 53,450 | //////// | 53,450 |
| 2. Less: USDA (equals line I.D) | 0 | //////// | 0 |
| Title V (equals line I.E and II.D) | 0 | //////// | 0 |
| Non Match In-Kind (equals line | 0 | //////// | 0 |
| 3. Revenues Subject to Unit Reimbursen | 53,450 | //////// | 53,450 |
| 4. Total Projected Units (equals line III.A) | //////// | //////// | 0 |
| 5. Total Reimbursement Rate | //////// | //////// | #DIV/0! |
| C. Units Reimbursed Through HCCBG | #DIV/0! | //////// | #DIV/0! |
| D. Units Reimbursed Through Program In | #DIV/0! | //////// | #DIV/0! |
| E. Units Reimbursed Through Remaining | #DIV/0! | //////// | #DIV/0! |
| F. Total Units Reimbursed/Total Projecte | #DIV/0! | //////// | #DIV/0! |

53450
0

#DIV/0!

53350
#DIV/0!

#DIV/0!

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| DAAS-732A | DAAS-732 |
|--|----------|
| Block Grant Funding Line I.A | Col. A |
| Required Local Match-Cash & In-Kind Line I.B | Col. B |
| Net Service Cost Line I.C | Col. C |
| NSIP Subsidy Line I.D | Col. D |
| Total Funding L. I.C+I.D | Col. E |
| Projected HCCBG Reimbursed Units Line III.C | Col. F |
| Total Reimbursement Rate Line III.B.5 | Col. G |
| Projected Total Service Units Line III.F | Col. I |

HCCBG Budget

NAME AND ADDRESS**COMMUNITY SERVICE PROVIDER**

Cabarrus Co Planning and Development Department

P.O. Box 707

Concord, NC 28026

Home and Community Care Block Grant for Older Adults**County Funding Plan**

County

Cabarrus

DAAS-732 (Rev. 2/16)

July 1, 2018 through June 30, 2019

Provider Services Summary

Revision#:

Rev Date:

| Services | Ser. Delivery (Check One) | | A | | | | B | C | D | E | F | G | H | I |
|--------------------------|------------------------------|----------|---------------------|---------|--------|------------|-------------------------|-------------------|-----------------|------------------|-----------------------------|---------------------------------|-------------------------------|-----------------------------|
| | Direct | Purch. | Block Grant Funding | | | | Required Local Match | Net* Serv Cost | USDA Subsidy | Total Funding | Projected HCCBG Units | Projected Reimburse. Rate | Projected HCCBG Clients | Projected Total Units |
| | | | Access | In-Home | Other | Total | | | | | | | | |
| Housing/ Home Repair 140 | x | | | | 48015 | ////////// | 5335 | 53350 | 0 | 53350 | #DIV/0! | #DIV/0! | 55 | #DIV/0! |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total | //////// | //////// | 0 | 0 | 48,015 | 48,015 | 5335 | 53350 | 0 | 53350 | ////////// | ////////// | 55 | #DIV/0! |

*Adult Day Care & Adult Day Health Care Net Service Cost

| | ADC | ADHC |
|---------------------|-----|------|
| Daily Care | | |
| Transportation | | |
| Administrative | | |
| Net Ser. Cost Total | | |

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Kelly D. Howell Plant Dev Director 4/24/18
 Authorized Signature, Title Date
 Community Service Provider

Signature, Chairman, Board of Commissioners Date

Exhibit 14A: List of Subcontractors

Region F - FY 19

County: Cabarrus

Provider Name:

Cabarrus Co Planning and Development Dept

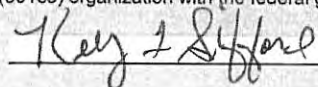
Provider Code: F010

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

| Subcontractor Name | Type Agency Non-Profit For-Profit Government | Subcontracted Service Name | Subcontractor Contact Name, Address & Phone Number | Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.) |
|--------------------|---|----------------------------|--|--|
| N/A | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:



Title: Planning and Development Director

4/24/18

Version 2016

Page ____ of ____

Version 2016

Home and Community Care Block Grant for Older Adults
County Funding Plan

July 1, 2018 through June 30, 2019

Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus County Active Living and Parks

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

FY19

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each services recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

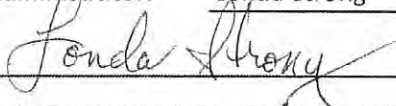
Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County Active Living and Parks

Name of Agency Administrator: Londa Strong

Signature: 

Date: 4/26/18

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

July 1, 2018 through June 30, 2019
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Cabarrus County Active Living and Parks agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

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2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

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- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

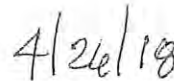
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 4M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)



(Date)

NAME: Cabarrus County ALPPage 70

ry from the service.

HCCBG Budget

North Carolina Division of Aging

Service Cost Computation Worksheet c:732A.xls

Provider: Active Living and Parks

County: Cabarrus

Budget Period: July 1, 2018 through June 30, 2019

Revision __yes, __no, revision date _____

USDA(NSIP) reimbursement is \$.75/meal

| | Grand Total | | Senior Center Operation 170 |
|---|----------------|----------|-----------------------------------|
| I. Projected Revenues | | | |
| A. Fed/State Funding From the Division of A | 89,522 | //////// | 89522 |
| Required Minimum Match - Cash | //////// | //////// | //////// |
| 1) County General Fund | 9,947 | //////// | 9,947 |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| Total Required Minimum Match - Cash | 9,947 | //////// | 9,947 |
| Required Minimum Match - In-Kind | //////// | //////// | //////// |
| 1) | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| Total Required Minimum Match - In-Kin | 0 | //////// | 0 |
| B. Total Required Minimum Match (cash + i | 9,947 | //////// | 9,947 |
| C. Subtotal, Fed/State/Required Match Rev | 99,469 | //////// | 99,469 |
| D. USDA Cash Subsidy/Commodity Valuatio | 0 | //////// | |
| E. OAA Title V Worker Wages, Fringe Benef | 0 | //////// | |
| Local Cash, Non-Match | //////// | //////// | //////// |
| 1) County General Fund | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| 4) | 0 | //////// | |
| F. Subtotal, Local Cash, Non-Match | 0 | //////// | 0 |
| Other Revenues, Non-Match | //////// | //////// | //////// |
| 1) Donations | 0 | //////// | |
| 2) State In-Home | 0 | //////// | |
| 3) | 0 | //////// | |
| G. Subtotal, Other Revenues, Non-Match | 0 | //////// | 0 |
| Local In-Kind Resources (Includes Volunteer | //////// | //////// | //////// |
| 1) | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| H. Subtotal, Local In-kind Resources, Non-N | 0 | //////// | 0 |
| I. Client Program Income | 0 | //////// | 0 |
| J. Total Projected Revenues (Sum I C,D,E,F, | 99,469 | //////// | 99,469 |
| Percent of Grand Total | 100% | | 100.00% |

Attachment number 1 \n

HCCBG Budget
Division of Aging
Service Cost Computation Worksheet

| | Grand Total | Admin Cost | Senior Center Operation 170 |
|--|----------------|---------------|-----------------------------------|
| II. Line Item Expense | | | |
| Staff Salary From Labor Distribution Schedu | ////////// | ////////// | ////////// |
| 1) Full-time Staff | 22,604 | 0 | 22,604 |
| 2) Part-time staff (do not include Title V w | 13,478 | 0 | 13,478 |
| A. Subtotal, Staff Salary | 36,082 | 0 | 36,082 |
| Fringe Benefits | ////////// | ////////// | ////////// |
| 1) FICA | 2,760 | 0 | 2,760 |
| 2) Health Ins. | 4,069 | | 4,069 |
| 3) Retirement | 1,718 | | 1,718 |
| 4) Unemployment Insurance | 1,772 | | 1,772 |
| 5) Worker's Compensation | 1,377 | | 1,377 |
| 6) Other (Longevity) | 0 | | |
| B. Subtotal, Fringe Benefits | 11,695 | 0 | 11,695 |
| Local In-Kind Resources, Non-Match | ////////// | ////////// | ////////// |
| 1) | 0 | 0 | |
| 2) | 0 | 0 | |
| 3) | 0 | | |
| C. Subtotal, Local In-Kind Resources Non-M | 0 | 0 | 0 |
| D. OAA Title V Worker Wages, Fringe Bene | 0 | 0 | 0 |
| Travel | ////////// | ////////// | ////////// |
| 1) Per Diem | 0 | 0 | |
| 2) Mileage Reimbursement | 0 | 0 | |
| 3) Other Travel Cost | 0 | | |
| E. Subtotal, Travel | 0 | 0 | 0 |
| General Operating Expenses | ////////// | ////////// | ////////// |
| 1) Service Contracts | 51,692 | | 51,692 |
| 2) Rent, Utilities, Supplies | 0 | | |
| 3) ARMS COST | 0 | | |
| 4) Postage, Dues, Subscriptions | 0 | | |
| 5) Advertising | 0 | | |
| 6) In Home Aide Level II and III RN assessm | 0 | | |
| 7) Program Supplies | 0 | | |
| 8) Caterer | | | |
| | | | |
| | | | |
| | | | |
| | 0 | | |
| F. Subtotal, General Operating Expenses | 51,692 | 0 | 51,692 |
| G. Subtotal, Other Admin. Cost Not Allocat | ////////// | ////////// | ////////// |
| in Lines II.A through F | ////////// | ////////// | ////////// |
| | | ////////// | ////////// |
| H. Total Proj. Expenses Prior to Admin. Dist | 99,469 | 0 | 99,469 |
| I. Distribution of Administrative Cost | ////////// | 0 | 0 |
| J. Total Proj. Expenses After Admin. Distrib | 99,469 | ////////// | 99,469 |

Attach this number

| | | | |
|--|------------|------------|---------------|
| HCCBG Budget | | | |
| Service Cost Computation Worksheet | | | |
| Division of Aging | | | |
| | | | |
| | | | Senior Center |
| | Grand | | Operation |
| III. Computation of Rates | Total | | 170 |
| A. Computation of Unit Cost Rate: | ////////// | ////////// | ////////// |
| 1. Total Expenses (equals line II.J) | 99,469 | ////////// | 99,469 |
| 2. Total Projected Units | ////////// | ////////// | 0 |
| 3. Total Unit Cost Rate | ////////// | ////////// | #DIV/0! |
| B. Computation of Reimbursement Rate: | ////////// | ////////// | ////////// |
| 1. Total Revenues (equals line I.J) | 99,469 | ////////// | 99,469 |
| 2. Less: USDA (equals line I.D) | 0 | ////////// | 0 |
| Title V (equals line I.E and II.D) | 0 | ////////// | 0 |
| Non Match In-Kind (equals line I.D) | 0 | ////////// | 0 |
| 3. Revenues Subject to Unit Reimbursement | 99,469 | ////////// | 99,469 |
| 4. Total Projected Units (equals line III.A) | ////////// | ////////// | 0 |
| 5. Total Reimbursement Rate | ////////// | ////////// | #DIV/0! |
| C. Units Reimbursed Through HCCBG | #DIV/0! | ////////// | #DIV/0! |
| D. Units Reimbursed Through Program Income | #DIV/0! | ////////// | #DIV/0! |
| E. Units Reimbursed Through Remaining | #DIV/0! | ////////// | #DIV/0! |
| F. Total Units Reimbursed/Total Projected | #DIV/0! | ////////// | #DIV/0! |

99469
0

#DIV/0!

99469
#DIV/0!

#DIV/0!

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| | | |
|------------------------|--|----------|
| Attachment number 1 \n | DAAS-732A | DAAS-732 |
| | Block Grant Funding Line I.A | Col. A |
| | Required Local Match-Cash & In-Kind Line I.B | Col. B |
| | Net Service Cost Line I.C | Col. C |
| | NSIP Subsidy Line I.D | Col. D |
| | Total Funding L. I.C+I.D | Col. E |
| | Projected HCCBG Reimbursed Units Line III.C | Col. F |
| | Total Reimbursement Rate Line III.B.5 | Col. G |
| | Projected Total Service Units Line III.F | Col. I |
| | | |

| NAME AND ADDRESS | | Home and Community Care Block Grant for Older Adults | | | | | | | | | | | | |
|--|---------------|--|---------------------|---------|--------|------------------|-------------|-----------|--|--|-------------|-----------------|---------------|-------------|
| COMMUNITY SERVICE PROVIDER | | DAAS-732 (Rev. 2/16) | | | | | | | | | | | | |
| Cabarrus Active Living and Parks | | County Funding Plan | | | | County | | Cabarrus | | | | | | |
| PO Box 707 | | July 1, 2018 through June 30, 2019 | | | | | | | | | | | | |
| Concord NC 28026 | | Provider Services Summary | | | | Revision#: | | Rev Date: | | | | | | |
| Services | Ser. Delivery | | A | | | | B | C | D | E | F | G | H | I |
| | (Check One) | | Block Grant Funding | | | | Required | Net* | USDA | Total | Projected | Projected | Projected | Projected |
| | Direct | Purch. | Access | In-Home | Other | Total | Local Match | Serv Cost | Subsidy | Funding | HCCBG Units | Reimburse. Rate | HCCBG Clients | Total Units |
| Senior Center Operation 170 | | | | | 89522 | //////////////// | 9947 | 99469 | 0 | 99469 | 0 | 0 | | 0 |
| | | | | | | //////////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | //////////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | //////////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | //////////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | //////////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total | //////// | //////// | 0 | 0 | 89,522 | 89,522 | 9947 | 99469 | 0 | 99469 | //////// | //////// | 0 | 0 |
| *Adult Day Care & Adult Day Health Care Net Service Cost | | | | | | | | | | | | | | |
| | | ADC | | ADHC | | | | | | | | | | |
| Daily Care | | | | | | | | | Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding. | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | | |
| Net Ser. Cost Total | | | | | | | | | | | | | | |
| | | | | | | | | | | Authorized Signature, Title _____ Date _____ Community Service Provider | | | | |
| | | | | | | | | | | Signature, County Finance Officer _____ Date _____ Signature, Chairman, Board of Commissioners _____ Date _____ | | | | |

Exhibit 14A: List of Subcontractors**Region F - FY 19****County:** Cabarrus**Provider Name:** Cabarrus County Active Living and Parks**Provider Code:** F021

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

| Subcontractor Name | Type Agency <i>Non-Profit</i> <i>For-Profit</i> <i>Government</i> | Subcontracted Service Name | Subcontractor Contact Name, Address & Phone Number | Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.) |
|---------------------------|---|-----------------------------------|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature: _____**Title:** Director**Date:** _____

Version 2016

Page _____ of _____

**Home and Community Care Block Grant for Older Adults
County Funding Plan**

July 1, 2018 through June 30, 2019

**Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))**

Community Service Provider: Cabarrus Meals on Wheels

County: Cabarrus

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

We deliver throughout Cabarrus County. Our local hospital and doctor's offices make referrals to our program. Our brochure explaining services is translated into Spanish for Spanish speaking clients. We have partnerships with local churches in predominately low-income minority communities. These churches refer to our program, as well as, display our materials for those who may need our service.

July 1, 2018 through June 30, 2019
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Cabarrus County Meals on Wheels agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:

- a) The County Funding Plan
- b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
- c) The Division of Aging Services Standards manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 14M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Kimberly Strong

April 24, 2018
(Authorized Signature)

Kimberly Strong
(Date)

DAAS-732A1 FY: 2019 2/16

AGENCY
NAME: Cabarrus Meals on Wheels

Attachment number 1 \n

AGENCY
NAME: Cabarrus Meals on Wheels

| | | FULL TIME | TOTAL | ADMIN. | Home |
|-------------------|----------|-------------|--------|--------|------------------|
| STAFF NAME | POSITION | PART TIME | HOURS | HOURS | Delivered 020 |
| Kitchen Manag | Manager | FULL TIME | 60 | 40 | 20 |
| Kitchen Asst. M | 0 | FULL TIME | 60 | 40 | 20 |
| Kitchen Utilities | 0 | Part time | 30 | 20 | 10 |
| Kitchen Utilities | 0 | Part time | 30 | 20 | 10 |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| 0 | 0 | 0 | 0 | | |
| | | SUBTOTAL FT | 120 | 80 | 40 |
| | | SUBTOTAL PT | 60 | 40 | 20 |
| | | TOTAL | 180 | 120 | 60 |
| | | PERCENT FT: | 66.67% | 0.67 | 0.67 |
| | | PERCENT PT: | 33.33% | 0.33 | 0.33 |

| HCCBG Budget | | | |
|---|----------------|----------|--------------------------|
| North Carolina Division of Aging | | | |
| Service Cost Computation Worksheet c:732A.xls | | | |
| Provider: Cabarrus Meals on Wheels, Inc | | | |
| County: Cabarrus | | | |
| Budget Period: July 1, 2018 through June 30, 2019 | | | |
| Revision __yes, __no, revision date _____ | | | |
| USDA(NSIP) reimbursement is \$.75/meal | | | |
| | Grand Total | | Home Delivered 020 |
| I. Projected Revenues | | | |
| A. Fed/State Funding From the Division of A | 72,427 | //////// | 72,427 |
| Required Minimum Match - Cash | //////// | //////// | //////// |
| 1) County General Fund | 8,047 | //////// | 8,047 |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| Total Required Minimum Match - Cash | 8,047 | //////// | 8,047 |
| Required Minimum Match - In-Kind | //////// | //////// | //////// |
| 1) | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| Total Required Minimum Match - In-Kind | 0 | //////// | 0 |
| B. Total Required Minimum Match (cash + i | 8,047 | //////// | 8,047 |
| C. Subtotal, Fed/State/Required Match Rev | 80,474 | //////// | 80,474 |
| D. USDA Cash Subsidy/Commodity Valuat | 36,000 | //////// | 36,000 |
| E. OAA Title V Worker Wages, Fringe Benef | 0 | //////// | |
| Local Cash, Non-Match | //////// | //////// | //////// |
| 1) County General Fund | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| 4) | 0 | //////// | |
| F. Subtotal, Local Cash, Non-Match | 0 | //////// | 0 |
| Other Revenues, Non-Match | //////// | //////// | //////// |
| 1) Donations | 425,000 | //////// | 425,000 |
| 2) Fundraisers | 100,000 | //////// | 100,000 |
| 3) | 0 | //////// | |
| G. Subtotal, Other Revenues, Non-Match | 525,000 | //////// | 525,000 |
| Local In-Kind Resources (Includes Volunteer | //////// | //////// | //////// |
| 1) | 0 | //////// | |
| 2) | 0 | //////// | |
| 3) | 0 | //////// | |
| H. Subtotal, Local In-kind Resources, Non-M | 0 | //////// | 0 |
| I. Client Program Income | 0 | //////// | 0 |
| J. Total Projected Revenues (Sum I C,D,E,F, | 641,474 | //////// | 641,474 |
| Percent of Grand Total | 100% | | 100.00% |

HCCBG Budget
Division of Aging
Service Cost Computation Worksheet

| | Grand Total | Admin Cost | Home Delivered 020 |
|---|-------------------|-------------------|--------------------------|
| II. Line Item Expense | | | |
| Staff Salary From Labor Distribution Schedu | ////////// | ////////// | ////////// |
| 1) Full-time Staff | 53,000 | 0 | 53,000 |
| 2) Part-time staff (do not include Title V w | 0 | 0 | 0 |
| A. Subtotal, Staff Salary | 53,000 | 0 | 53,000 |
| Fringe Benefits | ////////// | ////////// | ////////// |
| 1) FICA | 4,055 | 0 | 4,055 |
| 2) Health Ins. | 0 | | 0 |
| 3) Retirement | 0 | | 0 |
| 4) Unemployment Insurance | 2,300 | | 2,300 |
| 5) Worker's Compensation | 2,500 | | 2,500 |
| 6) Other (Longevity) | 0 | | |
| B. Subtotal, Fringe Benefits | 8,855 | 0 | 8,855 |
| Local In-Kind Resources, Non-Match | ////////// | ////////// | ////////// |
| 1) | 0 | 0 | |
| 2) | 0 | 0 | |
| 3) | 0 | | |
| C. Subtotal, Local In-Kind Resources Non-M | 0 | 0 | 0 |
| D. OAA Title V Worker Wages, Fringe Bene | 0 | 0 | 0 |
| Travel | ////////// | ////////// | ////////// |
| 1) Per Diem | 0 | 0 | |
| 2) Mileage Reimbursement | 0 | 0 | |
| 3) Other Travel Cost | 0 | | |
| E. Subtotal, Travel | 0 | 0 | 0 |
| General Operating Expenses | ////////// | ////////// | ////////// |
| 1) Service Contracts | 15,000 | | 15,000 |
| 2) Rent, Utilities, Supplies | 155,000 | | 155,000 |
| 3) ARMS COST | 480 | | 480 |
| 4) Postage, Dues, Subscriptions | 13,139 | | 13,139 |
| 5) Advertising | 5,000 | | 5,000 |
| 6) In Home Aide Level II and III RN assessm | 0 | | |
| 7) Program Supplies | 347,000 | | 347,000 |
| 8) other staff salary | | | 44,000 |
| | | | |
| | | | |
| | | | |
| | 0 | | |
| F. Subtotal, General Operating Expenses | 579,619 | 0 | 579,619 |
| G. Subtotal, Other Admin. Cost Not Allocat | ////////// | ////////// | ////////// |
| in Lines II.A through F | ////////// | ////////// | ////////// |

| | | | |
|--|----------|----------|----------|
| | | //////// | //////// |
| H. Total Proj. Expenses Prior to Admin. Dis | 641,474 | 0 | 641,474 |
| I. Distribution of Administrative Cost | //////// | 0 | 0 |
| J. Total Proj. Expenses After Admin. Distrib | 641,474 | //////// | 641,474 |

HCCBG Budget
Service Cost Computation Worksheet
Division of Aging

| | | | |
|--|----------------|----------|--------------------------|
| | | | |
| | Grand Total | | Home Delivered 020 |
| III. Computation of Rates | | | |
| A. Computation of Unit Cost Rate: | | | |
| 1. Total Expenses (equals line II.J) | 641,474 | //////// | 641,474 |
| 2. Total Projected Units | 120,000 | //////// | 120,000 |
| 3. Total Unit Cost Rate | //////// | //////// | 5.3456 |
| B. Computation of Reimbursement Rate: | | | |
| 1. Total Revenues (equals line I.J) | 641,474 | //////// | 641,474 |
| 2. Less: USDA (equals line I.D) | 36,000 | //////// | 36,000 |
| Title V (equals line I.E and II.D) | 0 | //////// | 0 |
| Non Match In-Kind (equals line | 0 | //////// | 0 |
| 3. Revenues Subject to Unit Reimburse | 605,474 | //////// | 605,474 |
| 4. Total Projected Units (equals line III.A | //////// | //////// | 120,000 |
| 5. Total Reimbursement Rate | //////// | //////// | 5.0456 |
| C. Units Reimbursed Through HCCBG | 15,949 | //////// | 15,949 |
| D. Units Reimbursed Through Program In | 0 | //////// | 0 |
| E. Units Reimbursed Through Remaining | 104,051 | //////// | 104,051 |
| F. Total Units Reimbursed/Total Projecte | 120,000 | //////// | 120,000 |

605474

120000

5.0456

80474

15949

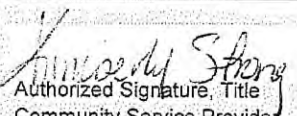
5.0457

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| | |
|--|----------|
| DAAS-732A | DAAS-732 |
| Block Grant Funding Line I.A | Col. A |
| Required Local Match-Cash & In-Kind Line I.B | Col. B |
| Net Service Cost Line I.C | Col. C |
| NSIP Subsidy Line I.D | Col. D |
| Total Funding L. I.C+I.D | Col. E |
| Projected HCCBG Reimbursed Units Line III.C | Col. F |
| Total Reimbursement Rate Line III.B.5 | Col. G |
| Projected Total Service Units Line III.F | Col. I |

| NAME AND ADDRESS | | Home and Community Care Block Grant for Older Adults | | | | | | | | | | | | |
|--|---------------|--|---------------------|---------|-------|------------|--|-----------|---------|---------|-------------|-----------------|---------------|-------------|
| COMMUNITY SERVICE PROVIDER | | County Funding Plan | | | | | DAAS-732 (Rev. 2/16) | | | | | | | |
| Cabarrus Meals on Wheels | | County | | | | | Cabarrus | | | | | | | |
| 1701 S Main Street | | July 1, 2018 through June 30, 2019 | | | | | Revision#: Rev Date: | | | | | | | |
| Kannapolis NC 28081 | | Provider Services Summary | | | | | Revision#: Rev Date: | | | | | | | |
| Services | Ser. Delivery | | A | | | | B | C | D | E | F | G | H | I |
| | (Check One) | | Block Grant Funding | | | | Required | Net* | USDA | Total | Projected | Projected | Projected | Projected |
| | Direct | Purch. | Access | In-Home | Other | Total | Local Match | Serv Cost | Subsidy | Funding | HCCBG Units | Reimburse. Rate | HCCBG Clients | Total Units |
| Home Delivered 020 | | | | 72427 | | ////////// | 8047 | 80474 | 0 | 80474 | 15949 | 5.0456 | 80 | 120000 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | | | | ////////// | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total | //////// | //////// | 0 | 72427 | 0 | 72,427 | 8047 | 80474 | 0 | 80474 | ////////// | ////////// | 80 | 120000 |
| *Adult Day Care & Adult Day Health Care Net Service Cost | | | | | | | | | | | | | | |
| | | | ADC | | ADHC | | Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding. | | | | | | | |
| Daily Care | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | | |
| Net Ser. Cost Total | | | | | | | | | | | | | | |
| | | | | | | | Signature, County Finance Officer Date | | | | | | | |
| | | | | | | | Signature, Chairman, Board of Commissioners Date | | | | | | | |



 Authorized Signature, Title
 Community Service Provider

April 24 2018
 Date

Exhibit 14A: List of Subcontractors**Region F - FY 19****County:** Cabarrus**Provider Name:**

Cabarrus Meals on Wheels

Provider Code: F003

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

| Subcontractor Name | Type Agency Non-Profit For-Profit Government | Subcontracted Service Name | Subcontractor Contact Name, Address & Phone Number | Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.) |
|---------------------------|---|-----------------------------------|---|---|
| NONE | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:**Title:****Date:**

Version 2016

Page ____ of ____



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

DHS - Human Services Transportation Maintenance Contract

BRIEF SUMMARY:

A vehicle maintenance RFP was advertised. Upon review of the bids, it is requested to award GMAX Automotive a contract for vehicle maintenance.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and GMAX Automotive, and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Bid](#)



Response to Request for Proposal
Regarding "Vehicle Maintenance Services for CCTS"

Submitted to:

Tom Nunn
Cabarrus County Government Center
Finance Department
65 Church Street, SE
Concord, NC 28025

Submitted by:

GMAX Automotive and Xcessories, Inc.
6300 Highway 49 N
Mount Pleasant, NC 28124

GMAX Automotive & Xccessoires, Inc.

6300 NC Hwy 49
Mt. Pleasant NC 28124
Work (704) 436-2024
Fax (704) 436-2034

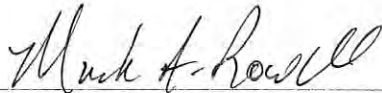
May 11th, 2018

Tom Nunn
Cabarrus County Transportation Services
65 Church Street, SE
Concord NC 28025

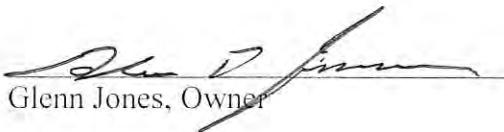
Dear Mr. Nunn,

We are pleased to submit to you the vehicle maintenance service proposal due no later than May 21, 2018 by 3:00pm. This report was prepared in accordance with the Request for Proposal for the vehicle maintenance for the Cabarrus County Transportation Service.

Sincerely,



Mark Rowell, Owner



Glenn Jones, Owner

To: CCTS Fleet Management.

The reason GMAX Automotive & Xccessoires Inc. services is the best repair facility for your fleet of vehicles is that we can customize schedule maintenance program specifically for your fleet of vehicles.

Our system will track each vehicle's mileage. We will check each vehicle's mileage weekly and match the mileage up with CCTS service manuals requirements. Then we send the recommended service for each vehicle to the fleet supervisor for approval. Once the fleet supervisor approves the services we then set the work to be performed for the flowing week.

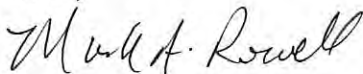
We match the services up on the days that we wash and sanitize the vehicles; this will reduce the down time for that vehicle. To help keep the fleet supervisor informed on the up coming service all of the services are printed on the invoice for that vehicle. GMAX Automotive & Xccessoires Inc. will pick up the vehicles and take them back on the day of the washes and services to save CCTS man hours.

All of our employees are drug tested to CCTS standards. We hold our employees to the highest quality and performance levels to maintain the best quality of work to meet all of CCTS standards that you expect from your maintenance service provider.

We enroll in all types of classes to keep GMAX Automotive & Xccessoires Inc. up to date in today's changing vehicles and their maintenance needs. No other company will work harder than GMAX Automotive & Xccessoires Inc. to provide you with the very best service from our staff that does the scheduling, giving the estimates, performing the repairs, washes and the pick up and delivery. We believe in communications. You have to have professional communication between two companies to help provide a great working environment so every one is together and on the same page.

GMAX Automotive & Xccessoires Inc. looks forward to continue to provide CCTS with the class "A" services you need to maintain your fleet of vehicles. If there are any questions that we can answer for you please contact us at 704-436-2024 or e-mail markrowell@gmaxautomotive.com Thank you for allowing us to provide CCTS with this proposal.

Sincerely



Mark Rowell / owner



Glenn Jones / owner

1.1 GENERAL

Summary of Proposal

GMAX Automotive and Xecessories, Inc. (GMAX) is pleased to offer our bid to provide the vehicle maintenance services for Cabarrus County Transportation Service (CCTS).

As owners, Mark Rowell and Glenn Jones have a combined total of over fifty years experience in providing the above services. We have an extremely satisfying track record in meeting the wants of our customers. GMAX currently handles the maintenance and cleaning needs for the CCTS fleet and we have had a great working business relationship. GMAX has the necessary resources, manpower and systems and processes in place to meet the demands for CCTS at the required standards set forth in the Request for Proposal (RFP). GMAX brings some major advantages to the table as shown below:

- Each invoice includes all upcoming services. This keeps the fleet supervisor informed and gives him/her helpful information when scheduling the vehicle for use.
- GMAX is already active with a drug testing facility (Wolfe Data) and our employees are drug tested to CCTS standards.
- We can minimize downtime by offering a same day pick up and return service for each vehicle being serviced and/or washed

1.2 PROPOSAL RESPONSE

TECHNICAL SPECIFICATIONS

GMAX is familiar with and is well geared to meet the **PROJECT AND BACKGROUND OF SYSTEMS** as indicated in the RFP. We already have a customized maintenance program specific to CCTS. This schedule tracks each vehicle's weekly mileage and matches the mileage to CCTS's service manual requirements. Notifications of upcoming services due are sent to the fleet supervisor and upon receipt of approval service is scheduled. We strive to match approved maintenance services with the scheduled dates for washes and sanitations to reduce vehicle downtime.

RESPONSES TO SCOPE OF WORK WITH STATED DELIVERABLES

GMAX meets and/or exceeds the RFP requisites including the following:

1. We will provide all necessary supplies and tools to perform the management and operation of motor vehicle maintenance functions as defined in the SCOPE OF WORK. These supplies and materials will conform to CCTS specifications and standards.
2. Work orders identifying the required services to be performed shall be submitted to CCTS.
3. Only material approved by CCTS will be used for the vehicles being serviced.
4. The RFP items listed at the bottom of page 6 and the top of page 7 are all available at GMAX.
5. Our hours of operation are Monday through Friday from 8:00AM to 5:00PM.
6. All vehicles shall be maintained to the standards required by the CCTS mandatory directives and manuals.
7. GMAX will provide and add all necessary replenishment fluids/lubricants that meet the standards set forth by CCTS directives and manuals.
8. On-site maintenance will be provided when/if necessary.
9. Emergency mobile maintenance will be provided to disabled vehicles when/if needed.
10. Tire repair and replacement will be handled in accordance of the CCTS directives and manuals. GMAX will dispose of unserviceable tires.
11. Accountability documents will be maintained by GMAX. These documents will be made available to CCTS upon request.
12. A customized comprehensive maintenance program will be created and maintained by GMAX.
13. GMAX will be responsible for protective clothing and equipment in accordance with OSHA standards.
14. All GMAX employees will have valid professional certificates and be licensed in NC before operating county vehicles.
15. Repair parts used will be equal to or exceed the quality of replacement parts supplied by the original manufacturer.
16. Service and repair wheel chair lifts
17. We have the up dated alignment machine that will allow us to perform the electronic steering wheel adjustment.

SERVICE FACILITY LOCATION AND CONTACTS

Please see the attached Contractor Information Sheet.

PREVENTIVE MAINTENANCE SERVICE

GMAX will adhere to and/or exceed the manufacturers recommended minimum maintenance requirements for Regular, Unscheduled, Yearly, Mileage Specific, and General Inspection services listed within the RFP. While GMAX does not currently provide Wheelchair Lift Maintenance, this is an area we may pursue in the future.

QUALITY CONTROL PROGRAM

GMAX agrees to comply with the Federal and State administrative requirements detailed in the RFP.

QUALITY ASSURANCE

GMAX agrees to the terms of the RFP regarding Quality Assurance.

ADMINISTRATION

GMAX understands and accepts the conditions within the RFP.

CONTRACT COST ADJUSTMENTS & CONTRACT TERMINATION

GMAX understands and accepts the conditions within the RFP.

MANDATORY INSURANCE REQUIREMENTS

Please see the attached Certificates of Insurance naming CCTS as additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2018

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

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

| | | | |
|---|--|---|--|
| PRODUCER Michael R. Bare & Associates 2500 Crownpoint Executive Drive Charlotte, NC 28227 | | CONTACT NAME PHONE (A/C, No. Ext.) 704-248-8000 FAX (A/C, No.) 704-248-8001 E-MAIL ADDRESS | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A Nationwide Insurance Company | |
| | | INSURER B Markel Insurance Company | |
| | | INSURER C | |
| | | INSURER D | |
| | | INSURER E | |
| | | INSURER F | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | | ACP 2203100862 | 05-14-18 | 05-14-19 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 1,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PERSONAL & ADV NJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | ACP 2203100862 | 05-14-18 | 05-14-19 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY NJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY NJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | | \$ | |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | DED RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | MWC 0095887-01 | 06-05-17 | 06-05-18 | WC STATUTORY LIMITS OTH ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | EL EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | EL DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | EL DISEASE - POLICY LIMIT \$ 500,000 |
| A | Garagekeepers | | | ACP 2203100862 | 05-14-18 | 05-14-19 | \$200,000-Direct/Prim |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule if more space is required)
Cabarrus County agents, officers & employees are named as Additional Insured with regard to General Liability

Coverage is Primary & Non-Contributory

| | |
|--|--|
| CERTIFICATE HOLDER Cabarrus County ATTN: Risk Management PO Box 707 Concord, NC 28026 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE |
|--|--|

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Request for Proposal

Vehicle Maintenance Services

Interested Vendors should submit their proposals by **3:00 PM**, on **Monday, May 21, 2018** to the following address:

Tom Nunn
Cabarrus County Government Center
Finance Department
65 Church Street, SE
Concord, NC 28025

Or;

Tom Nunn
Cabarrus County Government Center
Finance Department
PO Box 707
Concord, NC 28026-0707

The proposal opening will be held in this location:

Cabarrus County Government Center
Board of Commissioners Meeting Room (2nd Floor)
65 Church Street, SE
Concord, NC 28025

Any late proposals will be returned unopened. The official clock is located inside the Commissioner's Chamber.

Vendors should submit sealed proposals clearly marked with

Vehicle Maintenance Services for Cabarrus County Transportation Service.

REQUEST FOR PROPOSALS FOR VEHICLE MAINTENANCE SERVICES

Cabarrus County Transportation Service (CCTS), hereinafter referenced as CCTS, will receive request for proposals (RFP) to establish vehicle maintenance service contracts. It is the intent of this RFP to establish one or more contracts with responsible and reliable Contractors. The contract(s) will be cost reimbursement, all work will be priced and pre-approved prior to the start of the work efforts. CCTS will then enter into a contract for a 12 month.

Interested parties may obtain a complete copy of the Request for Proposal by contacting:

Sealed Proposals are due by

Issuance of this Request for Proposal does not commit CCTS to award a contract, to pay any costs incurred in preparation of a proposal or to procure or contract for related services or supplies. This procurement is subject to financial assistance grants between CCTS, the North Carolina Department of Transportation (NCDOT), and the Federal Transit Administration (FTA) and /or American Reinvestment and Recovery Act (ARRA). CCTS reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its own best interest. This RFP is issued Pursuant to **FTA Circular 4220.1F**.

All Contractors must certify they are not on the federal or state list of ineligible Contractors. The Comptroller General's federal list of ineligible Contractors is located at the web site www.epls.gov. The state list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/. The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: <https://apps.dot.state.nc.us/vendor/directory>.

The following is the anticipated solicitation schedule:

| DATE | EVENT |
|--------------------------|--|
| 05/07/2018 | <i>Issuance of RFP. CCTS issues this RFP.</i> |
| 05/21/2018 | <i>Proposal Submission. Sealed proposals are due by 3:00 PM EST as described.</i> |
| 05/21/2018 | <i>Bid opening will take place at 3:00 PM EST in the Board of Commissioners meeting room, 2nd Floor Government Center.</i> |
| | |
| 05/21/2018 06/01/2018 | <i>Evaluation. During this period, the Evaluation Committee will conduct a full detailed evaluation of Proposals and References. Site visits and interviews may be held.</i> |
| 06/18/2018 | <i>Recommendation to Governing Body for Award.</i> |

SELECTION CRITERIA

This procurement will be conducted using formal (sealed) competitive proposal procedures. It is the intent of CCTS to conduct technical evaluations of proposals received, hold Contractor site visits and / or interviews,

conduct negotiations with one or more Contractors, and select one or more Contractors, with the goal of

promoting fairness and competition.

All proposals will be evaluated by CCTS personnel who will determine which proposals are responsive and rank them. For questions please contact slparnell@cabarruscounty.us.

The Committee shall make its findings and award recommendations to the Cabarrus County Board of Commissioners. The Board of Commissioners shall award all competitive proposal contracts to the responsible Companies/Firms whose proposals are the most advantageous, considering price and technical requirements. Cabarrus County reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its own best interest as provided in N.C.G.S. 143-129(b).

Notwithstanding any provision in this RFP or subsequent Agreement to the contrary, if funds are not appropriated either by the federal or state governments or the County Board of Commissioners for a fiscal period subsequent to the one in which an agreement is entered into, which are sufficient to satisfy the County's obligations under the agreement for that period the sole remedy is to terminate the Agreement, retain any advance payments and collect from the County all amounts due for services actually rendered.

The following criteria will be used to evaluate the proposals.

| |
|--|
| Criteria |
| Proposal Response - how well the issues are addressed, |
| Qualifications and Experience |
| References |
| Costs |

INSTRUCTIONS TO PROPOSERS

SUBMITTAL REQUIREMENTS

The information included in this document is designed to assist with responding to the RFP by indicating the desires of the procuring agency. All respondents must accurately and completely fill out the *Maintenance Response Form*.

Respondents to this RFP may only communicate with the designated contact listed in this RFP regarding the RFP and/or selection process. All communication shall be **in writing**. Companies/Firms shall have no contact related to this project with elected officials or appointed officials other than the CCTS designated contact listed in this RFP.

The proposal will be valid for a period of 120 days from submission. Following a six (6) month probationary period, the contract period shall be for 36 months with an option of up to two (2) 12-month extensions.

All submitted proposals must adhere to the following guidelines:

1. Be typed on 8 1/2" by 11" paper
2. Mail to the address on Page 1, in SEALED packages clearly marked "Vehicle Maintenance Services for CCTS"
3. Be received on or before opening date and time,

| SUBMISSION PACKET CHECKLIST | | |
|--|---|----------------------|
| The checklist below is provided to help proposers with compilation of documents requested in this RFP. | | |
| Check (✓) | INCLUDED IN PACKET | Sign Off as Complete |
| ✓ | A. Letter of Transmittal | Mark A Rowell |
| ✓ | B. Maintenance Response Form | Mark A Rowell |
| ✓ | C. Certificates of Insurance | Mark A Rowell |
| ✓ | D. Form of Proposal and Acknowledgement of Addenda | Mark A Rowell |
| ✓ | E. Required Submissions from Appendices | Mark A Rowell |
| ✓ | F. Submission of Packet Checklist - Completed | Mark A Rowell |
| ✓ | One (1) original printed document and a CD (or other electronic format) of completed and signed proposal response | Mark A Rowell |

TECHNICAL SPECIFICATIONS

PROJECT AND BACKGROUND OF SYSTEMS

The key elements of this maintenance program include, a comprehensive preventive maintenance schedule, full utilization of standard warranty coverage and customer service responsiveness. Contractors work collaboratively with staff to maximize cost efficiencies, minimize unscheduled repairs and downtime and ensure quality service while providing mechanically sound, safe, reliable and clean vehicles. Attention is always focused on balancing costs and providing effective service.

Based on the North Carolina Department of Transportation Capital Replacement Schedule, the vehicles (18') in this fleet are to have a 100,000 mile life cycle and the light transit vehicles (20+') shall have a 130,000 mile life cycle, pending final approval and funding availability by the North Carolina Department of Transportation.

The following table lists the fleet to be included in this contract. Please note that as vehicles are replaced or expansion occurs vehicles may be substituted, deleted, or added to the fleet. The maintenance classification will relate directly to the Preventive Maintenance Schedule that will be discussed later in this document. The maintenance plan required by the Federal Transit Administration and the North Carolina Department of Transportation is included in the attachments.

FLEET CHARACTERISTICS **(Fleet Inventory vehicles)**

Headings from PTMS except fuel type and miles driven in last fiscal year

| License Plate # | Local Fleet # | Model Year | Model | VIN Number | Vehicle Type | Fuel Type | Mileage as of 5-4-18 | Miles Driven Last FY |
|-----------------|---------------|------------|-------|-------------------|--------------|-----------|----------------------|----------------------|
| 11731V | 1 | 2008 | LV | 1FD3E35L28DA32354 | Ford | Gas | 243894 | |
| 11741V | 11 | 2009 | LV | 1FDEE35L59DA13839 | Ford | Gas | 229481 | |
| 11742V | 12 | 2009 | LV | 1FDEE35LX9DA13836 | Ford | Gas | 230880 | |
| 11743V | 14 | 2009 | LV | 1FDEE35L09DA03087 | Ford | Gas | 200219 | |
| 70112V | 20 | 2013 | LV | 1FFEE3FL4DDA50792 | Ford | Gas | 134514 | |
| 70111V | 21 | 2013 | LV | 1FDEE3FL4DDA50789 | Ford | Gas | 174055 | |
| 70108V | 22 | 2013 | LV | 1FDEE3FL2DDA50788 | Ford | Gas | 106208 | |
| 70109V | S-23 | 2013 | LV | 1FDEE3FL6DDA50793 | Ford | Gas | 144267 | |
| 70113V | S-24 | 2013 | LV | 1FFEE3FL4DDA50790 | Ford | Gas | 156874 | |
| 7-110V | S-25 | 2013 | LV | 1FDEE3FL2DDA50791 | Ford | Gas | 145784 | |
| 62378V | 26 | 2014 | LV | 1FDEE3FLXEDA68683 | Ford | Gas | 113489 | |
| 62379V | 27 | 2014 | LV | 1FDEE3FLIEDA68684 | Ford | Gas | 121728 | |
| 62380V | 28 | 2014 | LV | 1FDEE3FL3EDA75815 | Ford | Gas | 85331 | |
| 77116V | 29 | 2015 | LV | 1FDEE3FL7FDA15666 | Ford | Gas | 70281 | |
| 77117V | 30 | 2015 | LV | 1FDEE3FL5FDA15665 | Ford | Gas | 95431 | |
| 77115V | 31 | 2015 | LV | 1FDEE3FL1FDA15663 | Ford | Gas | 77512 | |
| 77119V | 32 | 2015 | LV | 1FDEE3FL3FDA15664 | Ford | Gas | 84909 | |
| 84752V | 33 | 2016 | LV | 1FDEE3FL8GDC27073 | Ford | Gas | 50298 | |
| 84787V | 34 | 2016 | LV | 1FDEE3FLXGDC27074 | Ford | Gas | 66119 | |
| 84747V | 35 | 2016 | LV | 1FDEE3FL1GDC27075 | Ford | Gas | 60897 | |

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|--------|----|------|------|-------------------|------|-----|-------|--|
| 84751V | 36 | 2016 | LV | 1FDEE3FL3GDC27076 | Ford | Gas | 60306 | |
| 84750V | 37 | 2016 | LV | 1FDEE3FL5GDC27077 | Ford | Gas | 59173 | |
| 95706V | 38 | 2017 | GALA | 1FDEE3FS7HDC37831 | Ford | Gas | 22233 | |
| 95705V | 39 | 2017 | GALA | 1FDEE3FS9HDC37832 | Ford | Gas | 27053 | |
| 95707V | 40 | 2017 | GALA | 1FDEE3FS5HDC38119 | Ford | Gas | 28768 | |
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SCOPE OF WORK WITH STATED DELIVERABLES

Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the management and operation of motor vehicle maintenance functions as defined in this Scope of Work. All supplies and materials shall be of a type and quality that conform to CCTS specifications and standards. All supplies, materials, and equipment to be used in the performance of work described herein are subject to the approval of CCTS.

The contractor must submit to CCTS a work order identifying the work to be performed.

The contractor shall not use any materials, chemicals, or compounds which CCTS determines would be unsuitable for the intended purpose or harmful to the vehicles being serviced.

The following is a list of products CCTS requires for vehicle maintenance purposes. Each product submitted must be identified with one of these categories. It is desirable that vendors be able to supply the greatest number of all services listed below.

The vendor must give all CCTS maintenance requests top priority attention.

The vendor will provide the following items:

Professional Welding Services

Exhaust Services to include Catalytic Converter Services

Emergency Road Service and Shuttle transportation when/if required

Alignment Equipment capable up to a 210" wheel base and 14,000 lbs
Up to date diagnostic scanning equipment

Tire Pressure Monitoring Equipment with reprogrammable capability

Tire Equipment to properly remove, replace and balance tires
Brake Lathe Machine Capable of Turning Rotors and Drums
Ability to look up Technical Service Bulletin Recalls
Coolant Flush Machines
Transmission Flush Machines
The Ability to Work Directly with the Vehicle Manufacturers

The contractor shall provide intermediate maintenance, preventive maintenance and scheduled inspections/tests; repair/replace unserviceable parts, assemblies, subassemblies and components; refinish, fabricate parts, make modifications; repair accessories and auxiliary equipment, and body and structural repair.

Vehicle Maintenance normal hours of operation shall be continuous from 8:00 AM to 5:00PM daily, Monday through Friday

The contractor shall provide on-call response within 60 minutes for weekends, holidays, and after normal duty hours for emergency vehicle repair. This work shall be continuous 24 hours a day, 7 days a week until completed, unless approved by CCTS.

Recognized Holidays. Except for work categorized as emergency, the contractor is not required to provide all services on the federal holidays.

NOTE: Any of the above holidays falling on a Saturday or Sunday shall be observed on the date designated by the Federal Government. (List of recognized Holidays should be provided)

The contractor shall maintain all vehicles to the standards required by CCTS mandatory directives and manuals. CCTS manuals available in email format upon request.

The contractor shall accomplish scheduled preventive maintenance, concurrent and special inspections, tests, and calibration.

The contractor shall be responsible for installation or transfer of vehicle accessories and special equipment as approved by CCTS. The contractor shall be responsible for repairs and parts after installation which should fall under warranty.

The contractor shall be responsible for accomplishing minor repairs estimated at two labor hours or less. Work Orders shall be used to document minor maintenance. Minor maintenance repairs shall begin not longer than 45 minutes after receipt of vehicle for maintenance.

The contractor shall provide, issue, and add all replenishment fluids/ lubricants to include; engine oils, transmission, brake and hydraulic fluids, gear lubricants, and coolants that meet the standards set forth by CCTS directives and manuals. CCTS manuals available in email format upon request.

The contractor shall provide on-site maintenance for vehicles and equipment which because of their design or immobility cannot economically be delivered to the vehicle maintenance facility. The contractor shall develop a list of these assets, by registration number, keep the list current, and provide CCTS a copy within 10 days after contract award and update changes as they occur.

- The contractor shall provide emergency mobile maintenance to start or repair vehicles and equipment that becomes disabled. This service shall be provided as soon as possible, but dispatch shall begin not longer than 30 minutes, after notification of the requirement.

The contractor shall provide repair and replacement of vehicle and equipment tires in accordance with CCTS directives and manuals. Disposal of unserviceable tires shall be the contractor's responsibility in accordance with approved environmental procedures.

The contractor shall maintain strict control of all accountable documents. This includes logs and registers required by CCTS. These documents will be made available to CCTS upon request.

The contractor shall ensure that a Vehicle Maintenance Manager is responsible for the development and execution of a comprehensive vehicle maintenance program. Program includes planning utilization of resources, managing facilities and equipment, analyzing operational problems and taking corrective action; and providing technical and administrative advice to vehicle/equipment using organizations. Determining and resolving technical matters/problems involved in the repair and maintenance of vehicles and equipment; preparing and defining budgets for the operation of the vehicle maintenance program.

Some classifications of work may require special protective clothing; coveralls, aprons, masks, face shields, reflective vests, back supports, gloves, and steel-toed safety shoes/boots in accordance with the regulations covering the job descriptions. The contractor shall be responsible for identifying those job classifications requiring protective clothing and equipment in accordance with OSHA standards.

The contractor shall ensure that employees have current and valid professional certifications before operating county vehicles. Vehicle Operations drivers must be licensed by the appropriate State to operate vehicles used in the performance of this contract on federal, state, and local highway systems.

The contractor shall provide motor vehicle and equipment repair parts equal to or exceeding the quality of replacement parts supplied by the original equipment manufacturer.

Commercially purchased or contractor rebuilt parts may be used if they equal or exceed the quality of the original parts.

CCTS may award multiple contracts for each maintenance activity.

For cost and service efficiencies, CCTS prefers to have a single Contractor that is able to perform all services. However, if necessary, Contractors may subcontract specialty work to subcontractors who have been approved prior to the start of work. The Contractor shall be responsible for all costs associated with doing business with its subcontractors unless otherwise mutually agreed upon with CCTS.

Service Facility Location and Contacts

A Contractor Information Sheet is included. Proposers must submit this form with their proposal. When information on the form changes a new form should be submitted. The form includes the facility location and primary and secondary contact information.

PREVENTIVE MAINTENANCE SERVICE

The description of preventive maintenance activities follows:

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. CCTS will maintain all vehicles and wheel chair lifts in the best possible operational conditions. This will be accomplished by adhering to and/or exceeding the manufacturer's recommended minimum maintenance requirements.

Each CCTS transportation vehicle is assigned a number by the Transportation Supervisor which is affixed to each vehicle in a visible location along with the phone number.

Every van driver is responsible for ensuring that periodic maintenance is performed on the vehicle assigned to him/her at CCTS. The van driver will indicate on the Pre-Trip Inspection Form when the vehicle is within 500 miles of the next scheduled service.

All requests for service must be forwarded to the Maintenance Supervisor. Repairs other than scheduled maintenance must be submitted to the mechanic and repairs are posted on the Maintenance Repair form. A copy of the form must be taken to the Service Center with the vehicle and a copy of the form is filed with the Maintenance Supervisor and posted in the Vehicle Maintenance Log.

In the event of a mechanical failure while the vehicle is in service, the driver will call the Maintenance Supervisor to report the need for service. The coordinator will contact the Service Center during normal business hours or the wrecker service at other times.

PREVENTIVE MAINTENANCE SCHEDULE

Be alert and ready to make schedule alterations according to your specific needs. When making alterations, be sure to document any changes and update this list for reference.

Regularly

Wash vehicle interior and exterior – determine need by the amount of use and road conditions. (Salt used for clearing roads and chloride compounds used to control dust on unpaved roads may require more frequent washes.

Clean the windshield wiper blades as required.

Unscheduled

Replace:

Alternator

Starter motor

Windshield wiper motor

Windshield wiper blades

Exhaust components: muffler, manifolds, pipes, hangers and clamps, headlamps, turn signal bulbs, brake lights and marker lights.

Vehicle interior fittings, seat materials

Wheelchair lift components

Wheelchair restraint components

Every Year

Flush radiator

Replace coolant

Service air conditioner

Replace all hoses; more often if necessary.

Mileage Specific

* In dusty areas, the air filter should be replaced every 10,000 miles.

** PVC valve and brake pad replacements and engine tune-ups may need to be performed more often than suggested in this schedule.

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|--------|---|
| 5,000 | OFC =Oil & Filter change, Lubricate all fittings, inspect all lights, Exhaust; belts, hoses, operate wheel chair lifts, check air filter (Ford) check for tire rotation. |
| 10,000 | Pull Wheels and check brakes, check wheel bearings, check ball joints, OFC= oil &filter oil change, lubricate all fittings, inspect all lights, exhaust, belts hoses, operate wheel chair lifts, check air filter (Ford) check for tire rotation. |
| 12,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |
| 15,000 | Transmission flush, fuel filter change (FORD), check air filter (DODGE) OFC= oil & filter change, lubricate all fittings, inspect all lights , exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation. |
| 20,000 | OFC= oil & filter change, lubricate all fittings, all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD), and check for tire rotation, pull wheels and check brakes, check wheels bearings, check ball joints. |
| 24,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |
| 25,000 | Remove and replace rear axle fluid (FORD) OFC= oil & filter change, lubricate all fittings, inspect all lights , exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation. |
| 30,000 | OFC= Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, transmission flush, fuel filter change (FORD) |
| 35,000 | OFC= Oil &filter change, lubricate all fittings, inspect all lights exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation. |
| 36,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |
| 40,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check wheel bearings , check ball joints. |
| 45,000 | Tune up, remove and replace rear axle fluid (FORD), OFC = oil & |

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|--------|---|
| | filter change, lubricate all fittings, inspect all lights, exhaust, belts, and hoses, operate wheel chairs lifts, and check air filter (FORD) check for tire rotation, transmission flush ,fuel filter change (FORD), check air filter (DODGE) |
| 48,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |
| 50,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) checks for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, remove and replace rear axle fluid (FORD) |
| 55,000 | OFC= Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation. |
| 60,000 | Remove Automatic Transmission Filter along with transmission Flush, OFC= oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, remove and replace rear axle fluid (DODGE), check wheel alignment, fuel filter change (FORD), check air filter (DODGE). |
| 65,000 | OFC= Oil & filter change, lubricate all things, inspect all lights, Exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation. |
| 70,000 | OFC= Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints. |
| 72,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |
| 75,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, transmission flush, fuel filter change (FORD), check air filter (DODGE), remove and replace rear axle fluid (FORD) |
| 80,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, pull wheels and check brakes, check wheel bearings, check ball joint belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, tune up. |
| 84,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |
| 85,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation. |
| 90,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, transmission flush, fuel filter change (FORD), fuel filter change (FORD), check air filter (DODGE) |
| 95,000 | OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoes, operate wheel chair lifts, check air filter (FORD check for tire rotation. |
| 96,000 | Remove and replace rear axle fluid (DODGE), check wheel alignment. |

100,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, remove and replace rear axle fluid (FORD).

1 YR Coolant Flush

Wheelchair Lift Maintenance Schedule

Must be certified to perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Correct any potentially dangerous situations at once.

2 Weeks or 50 Cycles

Outboard roll stop hinge (6 places) * light oil

Outboard roll stop springs (3) * light oil

4 Weeks or 100 cycles

* Perform all procedures listed in previous section(s) also

- Transition plate hinge * light oil
- Platform fold axles * light oil
- Handrail(s) pivot points (option) * light oil

1 Year or 1250 Cycles

* Perform all procedures listed in previous section(s) also

- Inspect cotter pins on platform fold axles (2) Replace if needed
- Inspect gas spring mounting hardware Tighten or replace if needed
- Inspect roll stop for proper operation. Roll Stop must snap to vertical (UP) position. Replace defective parts
And/or re-lubricate.
- Inspect platform locking channels Re-secure or replace
Mounting hardware for securement
(8 carriage bolts)
- Inspect handrail(s) for proper operation Replace defective parts
And/or re-lubricate
- Hydraulic Fluid (Pump) - check level Use Type A transmission
Fluid (* See Systems

Manual Back-up Pump (option)
Check for proper operation.

Description for specifications Check fluid level with platform lowered fully. Fill the reservoir to within 1/2" from the top of the reservoir (breather cap hole)

Release valve must be tight. Tighten or replace leaky or Faulty hydraulic fittings. Check hydraulic fluid level. (*See Systems Descriptions for Priming and Flushing Procedures).

Chain Adjustment: Must have equal Tension and proper platform height

Adjust if needed. *See Roller Chain Assemblies In Systems Descriptions

General Inspection

- Remove header cover and inspect:
- Cylinder clevis lock nut and cylinder mounting hardware
- Hydraulic hoses, fitting and connections for wear, leaks or other damage
- Chains, chain bolts, UHMW rollers, axles and mounting hardware for wear, Misalignment or other damage.
- Inspect power cable.
- Make sure lift operates smoothly.
- Mounting
- Decals

Tighten or replace if needed. Note: Clevis lock nut must be replaced if loosened or removed.

Re-secure, replace or correct as needed.

Re-secure, realign, replace or correct as needed.

Re-secure, repair or replace.

Realign horseshoe tubes, Apply *Light Grease or Otherwise correct as needed.

Check to see that the lift is Securely anchored to the Vehicle and there are no Loose bolts, broken welds Or stress fractures.

Replace if worn, missing or Illegible.

- Sun Grip

Replace if worn or missing.

Quality Control Program

Third Party Contracting Guidance (FTA C 4220.1F)

All third party contractors must be in compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

Bidders agree to comply with the following Federal and State administrative requirements:

- 1) U.S. DOT regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments 49 C.F.R. Part 18.
- 2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B. See Addendum A.
- 3) To achieve compliance with changing federal requirements, the bidder makes note that federal, state, and local, requirements may change and the changed requirements will apply to this contract as required.
- 4) Bidder will be performing activities for CCTS, as such the bidder agrees to abide by the Grant Agreement or the FTA Master Agreement and extend those requirements throughout each tier of their organization.

The contractor shall institute and maintain a complete quality-control program to ensure that the requirements of this contract are provided, as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the CCTS and/or the vehicle maintenance staff. As a minimum, the program shall include:

An inspection system covering all the services required with a comprehensive checklist to be used to inspect contract performance during scheduled and unscheduled inspections, and the name(s) of the individuals who will be performing the inspections.

A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of services provided before the level of performance becomes unacceptable and/or CCTS point out the deficiencies.

A file of all inspections conducted by the Contractor and corrective actions taken must be maintained. This should include follow-up inspections to ensure that corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to CCTS during the term of the contract.

Quality Assurance

CCTS shall evaluate the contractor's performance under this contract. All surveillance observations shall be recorded by CCTS. When an observation indicates defective performance, CCTS shall request the contractor's representative to initial the observation. All observations of incomplete or defective performance, or safety and health standards violated shall be recorded.

CCTS verification inspections of services shall not constitute acceptance, nor replace the contractor inspection or in any way relieve the contractor of any responsibility to take all actions necessary to assure highest quality of service rendered.

The contractor may be required to meet with CCTS as often as necessary as determined by the CCTS.

Owner experience twenty five (25) years or greater in the automotive work field.

Administration

Upon contract award, CCTS will meet with the Contractor to review procedures for monitoring contract performance. In general, the Contractor shall anticipate that CCTS will use standard industry rate publications for cost and performance time guidelines, obtain second opinions of service work at random, and schedule on-site visits with shop management to review service performance. Contract renewal meetings shall be held prior to the end of the contract period expiration. At that time, CCTS will offer a contract extension or may notify the Contractor of its intent not to renew.

Contract Cost Adjustments

The costs, including the Contractor fees, shall be adjusted for the second and subsequent years of the Contract, prior to the end of the previous contract term. During the Annual Meeting, labor rates and costs of doing business will be reviewed. Changes in labor rates will be negotiated. The Consumer Price Index (CPI) and changes in the Minimum Wage Rate will serve as guides in these discussions / negotiations.

Contract Termination

With a thirty (30) day written notice, CCTS may terminate this contract in whole or in part, for convenience or because of the failure of the Contractor to fulfill the contract obligations. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to CCTS all equipment (property of CCTS), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

Mandatory Insurance Requirements

The Contractor shall provide Certificates of Insurance to CCTS. Any changes in the coverage of these policies must be communicated sixty (60) days prior to the change.

Worker Compensation – Statutory minimum limits: G.S. 97 Workman's Compensation Act requires any employer with employs three or more employees to carry workman's compensation coverage. Employer's liability with a minimum of \$100,000 combined single limit per accident, \$100,000 each employee for bodily injury by disease and \$500,000 policy limit bodily injury by disease.

Garage Keeper's Extra Legal Liability: Minimum limits \$1,000,000 per occurrence

Garage Liability: Minimum limits \$1,000,000 per occurrence

Commercial General Liability: Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:
Contractual Liability, Premises and Operations, Independent Contractors, Completed Operations and Product Liability, Personal Injury

Automobile Liability: Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following: owned automobiles, hired automobiles, non-hired automobiles

County, its agents, officers and employees shall be named as an additional insured.

- Insurance liability shall be primary and noncontributory. All applicable policies shall provide waiver of subrogation.

Section A: Letter of Transmittal

Section B: Maintenance Response Form (Contractor Information Sheet)

Section C: Certificates of Insurance

or information regarding number of employees and workman's compensation coverage requirements

Section D: Form of Proposal & Acknowledgement of Addenda

I understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of sixty (60) days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include all labor, materials, tools, equipment and other costs necessary to fully complete the design, manufacture, delivery and implementation of the system pursuant to the negotiated specifications.

Name of Company/Firm: GMA Automotive & Accessories Inc. PA/GMA Automotive & Accessories

Name & Title of Authorized Official: Mark A. Rowell - Vice President

S i g n a t u r e : Mark A. Rowell

Date: 5/11/2018

Business Address: 6300 NC Hwy 49
Mount Pleasant NC 28124

Telephone Number: (704) 436-2034

Fax Number: (704) 436-2034

Email Address: MarkRowell@gmaxautomotive.com

Acknowledgement Of Addenda Received:

Addendum No.: Date Received: N/A

Addendum No.: Date Received: N/A

Addendum No.: Date Received: N/A

If no addenda were received, write "N/A" in each "Addendum No." blank. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this page, **Section D**.

Section E: Required Appendices Submissions

| | |
|------------|---|
| Appendix A | Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs) - RS-2 Form |
| Appendix B | Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters |
| Appendix C | Certification of Restrictions On Lobbying |
| Appendix D | Certificate of Compliance with Buy America Requirements (only submit one, either Appendix D or E) |
| Appendix E | Certificate of Non-Compliance with Buy America Requirements (only submit one, either Appendix E or D) |
| Appendix F | Federal and State Requirements and Special Conditions for Operations and Management Contracts |
| Appendix G | Price Proposal form |

For All Procurements Involving Any Services

**DISADVANTAGED, MINORITY, WOMEN BUSINESS ENTERPRISES (RACE AND GENDER NEUTRAL)
PROFESSIONAL SERVICES CONTRACTS ONLY**

(9-30-09)

SP1G69

Policy

It is the policy of the North Carolina Department of Transportation that businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The Department is committed to its annual aspirational goal(s) set on all federally assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals; however, the firm is encouraged to give every opportunity to allow DBE/MBE/WBE sub-consultant participation on all contracts and supplemental agreements.

Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the Firm and sub-consultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the Firm to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Professional Services - Services such as, but not limited to, project management, construction engineering and inspection, feasibility studies, planning and environmental studies, preliminary engineering, design and redesign, surveying, mapping, geotechnical investigations, architectural related services, visualization, simulation studies, technical assistance and transportation services studies.

Department - North Carolina Department of Transportation

Disadvantaged Business Enterprise (DBE) – A firm certified through the federally mandated North Carolina Unified Certification Program administered by the Department.

Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) - Firms certified through the state-mandated North Carolina Unified Certification Program administered by the Department.

Small Professional Services Firm (SPSF) - Small professional consultant firms who have been certified by the Department. Any business established for profit and meets the certification standards outlined in 13 CFR Part 121, Sector 54 under the North American Industrial Classification system (NAICS) is eligible for participation in the Department's SPSF program.

Form RS-2 - Form to be completed showing the participation of all known consultants and sub-consultants (SPSFs) who will participate in the performance of the identified work

Form DBE-IS – Form required to record payments made to sub-consultants, including material suppliers. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS).

North Carolina Unified Certification Program (UCP) - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for DBE certification that will be

honored by all recipients of US Department of Transportation funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

Race and Gender-Neutral – Measure or program in which goals are not consciously set in order to achieve significant participation by historically underutilized groups. In a race and gender-neutral program, other methods are used to achieve participation, such as but not limited to aggressive outreach, targeted advertising and unbundling of work items.

US Department of Transportation - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Participation

Specific project goals are not established for Professional Services agreements as identified in the scope of work for this contract. The Department encourages the utilization of Small Professional Services Firms (SPSF) sub-consultants and/or suppliers on professional services contracts let by NC Department of Transportation.

Listing of Sub-consultants

The firm, at the time the Letter of Interest or Proposal is submitted, shall submit a listing of all known small professional services firms that will participate in the performance of the identified work. The participation of each SPSF shall be submitted on a separate Form RS-2. In the event the firm has no SPSF/sub-consultant participation, the firm shall indicate this on the Form RS-2 by entering the word none or the number zero and the form shall be signed and submitted with the Letter of Interest or Proposal. Form RS-2 may be accessed on the website at:

<https://apps.Department of Transportation.state.nc.us/quickfind/forms/Default.aspx>

Directory of Approved Transportation Firms

Real-time information about firms doing business with the Department, and firms that are prequalified and approved through North Carolina's Prequalification Unit, is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as small business professional consulting firms (SPSF) and approved (certified and prequalified) in the Directory will be considered for sub-consultant utilization.

Reporting Participation

When payments are made to sub-consultants, including material suppliers, firms at all levels (Firm, sub-consultant or sub-firm) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no sub-consultant participation, the firm shall indicate this on the Form DBE-IS by entering the word '**None**' or the number '**zero**' and the form shall be signed. Form DBE-IS may be accessed on the website <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>

A responsible fiscal officer of the payee Firm, or sub-consultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing their signature. This information shall be submitted as part of the requests for payments made to the Department.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO BE USED WITH ANY PROCUREMENT INVOLVING SERVICES
RACE AND GENDER NEUTRAL**

Tip No and/or Type of Work (Limited Services)

G M Automotive & Accessories Inc TIA - GMAX Automotive & Accessories
Consultant Firm Name and Federal Tax ID - 30-0479194

Sub-consultant/Firm name and Federal Tax Id

| Service / Item Description | | Anticipated Utilization |
|----------------------------------|--------------------------------|-------------------------|
| | | NONE |
| | | NONE |
| | | NONE |
| Total Utilization: | | NONE |
| Submitted By: Sub-consultant: | Recommended By: Consultant: | |
| *By: | *By: <i>Mark A. Howell</i> | |
| Title: | Title: <i>Vice President</i> | |
| SPSF Status: | Yes No. | |

"SUBCONSULTANT" (FORM RS-2)

RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Sub-consultant Form RS-2 for each Sub-consultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services); Project No. from Transit System
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Sub-consultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Sub-consultant/Sub Firm
7. *Signatures of both Sub-consultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section – Sub-consultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has no sub-consultant, it is required that this be indicated on the Sub-consultant Form RS-2 form by entering the word None or the number ZERO and signing the form. THIS FORM SHALL BE INCLUDED WITH THE PROPOSAL.

Appendix B: Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids/proposals or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), GM Automotive & Accessories Inc, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE 5-11-2018

SIGNATURE Mark A. Rowell

COMPANY GM Automotive & Accessories Inc

NAME Mark A. Rowell

TITLE Vice President

State of North Carolina

County of Cabarrus

Subscribed and sworn to before me this 11 day of May, 2018

Notary Public Alice J Branson

My Appointment Expires 4-30-23



Appendix C: Certification of Restrictions on Lobbying

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned GM Automotive & Accessories Inc certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, GM Automotive & Accessories Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

5-11-18
Date

Signature of Contractor's Authorized Official

Mark A. Rowell
Name and Title of Contractors Authorized Official

Mark A. Rowell
Vice President

Subscribed and sworn to before me this 11 day of 05, 2018 in the State of NC ;
and the County of Cabarrus :

Notary Public Alice Branson My Appointment Expires April 30 2023



Appendix D: CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK
REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix E, will not be eligible for award.)

The bidder/contractor hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE 5-11-2018
SIGNATURE Mark A. Rowell
TITLE Vice President
COMPANY GM Automotive Accessories Inc

State of NC

County of Cabarrus

Subscribed and sworn to before me this 11 day of May, 2018

Notary Public Alice J. Branson

My Appointment Expires April 30 2023



Appendix E: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA
ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix D, will not be eligible for award.)

The bidder/contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE 5-11-2018
SIGNATURE Mark A. Rowell
TITLE Vice President
COMPANY GM Automotive & Accessories Inc

State of NC

County of Cabarrus

Subscribed and sworn to before me this 11 day of May, 2018

Notary Public Alice J Branson
My Appointment Expires April 30 2023



**Appendix F: FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS**
for
OPERATIONS and MANAGEMENT CONTRACTS

1 General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- b. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3 Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the

program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

4. Definitions

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

5. Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable

requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws

and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) Other Nondiscrimination Laws. The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 *Fed. Reg.* 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is 8.6%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this

contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

the contractor may not hold retainage from its subcontractors; or
is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or
is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

9. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to

compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 *et seq.*

13. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. ***Rolling stock includes:*** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. **This pre-award audit information is required to be eligible for award of the bid.** Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing. These items include, but may not be limited to:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
- (d) Rebuilt vehicular parts.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
- (f) (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

17. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

18. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of

Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

19. Breach of Contract

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Owner, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Owner shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

22. No Federal Government Obligations to Third Parties

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

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Program Fraud and False or Fraudulent Statements and Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon

execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

25. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

26. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language:

Contract Work Hours and Safety Standards

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

27. **Transit Employee Protective Agreements**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for non-urbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub-recipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public

transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Project Labor Agreements (formerly Neutrality in Labor Relations)

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

29. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply with the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S.

FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

30. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*Applicable to ITS projects*)

31. Charter Service

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its sub-recipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, sub-recipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [*Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.*]

32. School Bus Operations

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified

exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

33. Drug and Alcohol Testing

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

34. State and Local Disclaimer

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

35. Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

36. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

37. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses 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 contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

38. Safe Operation of Motor Vehicles

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

39. Exclusionary or Discriminatory Specifications or Requirements

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any subcontracts that use exclusionary or discriminatory specifications or requirements.

40. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

41. **Sensitive Security Information**

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

Response Form

11 General

This section contains the responses to be addressed by Proposers. Proposers shall address the questions in the order presented, identifying the proposal questions by number. Proposals need to be specific, detailed and straight-forward using clear, concise, easily understood language.

Proposals shall be typed or written in a legible fashion.

12 Proposal Response

The answers to the questions in this section will be evaluated and scored to determine Proposers ability to provide quality service at fair and reasonable prices while maintaining high standards of safety and customer satisfaction.

Proposers are encouraged to make any comments and/or to attach any information that may assist the review panel in evaluating their ability to perform this contract.

Each item in the responses shall be addressed and responses shall be numbered and identified by the section to correspond with the RFP questions.

1.3 - CONTRACTOR INFORMATION SHEET Request for Verification / Notification of Information Changes

Name of Business
or Individual:

GMAX

(List name as will appear on Invoice)

Owner's Name:

Glenn T. Jones Mark A. Rowe

(Individuals: names as it appears on Social Security Card)

Sole Proprietorships: Name as it appears on SS Card or EIN Notification as used below

Partnerships and Corporations: Correct legal name of business)

Primary Contact: (704) 436-2024

Cell Phone #: (704) 309-5156

Fax #: (704) 436-2034

Email Address: MarkRowell@gmaxautomotive.com

Secondary Contact: 704-436-2024

Contact: Glenn T. Jones

Cell Phone #: (704) 701-7886

Mailing Address: 6300 NC HWY 49 Mt. Pleasant NC

Number Used To File Federal Income Tax: 28124

Federal Tax ID: 30-0479194

MUST BE CORRECT FOR 1099 PURPOSES

DUNS # (ARRA)

Physical Address:

6300 NC HWY 49

Mt. Pleasant NC 28124

Taxing County:
(if NC)

Cabarrus

Business & Individual Characteristics (Complete All):

Check ALL That Apply:

☐ Individual*

☐ Sole Proprietorship*

☐ Federal Government

☐ State Government

☐ Local Government

☐ Partnership **

☒ Corporation (Check ALL that apply) **

☐ Not For Profit

☐ Sub-Chapter S

☐ Medical / Health

NCDOT Certified DBE

Minority-Owned Bus (MBE)

Women-Owned Business

Enterprise (WBE)

Number of Years:

At this location 9 yrs

Under current ownership/management: 10 yrs

* can be either Social Security Number or Federal EIN

**Partnerships & Corporations must furnish Federal EIN

This information is true and accurate to the best of my knowledge and ability.

Typed Name of Person Completing this Form:

Mark A. Howell

Title:

Vice President

Signature:

Mark A. Howell

Date

5-18-2018

1.4 Shop Description

Shop Hours (M-F) 8am - 5pm

Shop Hours (Saturday) NO

Perform Warranty Work? ☒ Yes ☐ No

Describe: OUR WORK OR WORK PERFORMED BY OTHER
Repair Facility that are authorized

Number of Lifts 5

Lift Capacity (ies) 18,000 lbs

Towing Equipment NO

Describe

Number of Bays 5

Bay Sizes 12'

Height

Length 29'

Width 12'

Experience & Certifications

If Yes, list Certification type(s):

| | | | |
|-----------------------|---|-----------------------------|--|
| Engine Repair | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE - ATG - Denso - Ford - Professional Technician |
| Auto Transmission | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE |
| Drive Train | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE |
| Steering & Suspension | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE - Hunter |
| Brakes | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE |
| Electrical System | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE - ATG |
| Heating & A/C | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE |
| Federal A/C Recovery | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE |
| Wheels & Tires | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE - Hunter - Goodyear - Cooper |
| Hydraulic Lift | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ASE - Braun Ability |
| State Inspections | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | DOT |

1.5 References

Provide the names and contact information of at least three (3) references that we may contact to help us get to know you as a service provider. These references should help us determine your timeliness, accuracy, cost effectiveness, and customer service.

Reference

Name

Windstream

Phone

704-681-1910

Relationship

Grady Pucket (contact)

Reference

Name

Osmond Utilities Services

Reference
#3:

| | |
|--------------|---------------------------------|
| Phone | <u>704-796-2582</u> |
| Relationship | <u>Fred Hoffman (Contact)</u> |
| Name | <u>Wayne's Fire Sprinkler</u> |
| Phone | <u>704-782-3032</u> |
| Relationship | <u>Chris Williams (Contact)</u> |

1.6 Pricing

- A. Proposers shall use Attachment E to enter pricing.
- B. Prompt Pay Discounts:

Prompt pay discount offered ____% - ____ Days, Net ____

Appendix G
PRICE PROPOSAL
RFP
Vehicle Maintenance Services

Maintenance and repair service pricing shall be paid on a cost reimbursement basis. All activities will be priced prior to the start of the work. Completed work orders / invoice will be returned with the vehicle is picked up. All work must be discussed / approved by CCTS prior to beginning the work.

Each Proposer can submit an offer on all work or just specific work activities by checking yes or no in the appropriate box.

All component warranties will be given to CCTS. Contractor will assist CCTS in determining the best fit based on cost and potential warranties.

| Description | Price | |
|-----------------------------------|-----------|----------|
| Labor Rate Per Hour | Flat Rate | \$ 95.00 |
| Wash / Vacuum Labor Rate per Hour | Flat Rate | N/A |
| Wash/Vacuum Fee | Flat Rate | \$ 25.50 |

| Maintenance Activity | Ability To Perform | |
|--------------------------------------|--------------------------------------|--------------------------|
| Preventative Maintenance Schedule | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Wheelchair Lift Maintenance Schedule | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Front Brake Reline (Both Sides) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Front Brake Overhaul (Both Sides) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Brake Rotor Replacement (One Each) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Rear Brake Reline (Both Sides) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

| | | |
|--|--------------------------------------|-------------------------------------|
| Rear Brake Overhaul (Both Sides) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Minor EVAC and Recharge R134 AC System | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Alignment | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Battery Replacement | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Fuel Injection Flush | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Alternator | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Fuel Pump Module | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Window Motors | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Shock Absorbers | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Transmission / Engine Oil Cooler Lines | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Tires | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Towing Services | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Accident Repair / Body Work | <input type="radio"/> Yes | <input checked="" type="radio"/> No |

This information is true and accurate to the best of my knowledge and ability.

Typed Name of Person Completing this Form: Mark A. Howell
 Title: Vice President
 Signature: Mark A. Howell Date: 5-18-2018

- Contractors and consultants will need to provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month. **These reports are required monthly until the contract is completed or September 2012 whichever occurs first.**

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NC Department of Transportation, FTA, U. S. Department of Transportation, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NC Department of Transportation on any responses to such requests for information or as a result of an inspection or audit.

By the submission of this proposal or bid, the Contractor hereby certifies and affirms to the truthfulness and accuracy of each of the above statements of this certification.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

DHS - Review and Award Contract for Secondary Transportation Services

BRIEF SUMMARY:

The Human Services Transportation Division issued an RFP, in accordance with the Department of Transportation, for secondary transportation vendors for occasions when CCTS is unable to provide the needed transportation service due to capacity or distance.

Upon review of the bids, it is requested that the contract be awarded to TJ's Taxi, based on cost, history, and experience.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and TJ's Taxi, and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Program Administrator, Adult and Aging Services

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Bid](#)





Request for Proposal

Taxi Services

Interested Vendors should submit their proposals by **3:00 PM**, on **Wednesday, May 21, 2018** to the following address:

Tom Nunn
Cabarrus County Government Center
Finance Department
65 Church Street, SE
Concord, NC 28025

Or;

Tom Nunn
Cabarrus County Government Center
Finance Department
PO Box 707
Concord, NC 28026-0707

The proposal opening will be held in this location:

Cabarrus County Government Center
Board of Commissioners Meeting Room (2nd Floor)
65 Church Street, SE
Concord, NC 28025

Any late proposals will be returned unopened. The official clock is located inside the Commissioner's Chamber. Vendors should submit sealed proposals clearly marked with: **Taxi Services for Cabarrus County Transportation Service.**

LETTER OF TRANSMITTAL:

TAXI SERVICES FOR CABARRUS COUNTY TRANSPORTATION SERVICE

MISSION STATEMENT

Our mission at T.J.'s Taxi, Inc. is to provide the very best service to every passenger and to do so with the utmost regard to each client. We strive for perfection and in doing so, accomplish excellence in quality service and client care. We believe that every client deserves the best transportation experience available by providing clean reliable vehicles and safe, courteous, well-trained drivers. Our goal for the future is to continue to provide safe reliable service for clients in and around Cabarrus County.

Enclosed Herein are the following:

CCTS Proposal

Maintenance Response Form (Contractor Information Sheet)

Required Certificates of Insurance

NCDOT RS-2

Rate Sheet for Ambulatory Transport within and outside of Cabarrus County by zone

Introduction

Cabarrus County Transportation Service (CCTS) provides door to door transportation for ambulatory, non-ambulatory, wheel-chair and Geri-chair clients to more than 3,000 Cabarrus County residents. Our services enable all individuals the opportunity to access necessary medical care and other resources that improve and enhance their independence.

Our scope of services anticipates using vendor services on an as needed basis to transport residents in the following scenarios including but not limited to:

Non-ambulatory residents within Cabarrus County

Non-ambulatory residents outside Cabarrus County

Ambulatory within Cabarrus County

Ambulatory outside of Cabarrus County

Exceptional ambulatory or non-ambulatory transportation to the following counties:

- Iredell
- Rowan
- Davidson
- Forsyth
- Union
- Davie
- Stanly
- Orange
- Durham
- Mecklenburg

The service area is Cabarrus County with 95% of the trips being within the county and five percent of the trips extending beyond the boundaries of Cabarrus County. Common out-of County destinations include trips to Charlotte, Winston-Salem, Salisbury, Durham, Chapel Hill, and Asheville.

CCTS is interested in outsourcing its services to a vendor that will allow us to ensure the most reasonable cost to the taxpayers of Cabarrus County.

The approved vendors will:

Work closely and cooperatively to improve service quality, maximize efficiency, and meet the System's goals of expanding transportation options within the County.

- Assist CCTS in overall System planning efforts including developing operational planning requirements and promoting new services; exploring alternative funding and contracting methods; budgeting capital expenditures; and public outreach efforts.

Be set up with the North Carolina Public Transportation Division as an approved vendor service.

These activities are part of CCTS' ongoing expansion program focused on identifying the needs of Cabarrus County residents so that an appropriate response to those needs can be developed.

CCTS is seeking to identify and select an outside independent organization to perform the activities listed above. The remainder of this document provides additional information that will allow a service provider to understand the scope of the effort and develop a proposal in the format desired by CCTS.

CCTS will conduct technical evaluations of proposals received, hold vendor site visits and/or interviews, conduct negotiations with one or more vendors, with the goal of promoting fairness and competition.

A selection committee will evaluate and determine which proposals are responsive and will rank them according to the evaluation criteria.

CCTS reserves the right to have multiple vendors. CCTS will use multiple vendors based on the best fit and price for the need once evaluated. CCTS reserves the right to reject any or all proposals.

The following criteria will be used to evaluate the proposals:

Criteria

- Proposal Response- how well the issues are addressed
- Qualifications and Experience
- References
- Costs

Definitions

For purposes of this Agreement, the underlined terms below shall have the following meanings:

Accident- refers to any incident involving the passenger or the Contractor's vehicle while the vehicle is occupied by a passenger of CCTS, which results in property damage to the vehicle or other vehicles or property, and/or which results in or has the potential to result in personal injury to the passenger.

Blood Borne Pathogen- refers primarily to human bodily fluids, including but not limited to saliva, vomit, urine, and feces.

Attendant- is defined as an individual who is authorized to ride with and provide assistance to a CCTS passenger.

Inbound Trip- refers to the trip from the passengers authorized pick up location to his appointment destination and is authorized for one-way travel between two points.

Outbound Trip- refers to the return trip from the passenger's appointment destination to home or return destination and is authorized for one-way travel between two points.

Out-of-County- refers to locations outside of Cabarrus County.

Passenger- is defined as an individual who has completed the enrollment process with CCTS and has been approved and authorized to receive transportation services. This individual may also be referred to as the client.

Private Pay- refers to those unauthorized individuals whose trip will not be paid by CCTS. This shall include friends and family members of drivers, fare payers, and individuals authorized for service by other governmental entities (including the Board of Education), and County departments, but excluding designated escorts.

Trip Number- is the specified number used to identify the transportation request for a passenger.

Ride Time- refers to the period between the times that the passenger boards or enters the vehicle and the time that the passenger reaches their destination.

Standing Trip- is defined as daily, weekly, or monthly. Standing trips may be assigned to one Contractor for an extended period of time and rotation may be used for this type of trip.

No-show- is defined as no passenger transported from a destination. If the contractor picks up passengers from one location, and all passengers on the manifest are not located, the Contractor cannot charge a no-show for the missed passengers. If a passenger is transported from a destination the no-show rate does not apply.

Responsibilities of CCTS

CCTS will receive all advance reservations. An advance reservation is one which is received by 1:00 pm on the day before the requested trip date. Advance reservations list of the next day's trips will be transmitted to the Contractor by electronic mail by 5:00 pm the evening before. The contractor is responsible for providing the equipment that can accept CCTS's electronic email listing.

TJ.'s Taxi, Inc

Teresa McCall, President

901 Woodlawn St.

Kannapolis, NC 28083

704-938-5440 704-933-8071 Fax

Contract Price

- Non-Ambulatory (Wheelchair) transport within Cabarrus County Bid price \$36.50 per Trip.
- Non-Ambulatory transport outside Cabarrus County Bid price: \$36.50 plus \$2.00 per Mile.
- Ambulatory outside Cabarrus County Bid price: \$1.50 per Mile.
- Ambulatory transport within and outside Cabarrus County based on the following zones:
 - Concord- \$9.00 - \$15.00
 - Harrisburg- \$20.00
 - Midland- \$20.00 - \$30.00
 - Mt. Pleasant- \$20.00 - \$25.00
 - Out of Cabarrus County- \$1.50 per Mile
- Any cancellation requested fewer than two hours prior to pick up may be subject to the no-show rate of \$1.50 for any mileage accrued in the attempt.

Payment will be made to:

- Company Name: TJ's Taxi, Inc.
- Contact Name: Teresa McCall
- Address: 8254 Smith Road
- City, State, Zip- Kannapolis, NC 28081

CCTS will call in all same day trip requests. A same day trip request is one that is received on the day of the requested trip. The Contractor will accept same-day orders only for trips authorized by CCTS. The Contractor is responsible for maintaining a telephone line to receive requests for this service.

CCTS reserves the right to add or delete service areas during the term of the contract in the form of a change order.

CCTS will select the mode of transportation by type of vehicle needed and the ability of the Contractor to provide the service.

CCTS will provide the Contractor with the names and addresses of the individuals to be transported, their appointment times, their pickup locations and their destinations.

CCTS will be responsible for paying the Contractor within thirty days upon receipt of the invoice for authorized, eligible, and approved services provided under this Agreement. Consistent with fiscal year end funding, the contractor must ensure that all invoice activities are complete and accurate through the last day of June of the current fiscal year. Payment by the County for services rendered by the Contractor hereunder shall be subject to and dependent upon sufficient funds being appropriated by Federal, State, and Local entities during each of the County's fiscal years throughout the term of this Agreement.

In the event such funding does not occur, or if any funding is at a level that the County determines in its best interest to modify, reduce or discontinue current services, such services shall be modified, reduced, or discontinued at the discretion of the County as of the effective date of the proposed action and the County shall be relieved of all obligations.

The County shall notify the Contractor of any plan to modify, reduce, or discontinue service in writing not less than 30 days prior to the proposed action. As such agreement changes become necessary; the county will make reasonable effort to negotiate adjustments with each contractor. However, the county reserves the right and has full authority to issue unilateral changes which would become effective 30 calendar days upon written notification having been provided to the contractor.

Contract Price

Please check all available and list the bid price for the following services:

Non-Ambulatory (Wheelchair) transport within Cabarrus County Bid price \$ per .

\$36.50 per Trip

- Non-Ambulatory transport outside Cabarrus County Bid price: \$ 36.50 per load + 2.00/mile
Ambulatory within Cabarrus County Bid price: \$ 1.50 per mile .
Ambulatory outside Cabarrus County Bid price: \$ 1.50 per mile .
Ambulatory transport within and outside Cabarrus County based on the following zones:
Concord - \$ 9.00 - \$15.00
Harrisburg - \$ 20.00
Midland - \$ 20.00 - \$30.00
Mt. Pleasant - \$ 20.00 - \$25.00
___ Out of Cabarrus County - \$ 1.50/mile (see Attachment)

CCTS requires transportation requests to be cancelled at least two hours prior to pick up. Any cancellation requested fewer than two hours prior to pick up may be subject to the no-show rate of \$ 1.50 for any mileage accrued in the attempt.

It is the intent of the proposed contract to allow for contract price changes only when the unleaded gasoline price changes in 30 cents increments from the base price. The base price will be established as the average price of unleaded gasoline listed on the North Carolina Department of Administration's Division of Purchase and Contract's Term Contract for Gasoline (Transport) website (<http://www.doa.state.nc.us/PandC/40515s1.htm>).

For each increase or decrease of 30 cents in gasoline from the established base price, the contract price may increase or decrease by up to 15 cents. The effective date of any contract price change will be the first day of the following month when the website listed above reflects an incremental change from the established base price. Per trip baselines will be adjusted per cumulative trip miles.

Independent Price Determination: The Respondent certifies by submission of a response to this RFP that it has not colluded, conspired, connived, or agreed, directly or indirectly, with a Proposer or person to refrain from proposing, and further that it has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference, with that of any person, to fix the proposal amount herein or that of any other Respondent, or to fix the agreement amount herein or cost element of said agreement amount, or that of any other Proposer, or to secure any advantage against Cabarrus County or any other Proposer, or to secure and advantage against Cabarrus County or any person interested in the proposed contract.

Payment to Contractor: Payment will only be provided for properly authorized and approved trips. CCTS will not be responsible for payment for trips requested by the customer or any other agency representing the customer. Agencies currently eligible to participate in the coordinated system include:

- Department of Social Services
- Department of Aging
- Cabarrus Health Alliance
- Dialysis Centers (as a client of DSS and DOA)
- Work First (as a client of DSS)
- Elderly and Handicapped (EH).

The Contractor will not invoice CCTS for any charges beyond that specified above, except mutually accepted in subsequent amendments to this Agreement.

Payment will be made to:

Company Name: TJ's Taxi Incorporated
Contact Name: Teresa Jo McCall
Address: 8254 Smith Rd
City, State, Zip: Kannapolis, NC 28081

Any overpayment or adjustment required as a result of any audit shall be made against subsequent Contractor invoices. CCTS may also withhold payment for services it believes were improper, which failed to meet service specifications, or which are otherwise questionable.

Cabarrus County shall be billed on a per-vehicle per mile trip basis, or on a per-trip rate or on a per-hour per-mile cost combination, depending on the baseline chosen in the contract. Mileage is subject to audit to ensure most economical travel path. Contractor will assign passengers to rides at the lowest cost or mode of transportation. Nothing in this Agreement shall be construed to mean the Contractor is obligated to assign trips solely on the basis of cost.

Vehicle mileage begins as soon as the vehicle is in-route to provide the requested transportation. Mileage ends when the vehicle has either been dispatched to another agency trip or returned to the base or central location.

User Procedure Requirements

Vehicle and Driver Requirements

- Service is to be operated using vehicles provided by the Contractor. All Contractor vehicles shall have a vehicle decal permanently affixed to the outside of the vehicle for identification purposes.

The vehicles must be properly licensed and maintained through a system of regular inspections to ensure proper operating condition.

The vehicles shall be maintained in a safe and sanitary condition at all times while performing services under the agreement. Vehicles shall be operated in accordance with applicable Federal, State of NC, and local laws. Due regard for safety, comfort, and convenience of passengers and for the safe and careful transportation of property and for the safety of the general public must be maintained at all times while in service under Contract. This will include, but not be limited to availability of proper equipment, vehicle accessibility, proper maintenance of interior heating and cooling systems, use of seat belts and the use of secure equipment.

Vehicles must comply with the requirements of the Americans with Disabilities Act which requires that transportation service be accessible and useable by persons with disabilities and be equipped with proper security equipment for wheelchair occupants.

At minimum the following components shall be installed to ensure safe transport:

- Tie-down systems
- Occupant Restraint Systems and Track
- Floor Plates or Anchoring Hardware
- Proper wheelchair accessibility equipment including emergency operations

All vehicles used by the Contractor or the Contractor's drivers to transport passengers for the County shall be clean, sanitary, and in safe operating condition. The Contractor shall implement procedures in accordance with Federal regulations for dealing with communicable diseases and disposing of materials considered blood borne pathogens.

Providers must assure the safety and comfort of the clients by proper maintenance and equipping of their vehicles. This includes but is not limited to:

- Interior cleanliness of vehicles
- Smoke free environment within the vehicles
- UL approved fire extinguisher
- Roadside reflective devices
- Working flashlight

- Chains or other traction devices (when appropriate)
- Disposable gloves
- First Aid Kit

Driver Suitability Requirements

Drivers must be sufficiently proficient in English to be able to communicate with passengers and to prepare required reports and logs.

Pursuant to the Immigration Reform and Control Act of 1986, all employers are required to verify when a person is hired that he or she is either a United States citizen or is otherwise authorized to be employed in this country. The term employee includes full-time, part-time, and temporary workers. In response to this concern, the county requires the contractor to certify that no illegal aliens will be hired while performing services for CCTS. This information must be reviewed before any assignments are assigned.

Driver should have experience in driving multi passenger vehicles and a good basic knowledge of the service area and are provided with detailed maps of the service area.

The drivers of the vehicles for this service shall hold a current Class "C" license, issued by State of North Carolina. If the service is also being operated as a taxi service, the drivers must hold a current taxicab drivers license and shall meet all the requirements of Cabarrus County and/or any local ordinances of surrounding cities or towns.

Contractor will obtain Criminal Records Information (CORI) check and statement as to any moving violations as defined by the Registry of Motor Vehicles for all drivers. Drivers must also meet the following minimum criteria to transport CCTS clients:

No more than two moving violations for each year of the last seven years prior to application of this program.

No moving violations within the last 12 months.

If license have ever been suspended, applicant must have five full subsequent years with no violations.

If license has ever been revoked, must have ten subsequent years with no violations.

Under no condition will an applicant be accepted as a driver for this program if he/she has been convicted of a felony and/or has been convicted of a drug or alcohol offense.

Contractor will obtain Sex Offenders Record Information (SORI) check for all drivers under which any recorded violation will render a driver ineligible for transporting Cabarrus County clients.

All drivers must receive the following initial training through programs approved by Cabarrus County and show proof of successful completion.

Behind the wheel, defensive driving training (minimum of 20 hours) this includes classroom instruction.

Sensitivity training- minimum of eight hours classroom and four hours "hands on" (including passenger assistance and tie down training) as well as handling conflict and modifying passenger behavior with a minimum of 16 hours of classroom instruction.

First aid and CPR training.

Geographic familiarity as required.

All costs associated with employee training will be the responsibility of the Contractor. The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. Cabarrus County requires that drivers receive at least 100% of their defensive driver training and the "hands on" portion training must be completed no more than 30 days after any given driver begins providing service. Refresher, documented training is required for all drivers on a yearly basis. More frequent re- training may be required, as necessary. All drivers must have a yearly DOT physical and random drug/alcohol-screening testing must be in effect.

Drug and Alcohol Testing Program

Drug-Free Workplace Act

The Drug-Free Workplace Act of 1988, as well as Section 44-107-30, S.C. Code of Laws (1976), as amended, requires all grantees receiving grants from any state agency to certify they will maintain a drug-free workplace.

"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," as implemented by 49 CFR Part 655 (August 2001), as amended, and to be read in conjunction with 49 CFR Part 40, requires all sub recipients receiving Federal Transit Administration funds under Capital Grant, Urbanized Area Formula Grant, or Non-Urbanized Area Formula Grant Programs to have a drug and alcohol testing program in place for all safety sensitive employees.

Failure to comply with the drug and alcohol rules will result in jeopardizing federal funding from FTA. In addition, an FTA grant recipient is subject to criminal sanctions and fines for false statements or misrepresentation under Section 1001 of Title 18 of the U.S. Code.

To ensure compliance with FTA Drug and Alcohol Testing Program requirements public transportation providers and their sub recipients must:

Establish an anti-drug use and alcohol misuse program as outlined in 49 CFR Section 655.11-12.

Establish an education and training program for all covered employees as outlined in 49 CFR Section 655.14.

Establish and provide written notice to every covered employee, of the employer's anti-drug and alcohol misuse program policy, in accordance with 49 CFR Section 655.15-17.

Establish a program that provides testing for prohibited drugs as outlined in 49 CFR Section 655.21.

Establish a program that provides testing for alcohol as outlined in 49 CFR Section 655.31-35, and in conjunction with 49 CFR Part 40 and in conjunction with 49 CFR Part 40.

Explain the confidentiality and Release of Information as outlined in Subpart P of 49 CFR Part 40.

Maintain in a secure location, with controlled access, all records of its anti-drug and alcohol misuse program as detailed in 49 CFR Section 655.71, and in accordance with records disclosure instructions provided in 49 CFR Section 655.73.

To ensure NCDOT sub recipient compliance with FTA mandated Drug and Alcohol Testing Program and the Drug-Free Workplace requirements, the NCDOT:

Periodically reviews each transit agency's Drug and Alcohol Program Policy for compliance.

Conduct on-site visits to review all aspects of each transit agency's Drug and Alcohol Program that cannot be accomplished via desktop audit, such as compliance program management requirements, records maintenance and storage review, ensuring that all applicable Drug and Alcohol Program regulations are readily available, reviewing documentation of employee training, collector compliance with regulations, and reviewing any other program compliance requirements.

Dispatchers

Dispatchers must be knowledgeable in all aspects of service operations. Dispatchers must be adequately trained in customer service and have a basic knowledge of the service area to serve the volume of incoming requests for service in a timely manner.

Insurance Requirements

The Contractor will purchase and maintain with an insurance company authorized to do business in the State of North Carolina during the life of this Agreement.

The Contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract to the following minimal limits:

Commercial General Liability including Bodily Injury, Personal Injury and Advertising Injury: \$1,000,000 per occurrence/\$2,000,000 general aggregate

Worker's Compensation and Employee Liability Statutory Limits:

\$500,000 per accident by accident or \$500,000 policy limit by disease.

\$500,000 per employee by disease.

Automobile Liability: \$1,500,000 combined single limits or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Collision and Comprehensive: On all vehicles used for purposes of this contract.

Uninsured/Underinsured Motorist \$1,000,000.

Umbrella policy of \$1,000,000 or increased GL coverage of \$2,000,000 per occurrence/\$3,000,000 general aggregate in lieu of umbrella coverage.

Deductibles and Self-Insured retainers, if any, shall be identified in the Proposal. Proposer shall also identify its insurance agent(s) and underwriting company(s).

Certificates of such insurance must indicate the type, the amount, the class of operations covered, the effective date and the expiration date for all policies. It shall be furnished to Cabarrus County and shall not be canceled or materially altered except after 30 days written notice has been received by Cabarrus County, and mutually agreed upon. The Contractor must cease work if any of the required insurance is canceled or expires.

Cabarrus County shall be endorsed and named as an additional insured. Contractors insurance shall be primary and noncontributory. All certificates shall reflect the endorsement and be delivered directly from the insurance agent or insurer either by email, fax or mail.

The Contractor further agrees to indemnify and hold harmless the County, its elected officials, agents, employees, and assigns from and against any all claims, damages losses, cost damage, expenses including without limitation, court costs and attorney fee(s) and liability caused by an accident or other

occurrence resulting in personal injury, bodily injury, including death, sickness, and disease to any person; or damage or destruction to property, real or personal arising directly or indirectly from operations, products or services rendered or purchased under this contract.

It is specifically understood that the Contractor will not transport any person until Contractor has obtained all information necessary for billing purposes including name, address, and phone number for the person to be transported. In the event the Contractor fails to obtain necessary billing information, the county shall not be responsible for paying The Contractor's invoice with respect to such transport.

Maintenance Requirements

The contractor shall ensure that a Vehicle Maintenance Manager is responsible for the development and execution of a comprehensive base wide vehicle maintenance program

The Maintenance Manager shall be experienced ten years or greater in the automotive work field and able to determine/resolve technical matters/problems involved in the repair and maintenance of vehicles and equipment.

The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to CCTS and/or the vehicle maintenance staff.

The contractor shall provide repair and replacement of vehicle and equipment tires in accordance with CCTS SSSP (State Systems Safety Plan) directives and manuals.

The contractor shall maintain all vehicles to the standards required by the CCTS SSSP mandatory directives and manuals.

Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the management and operation of motor vehicle maintenance functions as defined.

Reporting Requirements

On the first working day of each week, CCTS shall receive an activity report, no later than 11:00 am, including the following information for the previous week.

For each day of the week, a record of each trip provided including:

Date

Trip#

- Trip Request Time
- Client Name
- Passenger clarifications (elderly, disabled, etc.)
- Pickup location
- Drop off location
- Pickup time
- Drop off time
- Trip mileage
- Pay rate
- Amount billed
- Wait time charges detailed
- Pre-trip and Post-trip inspections sheets for each vehicle performed daily

No-shows reported and DSS19 slips collected for the previous week

The trip sheets are to be kept by the Contractor for five years after the day of service and shall be available to CCTS for inspection upon request.

Any and all accidents and/or incidents while transporting CCTS authorized passengers shall be reported to CCTS immediately and the written report submitted within 24 hours of the accident and/or incident.

The Contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary. The name and description of the hardware or software used to obtain the records and create reports should be submitted.

The following are types of information, which CCTS could require the Contractor to keep.

Daily Trip by Trip Records-

- Trip origin and destination address
- Clock time, vehicle odometer reading, and on-board passenger count at time of passenger pickup and drop off

Daily, Weekly, and Monthly Reports -

- By Agency:
- Passenger count by agency

- Hours of service per agency
- Miles of service per agency
- Daily, Weekly, and Monthly Management Report-
 - Sum number of unduplicated passengers served, one-way trips, hours available for service, vehicle hours and miles, accidents per mile, complaints per mile, etc.

Contractor shall be expected to perform their regular contracted services 24 hours a day, seven days a week. 48 hours' notice will be given for weekend trips and those trips falling outside normal business hours.

The Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from performing by acts of God, strike, and or confiscation of vehicles, materials, products, plants, or facilities. The County reserves the right to assign the areas covered by this Agreement to another contractor either in whole or in part, whenever the Contractor is unable to perform.

The Contractor shall transport approved, properly authorized individuals to a specified destination upon request, on time, and in accordance with arrangements made by CCTS.

Clients shall be provided door to door transport on routes between designated pick-up locations and assigned facilities. Transportation will be provided for ambulatory, non-ambulatory and wheelchair; Geri-chair residents, based on assessed need.

The Contractor shall also provide transport for approved attendants to ride with and assist authorized passengers. One attendant per individual may accompany the authorized passenger free of charge. Attendants shall include but not be limited to parents, spouses, other family members, or care givers. Caregivers may include friends, neighbors, acquaintances, paraprofessionals or professional care providers. The contractor will not supply attendants. Rider certified as requiring an attendant will be transported only when accompanied by an aide.

The Contractor's drivers are required to ensure that each passenger properly utilizes his/her seat belt when riding in the Contractor's vehicle and for ensuring compliance with federal safety laws for seatbelts and child safety seats. Child Safety provisions states no child under the age of fourteen be

transported without an adult attendant. The number of passengers in a vehicle shall not exceed the number of seatbelts in the vehicle.

The Contractor is required to use the highest degree of care in the operation of equipment and in the provision of assistance to passengers. This care includes providing assistance up and/or down steps and into buildings, and providing assistance into and out of the Contractor's vehicle.

The Contractor's drivers shall not be required to provide assistance beyond the doorway to the passenger's dwelling or destination except as may be necessary at medical facilities to get the passenger to the proper location, (i.e. a wheelchair bound passenger, a vision impaired, etc.). Contractor drivers are required to provide assistance in pushing wheelchairs to and from the building entrance. Drivers are not permitted to take wheelchair passengers up or down more than one step, up or down snow-covered ramps, or sidewalks. For wheelchairs weighing less than 50 pounds and a sedan type vehicle are used to transport the passenger, the driver is required to stow the wheelchair in the trunk.

Such labor, vehicles, materials, supplies, and required equipment shall be of acceptable quality to the County and services rendered shall comply with the following Performance Standards. Failure to comply shall be deemed an event of default and shall result in immediate termination of the Agreement. CCTS and the Contractor will review the performance standards annually.

Services shall be provided on such days and at such times as specified by CCTS, to and from locations and for such persons as are specified and authorized by CCTS.

The requests for service will be faxed or emailed to CCTS contractor by the Cabarrus County Mobility Management at least by 2:00 pm prior to the date of service. After requests are entered into the computer, they are coordinated and scheduled by the dispatcher/supervisor. The end result is a computerized daily schedule for each driver.

A master schedule containing all trips for the drivers is printed and continuously monitored from the dispatch office to ensure that trips are completed timely.

Passengers shall arrive at their destinations no later than their actual appointment time and shall be picked up for the return trip within 60 minutes of the call requesting the return trip. CCTS policy states

drivers are allotted a five minute maximum wait time after arriving at a passenger's home or a desired location before the driver must leave and the passenger is required to call in for their return trip.

The maximum one-way ride time for any passenger shall not exceed 30 minutes from the time the passenger boards or enters the vehicle except as may be required due to distance for out-of-county trips.

The contractor is encouraged to consolidate unrelated passenger trips into one vehicle. The contractor should attempt to consolidate trips whenever origins, destinations, and scheduled pick-up times are such that reasonable service quality can be maintained. A trip is defined as one or more people with the same origin and destination. If two people have different origins, but the same destinations, it is considered two trips.

Performance Monitoring

Monitoring is the process CCTS will use to oversee and check the Contractor's performance to be sure that it meets the performance standards. CCTS reserves the right to use any or all of the below monitoring techniques:

- Financial audits
- Customer surveys
- U.S. DOT National Transit Database Reports
- Monthly Management Performance Reports
- Random Phone Calls
- Unannounced visits
- Undercover rides
- Vehicle/Maintenance Record

Oversight

The Contractor will assign a Project Manager who will oversee the operation of the service with regard to performance of work under this Agreement, and ensure that the Contractor performs satisfactorily as accepted by CCTS,

CCTS Director or their designee shall have the authority to administer or terminate the agreement, executive change orders, and make related determinations and findings.

CCTS Director or their designee is responsible for ensuring the Contractor's compliance with the Terms and Conditions of the Agreement and safeguarding the best interest of the County.

The Transportation Planner or his designee at CCTS shall be responsible to authorize service delivery for all routes and schedules. The schedules will comply with the Contractor's hours of operation within the CCTS hours of operations parameters.

Cabarrus County holds Transportation Advisory Board (TAB) meetings on a monthly basis and may include discussion of service problems and proposed solutions. Open and frequent communications should be maintained. Additional meetings may be required. The Project Manager may be required to attend meetings.

The Contractor shall assist the County in overall system planning efforts. These efforts shall include assisting the County with all audits and operational planning requirements pertaining to the system; developing and promoting new services; exploring alternative funding and contracting methods; budgeting and capital areas; and public outreach efforts.

Complaint Procedures

Cabarrus County is committed to ensuring that quality service is provided to its passengers. Service providers are expected to perform all required services in a manner which complies with the program of performance standards of this agreement.

Complaints regarding service performed by the Contractor received by CCTS will be promptly transmitted in writing to the Contractor. The Contractor shall investigate all complaints received by CCTS or directly by the Contractor, and report findings and action taken to CCTS within 48 hours following receipt of complaints.

Breaches and Dispute Resolution

Disputes arising which are not resolved by agreement of the parties shall be decided in writing by the Transportation Director of CCTS or authorized representative working in conjunction with the County Attorney.

Unless otherwise directed by the Director, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

The duties and obligations of this Agreement and the rights and remedies available hereunder are in addition to and not a limitation of any duties, obligations, rights and remedies of the law. No action or failure to act by CCTS or The Contractor is not a waiver of any right or duty of this Agreement, nor is it an approval of any breach hereunder unless specifically agreed in writing.

Agreement Terms

The Contractor will provide transportation in the manner set above and elsewhere in this Agreement for the duration of one year.

Subject to the provisions for early termination as specified below, the term of this Agreement shall commence and end as stated above unless either party, in good faith, delivers notice of termination in writing to the other party at least 30 days prior to the effective date of the proposed action unless necessitated by a breach of the terms and conditions of this agreement by the Contractor. The agreement must be reviewed each year.

Execution of this Agreement does not warrant or guarantee a minimum or maximum amount of service to CCTS. Coordinated decisions are not defined by cost options only. It is understood, analysis of cost and the quality of service are considered in this process of coordination. CCTS reserves the right to waive and/or negotiate any or all elements of the agreement.

Termination

Failure to comply with any of these provisions may be considered a breach of the Contract and may result in immediate termination. All services performed by the Contractor will cease as of the date and

time indicated in the written correspondence from Cabarrus County working in conjunction with the County Attorney.

In the event of any termination, the County shall pay the agreed rate only for services delivered up to the date of termination and the County has no obligation to pay franchisee for services rendered or to be rendered after the effective date of termination, of any kind, after the date of termination.

Contractor shall deliver all vehicle records, equipment and material to the County within ten days of the effective date of termination. This requirement specifically includes electronic files pertaining to the System's passenger, routes, billing history, and eligibility status- as such data is recognized by the parties hereto as always remaining county property. Contractor shall promptly pay CCTS as of the date of termination for any sums owed CCTS pursuant to the terms of this agreement

Letter of Transmittal

T.J.'s Taxi, Inc.

901 Woodlawn Street

Kannapolis, NC 28083

704-938-5440

Taxi Services for Cabarrus County Transportation Service

- Contract Price
- T.J.'s Taxi, Inc. Mission Statement
- T.J.'s Taxi, Inc. Information Sheet
- Certification of Insurance
- Form of Proposal and Acknowledgement of Addenda
- Certification of Primary Participants Regarding Debarment, Suspension and other Responsibility Matters
- Certification Regarding Lobbying
- Certificate of Compliance with Buy America Requirements

Form of Proposal and Acknowledgement of Addenda

I, Teresa McCall, understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of 60 days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include labor, materials, tools, equipment, and other cost necessary to fully complete the design, manufacture, delivery, and implementation of the system pursuant to the negotiated specifications.

Name of Company: TJ's Taxi, Inc.

Business Address: 901 Woodlawn Street

Kannapolis, NC 28083

Name and Title of Authorized Official: Teresa McCall, President

Signature: _____

Date: MAY 21, 2018

Telephone Number: (704) 938-5440

Fax Number: (704) 933-8071

Acknowledgement of Addenda Received:

Addendum Number and Date Received: N/A

Addendum Number and Date Received: N/A

Addendum Number and Date Received: N/A

If no addenda were received, write "N/A" in each "Addendum Number and Date Received left blank.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this page, Section D.

Section A

Letter of Transmittal

Section B

Maintenance Response Form {Contractor Information Sheet}

Section C

Certificates of Insurance or information regarding number of employees and workman's compensation coverage requirements

Section D

Form of Proposal and Acknowledgement of Addenda

I, Teresa Jo McCall, understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of 60 days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include labor, materials, tools, equipment, and other cost necessary to fully complete the design, manufacture, delivery, and implementation of the system pursuant to the negotiated specifications.

Name of Company: TJ's Taxi Incorporated

Business Address: 901 Woodlawn St.
Kannapolis, NC 28083

Teresa Jo McCall - President
Name and Title of Authorized Official: _____

Signature: Teresa Jo McCall

Date: 5/21/18

Telephone Number: (704) 938.5440

Fax Number: (704) 933.8071

Acknowledgement of Addenda Received:

Addendum Number and Date Received: N/A
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If no addenda were received, write "N/A" in each "Addendum Number and Date Received" left blank.

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Please attach a copy of each addendum received to this page, Section D.

Section E: Required Appendices Submissions

Appendix A - Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs) - RS-2 Form

Appendix B - Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

Appendix C - Certification of Restrictions on Lobbying

Appendix D - Certificate of Compliance with Buy America Requirements (only submit one, either Appendix D or E)

Appendix E - Certificate of Non-Compliance with Buy America Requirements (only submit one, either Appendix E or D)

Appendix F - Federal and State Requirements and Special Conditions for Operations and Management Contracts

**FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS
for
OPERATIONS and MANAGEMENT CONTRACTS**

1 General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- b. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3 Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will

be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

4. Definitions

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

5 Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7. **Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with

implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) Nondiscrimination on the Basis of Sex - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) Other Nondiscrimination Laws. The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [U.S. DOT published final rule, "Disadvantaged Business

Enterprise: Program Improvements, 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

**the contractor may not hold retainage from its subcontractors; or
is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or
is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

9. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 *et seq.*

13. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and

c) A copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited to:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
- (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydro seeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

17. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this

offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov/> before entering into any sub-agreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

18. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

19. Breach of Contract

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner of performance set forth in the contract.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Owner, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Owner shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

22. No Federal Government Obligations to Third Parties

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

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Program Fraud and False or Fraudulent Statements and Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or

includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

25. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

26. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language:

Contract Work Hours and Safety Standards

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses

set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

27. Transit Employee Protective Agreements

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a) (2) or subsection 3012(b) of SAFETEA-LU, Projects for non-urbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below.
[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that

certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Project Labor Agreements (formerly Neutrality in Labor Relations)

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

29. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply with the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is

not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

30. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*Applicable to ITS projects*)

31. Charter Service

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its sub-recipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, sub-recipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [*Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.*]

32. School Bus Operations

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

33. Drug and Alcohol Testing

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

34. State and Local Disclaimer

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

35. Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

36. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

37. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses 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 contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

38. Safe Operation of Motor Vehicles

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

39. Exclusionary or Discriminatory Specifications or Requirements

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any sub-contracts that use exclusionary or discriminatory specifications or requirements.

40. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

41. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned TJ's Taxi Inc certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

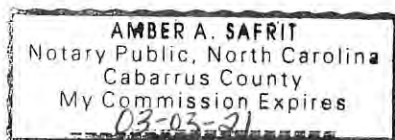
The Contractor, TJ's Taxi Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date 5.21.2018

Teresa Jo McCall
Signature of Contractor's Authorized Official
Teresa Jo McCall President
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 21st day of May, 2018, in the State of NORTH CAROLINA
and the County of ROWAN

Notary Public Amber A. Safrat
My Appointment Expires March 03, 2021



ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

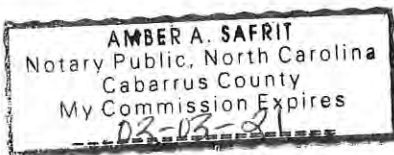
The lower tier participant (Bidder/Contractor), TJ's Taxi Inc., certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE Leena G. McCall
TITLE President
COMPANY TJ's Taxi Inc
DATE 5/21/2018

State of North Carolina

County of Rowan

Subscribed and sworn to before me this 21st day of May, 2018.



Notary Public Amber A. Safrin
My Appointment Expires March 03, 2021

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

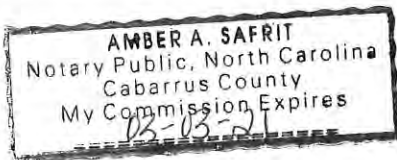
The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE 5.21.2018
SIGNATURE Jeena Jo McCall
TITLE President
COMPANY TJ's Taxi Inc

State of North Carolina

County of BOWEN

Subscribed and sworn to before me this 21st day of May, 2018



Notary Public Amber A Safrut
My Appointment Expires March 13, 2021

ATTACHMENT D

Contractor Information Sheet

T.J.'s Taxi, Inc.

901 Woodlawn Street

Kannapolis, NC 28083

704-938-5440

704-933-8071 Fax

Teresa Jo McCall- President

We provide transportation services to Residential, CCTS, Worker's Compensation Companies, Staffing Services, Retirement Centers, Northeast Medical Center, Kannapolis, City Schools, Cabarrus County SS, Perscription delivery Services and whomever has a transportation need.

Companies that we work with are:

One Call Care Transportion

Access Transport Services

Complete Delivery Services

Cabarrus County Dept of SS

Kannapolis City Schools

Neil Medical

Big Elm Retirement

Hospice & Palliative Care of Cabarrus County

Kannon Creek Assisted Living

We are a Drug Free Company and require pre-employment drug testing and random drug testing.

We have 8 taxi's and 2 Wheelchair vans.

Our Billing, which consists of, Date, Trip #, Client Name, Passenger clarifications, Pick up location, Drop off location, pick up time, trip mileage, pay rate, amount billed, and wait time charges detailed, is prepared on Microsoft Excel Spreadsheet and is kept for 5 years.

All drivers are required to complete driver training, First Aid, CPR Training, and passenger assistant before starting employment.

Each vehicle on our fleet is inspected by Concord Police Department upon adding to our fleet and once every year.

Each driver at the beginning of each shift is required to inspect their vehicle and fill out a vehicle inspection report.

We maintain repair logs including: what type of repair needed and correction made and date of correction for a period of five years.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2018

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

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

| | |
|--------------------------|--|
| PRODUCER | CONTACT NAME: Allied Insurance Agency Inc. |
| Allied Insurance Agency | PHONE (A/C, No, Ext): 704-934-2890 |
| 2113 Dale Earnhardt Blvd | FAX (A/C, No): 704-933-8120 |
| | E-MAIL ADDRESS: |
| Kannapolis NC 28083 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Nautilus |
| INSURED | INSURER B: Integon National |
| TJ's Taxi Inc | INSURER C: |
| 8254 Smith Road | INSURER D: |
| Kannapolis NC 28081 | INSURER E: |
| | INSURER F: |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR Y/YD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|-----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | NN045385 | 09/25/2017 | 09/25/2018 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | 2002270890 | 08/25/2017 | 08/25/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 |
| | <input type="checkbox"/> ANY AUTO | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> | <input type="checkbox"/> | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E L EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E L DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E L DISEASE - POLICY LIMIT \$ |

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

Taxi Service

#1--1998 Linc Town Car #1LNLM82W7TY702983 #2-1995 Dodge Van #2B7KB31Z3SK558315 #3-2002 Ford Ecodin #1FDWE35L12HB76152 #4-2001 Linc Town Car #512399M82W7TY7023365 #1LNLM82W6YY906976 #6-1999 Linc Town Car #1LNLM81W9XY666354 #7-1999 Linc Town Car #1LNLM82W3XY696075 #8-1997 Linc Town Car #1LNLM81W6YY678002 #9-1996 Linc Town Car #1LNLM81WXTY700774 #10-1998 Linc Town Car #1LNFM82W2WY733199 #11-2000 Linc Town Car #1LNLM81W6YY796688

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Cabarrus County Attn: Risk Management P O Box 707 Concord, N.C. 28026 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

ACORD 25 (2010/05)

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Attachment number 1 in



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

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

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

| PRODUCER Dennis Mitchell Mitchell Insurance Services 6701-U North Tryon Street Charlotte NC, 28213 | CONTACT NAME: Dennis Mitchell PHONE (A/C, No, Ext): (704) 596-9991 FAX (A/C, No): (704) 596-5224 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|-------------------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Tj's Taxi 901 Woodlawn Street Kannapolis, NC 28083 (704) 938-5440 | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>HARTFORD UNDERWRITERS INS CO.</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | HARTFORD UNDERWRITERS INS CO. | | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | HARTFORD UNDERWRITERS INS CO. | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--------------------------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| <input type="checkbox"/> | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ OTHER \$ |
| <input type="checkbox"/> | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$ |
| <input type="checkbox"/> | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N y | N/A | UB-001K05213 | 11/21/17 | 11/21/18 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 |
| | | | | | | | |

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

CERTIFICATE HOLDER**CANCELLATION**

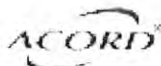
Cabarrus County
Attn: Access Transportation
PO Box 707
Concord, NC 28026
Fax: 704/933-8071

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D R Mitchell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2017

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

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| | | | |
|---|--|---|--|
| PRODUCER Allied Insurance Agency 2113 Dale Earnhardt Blvd Kannapolis NC 28083 | | CONTACT NAME: Allied Insurance Agency Inc PHONE (A/C, No, Ext): 704-934-2690 FAX (A/C, No): 704-933-8120 E-MAIL ADDRESS: | |
| INSURED TJ's Taxi 8254 Smith Road Kannapolis NC 28081 | | INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: Integon National INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> RENTED AUTOES <input type="checkbox"/> HIRED AUTOES <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS | | | 2102270890 | 08/25/2017 | 08/25/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | | | |

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

Taxi Service
#1- 2002 Ford Ecoclin #1FDWE35L12HB76152 #2-2000 Linc Town Car #1LNHMS21V6YY906976 #3-1999 Linc Town Car #1LNHM81W9XY666354 #4-1997 Linc Town Car #1LNLM81W3VY711554 #5-1997 Ford #2FALP73W1Vx164771 #6-1996 Linc Town Car #1LNLM81WXTY700774 #7- 2001 Dodge #2B6LB31Z71K502790 - #8 - 1999 Linc Town Car #1NFM52W9XY607553 - #9 - 00 Ford #1FMZA52484B74079

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| One Call Care Transport & Translate 841 Prudential Drive Ste 900 Jacksonville FL 32207 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

TIP No. and/or Type of Work (Limited Services)

(Consultant/Firm Name and Federal Tax Id)

(Subconsultant/Firm Name and Federal Tax Id)

| | | |
|---|---|--------------------------------|
| SERVICE / ITEM DESCRIPTION | | Anticipated Utilization |
| NONE | | 0 |
| | | |
| | TOTAL UTILIZATION: | |
| SUBMITTED BY: SUBCONSULTANT: | RECOMMENDED BY: CONSULTANT: | |
| | | |
| *BY: | *BY: | |
| TITLE: | TITLE: | |
| SPSF Status: Yes <input type="checkbox"/> No <input type="checkbox"/> | | |

"SUBCONCONSULTANT" (FORM RS-2)
RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant **are required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has **no** subconsultant, **it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form.** Attachment number 1 \n



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

DHS - Transportation System Safety Plan

BRIEF SUMMARY:

The Transportation System Safety Plan is an effort to promote safe public transportation services such that each rural transit system in the state that received federal and/or state funds has an approved System Safety Plan.

The concept of a core safety program element is simply a safety activity that every public transportation provider should be doing as part of a minimum safety and security program. Core safety program elements should receive adequate resources to support these core activities. While all activities are subject to resource limitations, these core safety and security activities should be a high priority in resource allocation. All transit providers should implement the core safety program elements as the minimum acceptable approach to public transportation safety. The remaining "enhanced" elements of the comprehensive safety and security program should be incorporated into safety efforts as needs are identified and resources are available.

REQUESTED ACTION:

Motion to approve the Transportation System Safety Plan.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Cabarrus County Emergency Action Plan SSP](#)
 - ☐ [Cabarrus County Fire Prevention Plan SSP](#)
 - ☐ [Preventive Maintenance Plan Template 2017 - 2018 SSP](#)
 - ☐ [Cabarrus County Drug Alcohol Policy SSP](#)
 - ☐ [Cabarrus County SECURITY PLAN SSP](#)
 - ☐ [Cabarrus County COOP Full Plan SSP](#)
-



CABARRUS COUNTY EMERGENCY ACTION PLAN

Scope: It is the policy of Cabarrus County to provide to employees the safest practical workplace free from areas where potential emergency hazards exist. The primary goal of this emergency action program is to reduce or eliminate loss of life and resources in the workplace by heightening the awareness of all employees on emergency procedures. Another goal of this plan is to provide all employees with the information necessary to recognize hazardous conditions and take appropriate action before such conditions result in an emergency.

Authority: This evacuation plan complies with the requirements of 29 CFR 1910.38.

This document is a plan to prepare for workplace emergencies. By auditing the workplace, training employees, obtaining and maintaining the necessary equipment, and by assigning responsibilities, human life and company resources will be preserved. The intent of this plan is to ensure all employees a safe and healthful workplace. Those employees assigned specific duties under this plan will be provided the necessary training and equipment to ensure their safety. This plan applies to emergencies that could be reasonably expected in our workplace such as fire/smoke, tornadoes, bomb threats, leaks, etc.

This emergency action plan will be reviewed annually and updated as needed to maintain compliance with applicable regulations and standards and remain up-to-date. Workplace inspection reports and incident reports will be maintained and used to provide corrections and improvements to the plan.

This plan will be available for employee review at any time during all normal working hours.

EMERGENCY PLAN COORDINATORS:

Risk Management, Infrastructure and Asset Management, and Emergency Management are responsible for the proper inventory and maintenance of equipment.

PLAN OUTLINE/DESCRIPTION:

- I. **Means of Reporting Emergencies:** All fires and emergencies will be reported by one or more of the following means as appropriate:
 - a. Verbally to 911 with the emergency and location
 - b. Verbally to Risk Management (ext. 2218), Infrastructure and Asset Management (ext. 3213), Emergency Management (ext. 2561) during normal working hours.
 - c. By telephone if after hours/weekends.
 - d. By the building alarm system.

Emergencies that require either fire, police, or ambulance should first be reported to 911. Risk Management should also be alerted to any fires or emergencies so that proper contact can be made to all entities.

II. **Alarm System Requirements:** Alarm system requirements for notifying employees during an emergency are as follows:

- a. Provides warning for safe escape.
- b. Can be perceived by all employees.
- c. Alarm is distinctive and recognizable.
- d. Employees have been trained on the alarm system.
- e. Emergency phone numbers are posted.
- f. Emergency alarms have priority over all other communications.
- g. Alarm system is properly maintained.

III. **Sounding The Alarm:** There are 2 different alarms. One alarm is constant and signals for occupants to evacuate the building. The second alarm comes on once the building has been deemed safe for return and is a slower toned alarm.

IV. **Evacuation Plans:** Emergency evacuation escape route plans are posted in key areas of all County buildings. It should be noted that everyone should exit the building according to the nearest and safest exit available. It is recommended that disabled patrons or employees identify an "evacuation assistant" to assist in locating an on-site emergency personnel and disclosing the location of the disabled person. There are basic evacuation routes to safely remove disabled persons out of the building. Horizontal evacuation entails exiting out of the building to gain access to the outside ground level or going to unaffected wings of the building. Vertical evacuation utilizes stairwells to reach the ground level. Another option in the event of no imminent danger is to remain in a safe location with an exterior window and telephone to remain in contact with 911 and disclose their location until emergency personnel arrive.

V. **Employee Accountability:** In the event of an evacuation, all occupants shall promptly exit the building via the nearest exit. Go to your designated assembly point and report to your supervisor. Each supervisor will account for each assigned employee via a head count. All supervisors shall report their head count to their department heads, who should then notify Risk Management at 704-222-2903 or 704-305-9723.

VI. **Building Re-Entry:** Once evacuated, no one shall re-enter the building. There will be signage stating that the building is under evacuation and should not be entered. Once the Fire Department or other responsible agency has notified us that the building is safe to re-enter, then personnel shall return to their work areas.

VII. **Hazardous Weather:**

When a hazardous weather alert is made, all employees shall immediately report to the

closest tornado refuge area according to their building. For the Government Center, the basement is the refuge area, offices in the Department of Human Services, and the 4th floor in the Sheriff Department. Please note that employees should not be near any windows.

Training:

Drills and extinguisher training occur annually and should be performed as if there was real damage. Subjects to be covered include:

- a. Emergency escape procedures/routes
- b. Fire extinguisher locations and proper use
- c. Head count procedures
- d. Major facility fire hazards
- e. Fire prevention practices
- f. Means of reporting fires/emergencies (use of alarm systems)
- g. Names/titles of Coordinators
- h. Availability of the plan to employees
- i. Housekeeping practices
- j. No smoking areas
- k. Hazardous weather procedures
- l. Special duties as assigned to Coordinators and those listed above.



CABARRUS COUNTY FIRE PREVENTION PLAN

Scope: It is the policy of Cabarrus County to provide to employees the safest practical workplace free from areas where potential fire hazards exist. The primary goal of this fire protection program is to reduce or eliminate fire in the workplace by heightening the fire safety awareness of all employees. Another goal of this plan is to provide all employees with the information necessary to recognize hazardous conditions and take appropriate action before such conditions result in a fire emergency.

Authority: This fire prevention plan complies with the requirements of 29 CFR 1910.39.

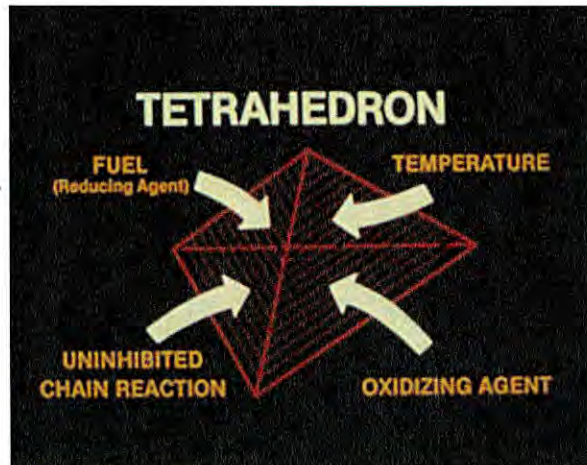
This plan details the basic steps necessary to minimize the potential for fire occurring in the workplace. Prevention of fires in the workplace is the responsibility of everyone employed by Cabarrus County but must be monitored by each supervisor overseeing any work activity that involves a major fire hazard. Every effort will be made by Cabarrus County to identify those hazards that might cause fires and establish a means for controlling them. The plan administrator, or safety officer, must also be familiar with the behavior of employees that may create fire hazards as well as periods of the day, month, and year in which the workplace could be more vulnerable to fire.

This fire prevention plan will be reviewed annually and updated as needed to maintain compliance with applicable regulations and standards and remain up-to-date with the state of the art in fire protection. Workplace inspection reports and fire incident reports will be maintained and used to provide corrections and improvements to the plan.

This plan will be available for employee review at any time during all normal working hours.

I. CLASSIFICATION

Fire is a chemical reaction involving the rapid oxidation or burning of a fuel. It needs four elements to occur as illustrated below in the tetrahedron. This is described by the following illustration:



The first component of the tetrahedron is fuel. Fuel can be any combustible material such as: solid (such as wood, paper, or cloth), liquid (such as gasoline) or gas (such as acetylene or propane). Solids and liquids generally convert to gases or vapors before they will burn.

Another component of the tetrahedron is oxygen. Fire only needs an atmosphere with at least 16% oxygen. Heat is also a component of the tetrahedron. Heat is the energy necessary to increase the temperature of the fuel source to a point in which sufficient vapors are emitted for ignition to occur. The final side of the tetrahedron represents a chemical chain. When these components are brought together in the proper conditions and preparations, fire will develop. Take away any one of these elements, and the fire cannot exist or will be extinguished if it was already burning.

Fires are classified into four groups according to sources of fuel: Class A, B, C, and D based on the type of fuel source:

Class A Ordinary combustible materials such as paper, wood, cloth and some rubber and plastic materials.

Class B Flammable or combustible liquids, flammable gases, greases and similar materials, and some rubber and plastic materials.

Class C Energized electrical equipment and power supply circuits and related materials.

Class D Combustible metals such as magnesium, titanium, zirconium, sodium, lithium and potassium.

II. DETERMINING FIRE HAZARDS

Infrastructure and Asset Management is responsible for the maintenance of the equipment and systems installed to prevent or control fires.

Material hazards shall be identified, as evident on the specific Safety Data Sheets (SDS), and labeled on containers as soon as they arrive in the workplace.

OXYGEN-ENERGIZED ATMOSPHERES

Oxygen-enriched atmospheres involve operating rooms and anesthesia machines, oxygen tents as used by ambulances, fire and police or rescue squads; hospitals and laboratory supply systems; cutting and welding. If practical, nonflammable anesthetic agents will be used. To prevent dangerous adiabatic heating of flammable anesthetic gases, the cylinder valves will be opened very slowly to allow the gradual introduction of the high pressure gas downstream from the cylinder valve. This will permit a slow buildup of pressure and hence temperature. An aid to the identification of hazards associated with medical agents and gases in NFPA 704, Standard Systems for the Identification of the Fire Hazards of Materials.

INDUSTRIAL TRUCKS

The type of industrial truck being used shall be approved for use within any building storing hazardous materials. All refueling operations shall be conducted outside and away from storage of flammable materials. Areas that are used for maintenance and battery charging of electrical trucks should be separated from storage areas.

III. STORAGE AND HANDLING PROCEDURES

The storage of material shall be arranged such that adequate clearance is maintained away from heating surfaces, air ducts, heaters, flue pipes, and lighting fixtures. All storage containers or areas shall prominently display signs to identify the material stored within. Storage of chemicals shall be separated from other materials in storage, from handling operations, and from incompatible materials. All individual containers shall be identified as to their contents.

Only containers designed, constructed, and tested in accordance with the U. S. Department of Transportation specifications and regulations are used for storage of compressed or liquefied gases. Compressed gas storage rooms will be areas reserved exclusively for that purpose with good ventilation and at least 1-hour fire resistance rating. The gas cylinders shall be secured in place and stored away from any heat or ignition source. Pressurized gas cylinders shall never be used without pressure regulators.

ORDINARY COMBUSTIBLES

- Wooden pallets will not be stacked over 6 feet tall. If feasible, extra pallets will be stored outside or in separate buildings to reduce the risk of fire hazards.
- Piles of combustible materials shall be stored away from buildings and located apart from each other sufficiently to allow firefighting efforts to control an existing fire.

IV. POTENTIAL IGINATION SOURCES

- Ensure that utility lights always have some type of wire guard over them.
- Don't misuse fuses. Never install a fuse rated higher than specified for the circuit.
- Investigate any appliance or equipment that smells strange. Space heaters, microwave ovens, hot plates, coffee makers and other small appliances shall be rigidly regulated and closely monitored.
- The use of extension cords to connect heating devices to electric outlets shall be prohibited.
- If a hot or under inflated tire is discovered, it should be moved well away from the vehicle. As an alternative, the driver should remain with the vehicle until the tire is cool to the touch, and then make repairs. If a vehicle is left with a hot tire, the tire might burst into flames and destroy the vehicle and load.

WELDING AND CUTTING

Welding and cutting will not be permitted in areas not authorized by management.

If practical, welding and cutting operations shall be conducted in well-ventilated rooms with a fire-resistant floor. If this practice is not feasible, shall ensure that the work areas have been surveyed for fire hazards; the necessary precautions taken to prevent fires; and issue a hot permit. This hot permit shall only encompass the area, item and time which is specified on it.

If welding is to be performed over wooden or other combustibles type floors, the floors will be swept clean, wetted down, and covered with either fire-retardant blankets, metal or other noncombustible coverings.

Welding will not be permitted in or near areas containing flammable or combustible materials (liquids, vapors, or dusts). Welding will not be permitted in or near closed tanks that contain or have contained flammable liquids unless they have been thoroughly drained, purged and tested free from flammable gases or vapors. Welding shall not begin until all combustible materials have been removed at least 35 feet from the affected areas, or if unable to relocate, covered with a fire retardant covering. Openings in walls, floors, or ducts shall be covered if located within 35 feet of the intended work area. Welding will not be permitted on any closed containers.

Fire extinguishers will be provided at each welding or cutting operation. A trained watcher will be stationed at all times during the operation and for at least 30 minutes following the completion of the operation. This person will assure that no stray sparks cause a fire and will immediately extinguish fires that do start.

OPEN FLAMES

No open flames will be permitted in or near spray booths or spray rooms. If indoor spray-painting work needs to be performed outside of standard spray-painting booths, adequate ventilation will be provided. All potential ignition sources will also be eliminated.

Cabarrus County has a specific policy regarding cigarette/cigar/pipe smoking in the workplace. Refer to No Smoking Policy revised August 26, 2008.

V. HOUSEKEEPING PREVENTIVE TECHNIQUES

The following are housekeeping techniques and procedures to prevent occurrences of fire.

- Keep storage and working areas free of trash.
- Place oily rags in covered containers and dispose of daily.
- Do not use gasoline or other flammable solvent or finish to clean floors.
- Use noncombustible oil-absorptive materials for sweeping floors.
- Dispose of materials in noncombustible containers that are emptied daily.
- Remove accumulation of combustible dust.
- Don't refuel gasoline-powered equipment in a confined space, especially in the presence of equipment such as furnaces or water heaters.
- Don't refuel gasoline-powered equipment while it is hot.
- Follow proper storage and handling procedures.
- Ensure combustible materials are present only in areas in quantities required for the work operation.
- Clean up any spill of flammable liquids immediately.
- Ensure that if a worker's clothing becomes contaminated with flammable liquids, these individuals change their clothing before continuing to work.
- Post "No Smoking" caution signs near the storage areas.
- Report any hazardous condition, such as old wiring, worn insulation and broken electrical equipment, to the supervisor.
- Keep motors clean and in good working order.
- Don't overload electrical outlets.
- Ensure all equipment is turned off at the end of the work day.
- Maintain the right type of fire extinguisher available for use.
- Use the safest cleaning solvents (nonflammable and nontoxic) when cleaning electrical equipment.
- Ensure that all passageways and fire doors are unobstructed. Stairwell doors shall never be propped open, and materials shall not be stored in stairwells.
- Periodically remove over spray residue from walls, floors, and ceilings of spray booths and ventilation ducts.
- Remove contaminated spray booth filters from the building as soon as replaced, or keep immersed in water until disposed.
- Don't allow material to block automatic sprinkler systems, or to be piled around fire extinguisher locations. To obtain the proper distribution of water, a minimum of 18 inches of clear space must be maintained below sprinkler deflectors. If there are no sprinklers, a 2-foot clearance between piled material and the ceiling must be maintained to permit use of hose streams. These distances must be doubled when stock is piled higher than 15 feet.
- Check daily for any discard lumber, broken pallets or pieces of material stored on site and remove properly.
- Repile immediately any pile of material which falls into an aisle or clear space.
- Use weed killers that are not toxic and do not pose a fire hazard.

VI. FIRE PROTECTION EQUIPMENT

Buildings that are equipped with electrically managed, manually operated fire alarm systems shall be maintained in accordance with NFPA 72 requirements. When activated, the system will sound alarms that can be heard above the ambient noise levels throughout the workplace. The fire alarm will also be automatically transmitting to the fire department. Employee's should refer to and follow the Safety & Emergency Procedures Guide "Fire Emergency Plan" for evacuations during fire alarm activation.

Buildings that are equipped with automatic sprinkler systems shall be installed and maintained in accordance with NFPA 13, standard for the installation of sprinkler systems. Systems are inspected annually by certified sprinkler contractors to comply with NFPA 13 and state code requirements.

Fire extinguishers must be kept fully charged and in their designated places. The extinguishers will not be obstructed or obscured from view.

The fire extinguishers will also be inspected by Infrastructure and Asset Management, at least monthly, to make sure that they are in their designated places, have not been tampered with or actuated, and are not corroded or otherwise impaired. Attached inspection tags shall be initialed/dated each month.

The location of all hydrants, hose houses, portable fire extinguishers, or other fire protective equipment should be properly marked with arrows and signs painted on the pavement.

VII. TRAINING

Risk Management and Emergency Management are responsible for annual training of the proper use of fire extinguishers in their work areas. Employees shall be familiar with evacuation routes. The training of all employees shall include the locations and types of materials and/or processes which pose potential fire hazards. The training program shall also emphasize the following:

1. Use and disposal of smoking materials
2. The importance of electrical safety
3. Proper use of electrical appliances and equipment
4. Unplugging heat-producing equipment and appliances at the end of each work day
5. Correct storage of combustible and flammable materials
6. Safe handling of compressed gases and flammable liquids (where appropriate)



Cabarrus County Transportation Preventive Maintenance Plan

Vincent Johnson- Maintenance Supervisor
Bob Bushey -Transportation Manager
Franklin Barnes-Operations& Training Coordinator

Stan Parnell-Driver Supervisor
Jessica Hillie-Driver Supervisor

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. It is Cabarrus County Transportation Service policy to follow that minimum required maintenance set forth by the manufacturer standards. All preventative maintenance will be reported/completed in a timely manner.

MAINTENANCE

Each Cabarrus County Transportation Service vehicle is assigned a number by the Transportation Manager of Cabarrus County Transportation which is affixed to each vehicle in a visible location (Both sides of the front corner of the vehicle, and the back passenger side above the brake light. The phone number and facility name is put on the vehicles when purchased.

Every transit driver is responsible for ensuring that periodic maintenance is performed on the vehicle assigned to him/her at Cabarrus County Transit. The transit driver will indicate on the Pre-Trip Inspection Form when the vehicle is within 500 miles of the next scheduled service.

All requests for service and maintenance must be given to the Maintenance Supervisor. Repairs are posted on the Maintenance Repair form generated by the ASSETWORKS program. A copy of the form must be taken with the vehicle to the maintenance provider and a copy of the form is filed with the Maintenance Supervisor and posted in the Vehicle Maintenance Log.

In the event of a mechanical failure while the vehicle is in service, the driver will call the Driver Supervisor to report the need for service. The Driver Supervisor will contact the Maintenance Supervisor who will coordinate with the maintenance provider during normal business hours or the wrecker service at other times.

Preventative Maintenance Schedule

Be alert and ready to make schedule alterations according to your specific needs. When making alterations, be sure to document any changes and update this list for reference.

Regularly

Wash vehicle interior and exterior – determine need by the amount of use and road conditions. (Salt used for clearing roads and chloride compounds used to control dust on unpaved roads may require more frequent washes.

Clean the windshield wiper blades as required.

Unscheduled

Replace:

- Alternator
- Starter motor
- Windshield wiper motor
- Windshield wiper blades
- Exhaust components: muffler, manifolds, pipes, hangers and clamps, headlamps, turn signal bulbs, brake lights and marker lights.
- Vehicle interior fittings, seat materials
- Wheelchair lift components
- Wheelchair restraint components

Every Year

Flush radiator
Replace coolant
Service air conditioner

Every 2 Years

Replace all hoses; more often if necessary.

Every 2 Years

Replace battery.

Mileage Specific

* In dusty areas, the air filter should be replaced every 10,000 miles.

** PVC valve and brake pad replacements and engine tune-ups may need to be performed more often than suggested in this schedule.

| | |
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| 6,000 | Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 12,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. |
| 18,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. |
| 24,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 30,000 | Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components. |
| 36,000 | Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate |

steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.

42,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components.

48,000 Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

54,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required.

60,000 Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.

66,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped).

72,000 Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, Inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.

78,000 Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front end suspension components.

84,000 Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps,

inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

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| 90,000 | Change oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required. |
| 96,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 100,000 | Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid. |
| 106,000 | Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 112,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. |
| 118,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. |
| 124,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 130,000 | Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, |

| | |
|---------|---|
| | inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components. |
| 136,000 | Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. |
| 142,000 | Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components. |
| 148,000 | Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 154,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required. |
| 160,000 | Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 166,000 | Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required. |
| 172,000 | Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, Inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required. |

| | |
|---------|--|
| 178,000 | Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front end suspension components. |
| 184,000 | Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |
| 190,000 | Change oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required. |
| 196,000 | Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid. |
| 202,000 | Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. |

WHEELCHAIR LIFT MAINTENANCE SCHEDULE

Perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Wheelchair lift maintenance is scheduled on an A&C rotation which provides service twice a year. Corrections of any potentially dangerous situations is performed at once.

Preventative Maintenance (PM) Schedule

POST ASSETWORKS PM CHECKLIST HERE

| | |
|----------------|--|
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |
| PM-QT12 | CHECK OPERATION OF ALL EMERGENCY EXITS; HATCH/WINDOWS/DOORS |
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U- JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PM-CAM- 00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |

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| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U-JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PMSAC52 | CHANGE FUEL FILTER |
| PMSAC51 | CHANGE TRANSMISSION FLUID AND REPLACE FILTER |
| PMSAC79 | REPLACE WHEEL BEARING GREASE; GREASE 4X2 WHEEL BEARING SEALS |
| PMSFW61 | REPLACE CLIMATE-CONTROLLED SEAT FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |
| PMSEON-2 | CHECK CAMERA SYSTEM DVR RECORDING PROPERLY; LIGHTS ON ETC |
| PMSEON-3 | CLEAN BACK OF CAMERA DVR WITH COMPRESSED AIR |
| CABAR-PM-3000, D | |

| PM Task | Description |
|----------|--|
| PMMP-00 | ***** MULTIPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER-OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |

PM CHECKLIST

CLASS CLASS CODE =

CABAR-PM-VAN

CABAR-PM-VAN, A

| PM Task | Description |
|----------|---|
| PMMP-00 | ***** MULTIPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |

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|------------|--|
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |
| PM-QT12 | CHECK OPERATION OF ALL EMERGENCY EXITS; HATCH/WINDOWS/DOORS |
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U- JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |

| | |
|-----------------|--|
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U-JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PMSAC52 | CHANGE FUEL FILTER |
| PMSAC51 | CHANGE TRANSMISSION FLUID AND REPLACE FILTER |
| PMSAC79 | REPLACE WHEEL BEARING GREASE; GREASE 4X2 WHEEL BEARING SEALS |
| PMSFW61 | REPLACE CLIMATE-CONTROLLED SEAT FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |
| PMSEON-2 | CHECK CAMERA SYSTEM DVR RECORDING PROPERLY; LIGHTS ON ETC |
| PMSEON-3 | CLEAN BACK OF CAMERA DVR WITH COMPRESSED AIR |
| CABAR-PM-VAN, D | |

| PM Task | Description |
|----------|---|
| PMMP-00 | ***** MULTIPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |

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|--------------|--|
| PMBL750-1104 | APPLY LIGHT OIL LIFT-TITE LATCHES (LOWER PIVOT POINTS-2) |
| PMBL750-1105 | APPLY LIGHT OIL LIFT-TITE LATCH GAS (DAMPENING) SPRING PIVOT |
| PMBL750-1106 | INSPECT LIFT-TITE LATCHES; GAS SPRINGS; WEAR; DAMAGE; SECURE |
| PMBL750-1107 | INSPECT OUTER BARRIER FOR PROPER OPERATION; CORRECT; REPLACE |
| PMBL750-1108 | INSPECT OUTER BARRIER LATCH; OPERATION; SECUREMENT |
| PMBL750-1109 | INSPECT LIFT FOR WEAR; DAMAGE; ABNORMAL CONDITION; CORRECT |
| PMBL750-1110 | INSPECT LIFT FOR RATTLES |
| PMBL750-1111 | ADJUST FOLD PRESSURE; OUTER BARRIER FOLD PRESSURE |
| PMBL750-1112 | VERIFY FMVSS 403 404 CERTIFICATION CHECKLIST |
| PMBL01-00 | LIFT CYCLE COUNT _____ |

CABAR-PM-VAN, LIFT-C

| PM Task | Description |
|--------------|--|
| PMBL4500-00P | ****PERFORM BRAUN WHEELCHAIR LIFT 4500 CYCLE INSPECTION**** |
| PMBL750-1100 | APPLY LIGHT OIL OUTER BARRIER PIVOT POINTS (2) |
| PMBL750-1101 | APPLY LIGHT OIL OUTER BARRIER LATCH PIVOT POINT |
| PMBL750-1102 | APPLY LIGHT GREASE TO BOTH SIDES OF OUTER BARRIER LATCH SLOT |
| PMBL750-1103 | APPLY LIGHT OIL OUTER BARRIER LEVER BEARINGS (2) |
| PMBL750-1104 | APPLY LIGHT OIL LIFT-TITE LATCHES (LOWER PIVOT POINTS-2) |
| PMBL750-1105 | APPLY LIGHT OIL LIFT-TITE LATCH GAS (DAMPENING) SPRING PIVOT |
| PMBL750-1106 | INSPECT LIFT-TITE LATCHES; GAS SPRINGS; WEAR; DAMAGE; SECURE |
| PMBL750-1107 | INSPECT OUTER BARRIER FOR PROPER OPERATION; CORRECT; REPLACE |
| PMBL750-1108 | INSPECT OUTER BARRIER LATCH; OPERATION; SECUREMENT |
| PMBL750-1109 | INSPECT LIFT FOR WEAR; DAMAGE; ABNORMAL CONDITION; CORRECT |

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| PMBL1500-119 | INSPECT EXT SNAP RINGS; LATCH GAS (DAMPENING) SPRING (4) |
| PMBL1500-120 | INSPECT EXT SNAP RINGS; INNER FOLD ARM CAM FOLLOWERS (4) |
| PMBL1500-121 | INSPECT EXTERNAL SNAP RINGS; INNER FOLD ARM ROLLER PINS (4) |
| PMBL1500-122 | INSPECT EXT SNAP RINGS; OUTER BARRIER HYD CYLINDER PIN (2) |
| PMBL1500-123 | INSPECT EXT SNAP RINGS; INNER ROLL STOP LEVER BRACK PINS (2) |
| PMBL1500-124 | INSPECT INNER ROLL STOP LOCKS (2); TORSON SPRINGS (2); OPER |
| PMBL1500-125 | INSPECT OUTER FOLD ARM PINS (2); AXLES (2); BEARINGS (8); |
| PMBL1500-126 | REMOVE PUMP MODULE COVER; INSPECT; HYDRAULIC HOSES; FITTINGS |
| PMBL1500-127 | REMOVE PUMP MODULE COVER; CABLES; WIRES; TERMINALS; SECURE |
| PMBL1500-128 | REMOVE PUMP MODULE COVER; RELAYS; FUSES; POWER SWITCH;LIGHTS |
| PMBL4500-100 | INSPECT COTTER PINS ON PLATFORM PIVOT PIN (2) |
| PMBL4500-101 | CHECK HYDRAULIC FLUID PUMP |
| PMBL4500-102 | INSPECT CYLINDERS;FITTINGS;HYDRAULIC CONNECTIONS;WEAR;LEAKS |
| PMBL4500-103 | INSPECT OUTER BARRIER CYLINDER HOSE ASSEMBLY; WEAR; LEAKAGE |
| PMBL4500-104 | INSPECT PARALLEL ARMS; BEARINGS; PIVOT PINS; WEAR; DAMAGE |
| PMBL4500-105 | INSPECT PARALLEL ARM PIVOT PIN MOUNTING BOLTS (8) |
| PMBL4500-106 | INSPECT PLATFORM PIVOT PINS; BEARINGS; VERTICAL ARMS; SECURE |
| PMBL4500-107 | INSPECT INNER OUTER FOLD ARMS;SADDLE;SUPPORT;PIVOT PINS;BEA |
| PMBL4500-108 | INSPECT GAS SPRINGS (CYLINDERS); WEAR; DAMAGE; OPERATION |
| PMBL4500-109 | INSPECT SADDLE BEARING (UHMW-2) |
| PMBL4500-110 | INSPECT VERTICAL ARM PLASTIC COVERS |
| PMBL4500-111 | INSPECT POWER CABLE |

PM CHECKLIST

CLASS CLASS CODE =

CABAR-PM-VAN-2500

CABAR-PM-VAN-2500, A

| PM Task | Description |
|----------|---|
| PMMP-00 | ***** MULTIPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |

| | |
|------------|--|
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |
| PM-QT12 | CHECK OPERATION OF ALL EMERGENCY EXITS; HATCH/WINDOWS/DOORS |
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U- JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |

| | |
|----------------------|--|
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U-JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PMSAC52 | CHANGE FUEL FILTER |
| PMSAC51 | CHANGE TRANSMISSION FLUID AND REPLACE FILTER |
| PMSAC79 | REPLACE WHEEL BEARING GREASE; GREASE 4X2 WHEEL BEARING SEALS |
| PMSFW61 | REPLACE CLIMATE-CONTROLLED SEAT FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |
| PMSEON-2 | CHECK CAMERA SYSTEM DVR RECORDING PROPERLY; LIGHTS ON ETC |
| PMSEON-3 | CLEAN BACK OF CAMERA DVR WITH COMPRESSED AIR |
| CABAR-PM-VAN-2500, D | |

| PM Task | Description |
|----------|--|
| PMMP-00 | ***** MULTIPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER-OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |

| | |
|--------------|--|
| PMBL750-1104 | APPLY LIGHT OIL LIFT-TITE LATCHES (LOWER PIVOT POINTS-2) |
| PMBL750-1105 | APPLY LIGHT OIL LIFT-TITE LATCH GAS (DAMPENING) SPRING PIVOT |
| PMBL750-1106 | INSPECT LIFT-TITE LATCHES; GAS SPRINGS; WEAR; DAMAGE; SECURE |
| PMBL750-1107 | INSPECT OUTER BARRIER FOR PROPER OPERATION; CORRECT; REPLACE |
| PMBL750-1108 | INSPECT OUTER BARRIER LATCH; OPERATION; SECUREMENT |
| PMBL750-1109 | INSPECT LIFT FOR WEAR; DAMAGE; ABNORMAL CONDITION; CORRECT |
| PMBL750-1110 | INSPECT LIFT FOR RATTLES |
| PMBL750-1111 | ADJUST FOLD PRESSURE; OUTER BARRIER FOLD PRESSURE |
| PMBL750-1112 | VERIFY FMVSS 403 404 CERTIFICATION CHECKLIST |
| PMBL01-00 | LIFT CYCLE COUNT _____ |

CABAR-PM-VAN-2500, LIFT-C

| PM Task | Description |
|--------------|--|
| PMBL4500-00P | ****PERFORM BRAUN WHEELCHAIR LIFT 4500 CYCLE INSPECTION**** |
| PMBL750-1100 | APPLY LIGHT OIL OUTER BARRIER PIVOT POINTS (2) |
| PMBL750-1101 | APPLY LIGHT OIL OUTER BARRIER LATCH PIVOT POINT |
| PMBL750-1102 | APPLY LIGHT GREASE TO BOTH SIDES OF OUTER BARRIER LATCH SLOT |
| PMBL750-1103 | APPLY LIGHT OIL OUTER BARRIER LEVER BEARINGS (2) |
| PMBL750-1104 | APPLY LIGHT OIL LIFT-TITE LATCHES (LOWER PIVOT POINTS-2) |
| PMBL750-1105 | APPLY LIGHT OIL LIFT-TITE LATCH GAS (DAMPENING) SPRING PIVOT |
| PMBL750-1106 | INSPECT LIFT-TITE LATCHES; GAS SPRINGS; WEAR; DAMAGE; SECURE |
| PMBL750-1107 | INSPECT OUTER BARRIER FOR PROPER OPERATION; CORRECT; REPLACE |
| PMBL750-1108 | INSPECT OUTER BARRIER LATCH; OPERATION; SECUREMENT |
| PMBL750-1109 | INSPECT LIFT FOR WEAR; DAMAGE; ABNORMAL CONDITION; CORRECT |

| | |
|--------------|--|
| PMBL1500-119 | INSPECT EXT SNAP RINGS; LATCH GAS (DAMPENING) SPRING (4) |
| PMBL1500-120 | INSPECT EXT SNAP RINGS; INNER FOLD ARM CAM FOLLOWERS (4) |
| PMBL1500-121 | INSPECT EXTERNAL SNAP RINGS; INNER FOLD ARM ROLLER PINS (4) |
| PMBL1500-122 | INSPECT EXT SNAP RINGS; OUTER BARRIER HYD CYLINDER PIN (2) |
| PMBL1500-123 | INSPECT EXT SNAP RINGS; INNER ROLL STOP LEVER BRACK PINS (2) |
| PMBL1500-124 | INSPECT INNER ROLL STOP LOCKS (2); TORSON SPRINGS (2); OPER |
| PMBL1500-125 | INSPECT OUTER FOLD ARM PINS (2); AXLES (2); BEARINGS (8); |
| PMBL1500-126 | REMOVE PUMP MODULE COVER; INSPECT; HYDRAULIC HOSES; FITTINGS |
| PMBL1500-127 | REMOVE PUMP MODULE COVER; CABLES; WIRES; TERMINALS; SECURE |
| PMBL1500-128 | REMOVE PUMP MODULE COVER; RELAYS; FUSES; POWER SWITCH;LIGHTS |
| PMBL4500-100 | INSPECT COTTER PINS ON PLATFORM PIVOT PIN (2) |
| PMBL4500-101 | CHECK HYDRAULIC FLUID PUMP |
| PMBL4500-102 | INSPECT CYLINDERS;FITTINGS;HYDRAULIC CONNECTIONS;WEAR;LEAKS |
| PMBL4500-103 | INSPECT OUTER BARRIER CYLINDER HOSE ASSEMBLY; WEAR; LEAKAGE |
| PMBL4500-104 | INSPECT PARALLEL ARMS; BEARINGS; PIVOT PINS; WEAR; DAMAGE |
| PMBL4500-105 | INSPECT PARALLEL ARM PIVOT PIN MOUNTING BOLTS (8) |
| PMBL4500-106 | INSPECT PLATFORM PIVOT PINS; BEARINGS; VERTICAL ARMS; SECURE |
| PMBL4500-107 | INSPECT INNER OUTER FOLD ARMS;SADDLE;SUPPORT;PIVOT PINS;BEA |
| PMBL4500-108 | INSPECT GAS SPRINGS (CYLINDERS); WEAR; DAMAGE; OPERATION |
| PMBL4500-109 | INSPECT SADDLE BEARING (UHMW-2) |
| PMBL4500-110 | INSPECT VERTICAL ARM PLASTIC COVERS |
| PMBL4500-111 | INSPECT POWER CABLE |

PM CHECKLIST

CLASS CLASS CODE =

CABAR-PM-VAN-3000

CABAR-PM-VAN-3000, A

| PM Task | Description |
|----------|---|
| PMMP-00 | ***** MULTIPPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |

| | |
|------------|--|
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |
| PMEXT-01 | TIRES; TREAD; WEAR; WHEEL LUGS; HUBCAPS; VALVE CORES CONDIT |
| PMDSV02 | TREAD DEPTH L/F _____/32 PRESSURE _____ |
| PMDSV04 | TREAD DEPTH L/R OUTSIDE _____/32 PRESSURE _____ |
| PMDSV05 | TREAD DEPTH L/R INSIDE _____/32 PRESSURE _____ |
| PMRSV02 | TREAD DEPTH R/F _____/32 PRESSURE _____ |
| PMRSV04 | TREAD DEPTH R/R OUTSIDE _____/32 PRESSURE _____ |
| PMRSV05 | TREAD DEPTH R/R INSIDE _____/32 PRESSURE _____ |
| PMDC01 | ***** OTHER ITEMS ***** |
| PMSAC28A | CHANGE OIL; REPLACE OIL FILTER; USE OEM RECOMMENDED OIL |
| PMSAC93 | INSPECT WHEELS FOR END PAY AND NOISE |
| PMUHI05 | BRAKE MASTER CYLINDER FULL / NO LEAKS |
| PMWDE81A | INSPECT CABIN AIR FILTER (IF EQUIPPED) |
| PM-QT12 | CHECK OPERATION OF ALL EMERGENCY EXITS; HATCH/WINDOWS/DOORS |
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U- JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |

| | |
|----------------------|--|
| PMUHI01 | TRANSMISSION FLUID FULL / NO LEAKS |
| PM255A | LUBRICATE FRONT AXLE & U-JOINTS |
| PMSAC97 | INSPECT HALF SHAFT DUST BOOTS; IF EQUIPPED |
| PMSAC91A | INSPECT STEERING LINKAGE;DRIVESHAFT;BALL/U-JOINTS;LUBRICATE |
| PMWDE81 | REPLACE CABIN AIR FILTER (IF EQUIPPED) |
| PMSAC52 | CHANGE FUEL FILTER |
| PMSAC51 | CHANGE TRANSMISSION FLUID AND REPLACE FILTER |
| PMSAC79 | REPLACE WHEEL BEARING GREASE; GREASE 4X2 WHEEL BEARING SEALS |
| PMSFW61 | REPLACE CLIMATE-CONTROLLED SEAT FILTER (IF EQUIPPED) |
| PM-CAM-00P | ***** PERFORM 6 MONTH CAMERA INSPECTION ***** |
| PMSEON-1 | CHECK OPERATION; ADJUSTMENT AND CONDITION OF ALL CAMERAS |
| PMSEON-2 | CHECK CAMERA SYSTEM DVR RECORDING PROPERLY; LIGHTS ON ETC |
| PMSEON-3 | CLEAN BACK OF CAMERA DVR WITH COMPRESSED AIR |
| CABAR-PM-VAN-3000, D | |

| PM Task | Description |
|----------|---|
| PMMP-00 | ***** MULTIPOINT INSPECTION ***** |
| PMDSC-07 | WARNING SYSTEM: HORN;SWITCHES GAUGES;TROUBLE LIGHT;BACKUP |
| PMDSC-08 | WINDSHIELD WIPERS; WIPER FLUID / SPEED; CONDITION/OPERATION |
| PMDSC-09 | ALL GLASS: WINDSHIELD; REAR; AND SIDE GLASS FOR CONDITION |
| PMDSC-10 | COMFORT SYSTEM: HEATER; DEFROSTER; AIR CONDITIONER- OPERATION |
| PMUHI20 | CHECK AIR FILTER CONDITION |
| PMSAC29 | CHECK FOR OIL LEAKS |
| PMSAC55 | INSPECT COMPLETE EXHAUST SYSTEM AND HEAT SHIELDS |
| PMSAC03 | STEERING TIGHT / NO SLACK |
| PMMP-01 | SHOCKS/STRUTS: OTHER SUSPENSION COMPONENTS; LEAKS/DAMAGE |
| PMMP-02 | BRAKE SYSTEM: LINES;HOSES;PARKING BRAKE;WHEEL END PLAY/NOISE |
| PMMP-02A | INSPECT BRAKE PADS & ROTORS; REPLACE IF NECESSARY |
| PMMP-03 | ENGINE COOLING SYSTEM: HOSES AND CLAMPS |
| PMSOI-01 | FLUIDS/LEVEL/LINES:TRANSMISSION; FILTER; POWER STEERING;AXLE |
| PMUHI07 | BATTERY: SECURE; TERMINALS CLEAN; PERFORMING PROPERLY |
| PMUHI98C | INSPECT ACCESSORY DRIVE BELT(S); REPLACE IF NECESSARY |
| PMHBI93 | ROTATE TIRES; INSPECT FOR WEAR AND TEAR |

| | |
|--------------|--|
| PMBL750-1104 | APPLY LIGHT OIL LIFT-TITE LATCHES (LOWER PIVOT POINTS-2) |
| PMBL750-1105 | APPLY LIGHT OIL LIFT-TITE LATCH GAS (DAMPENING) SPRING PIVOT |
| PMBL750-1106 | INSPECT LIFT-TITE LATCHES; GAS SPRINGS; WEAR; DAMAGE; SECURE |
| PMBL750-1107 | INSPECT OUTER BARRIER FOR PROPER OPERATION; CORRECT; REPLACE |
| PMBL750-1108 | INSPECT OUTER BARRIER LATCH; OPERATION; SECUREMENT |
| PMBL750-1109 | INSPECT LIFT FOR WEAR; DAMAGE; ABNORMAL CONDITION; CORRECT |
| PMBL750-1110 | INSPECT LIFT FOR RATTLES |
| PMBL750-1111 | ADJUST FOLD PRESSURE; OUTER BARRIER FOLD PRESSURE |
| PMBL750-1112 | VERIFY FMVSS 403 404 CERTIFICATION CHECKLIST |
| PMBL01-00 | LIFT CYCLE COUNT _____ |

CABAR-PM-VAN-3000, LIFT-C

| PM Task | Description |
|--------------|--|
| PMBL4500-00P | ****PERFORM BRAUN WHEELCHAIR LIFT 4500 CYCLE INSPECTION**** |
| PMBL750-1100 | APPLY LIGHT OIL OUTER BARRIER PIVOT POINTS (2) |
| PMBL750-1101 | APPLY LIGHT OIL OUTER BARRIER LATCH PIVOT POINT |
| PMBL750-1102 | APPLY LIGHT GREASE TO BOTH SIDES OF OUTER BARRIER LATCH SLOT |
| PMBL750-1103 | APPLY LIGHT OIL OUTER BARRIER LEVER BEARINGS (2) |
| PMBL750-1104 | APPLY LIGHT OIL LIFT-TITE LATCHES (LOWER PIVOT POINTS-2) |
| PMBL750-1105 | APPLY LIGHT OIL LIFT-TITE LATCH GAS (DAMPENING) SPRING PIVOT |
| PMBL750-1106 | INSPECT LIFT-TITE LATCHES; GAS SPRINGS; WEAR; DAMAGE; SECURE |
| PMBL750-1107 | INSPECT OUTER BARRIER FOR PROPER OPERATION; CORRECT; REPLACE |
| PMBL750-1108 | INSPECT OUTER BARRIER LATCH; OPERATION; SECUREMENT |
| PMBL750-1109 | INSPECT LIFT FOR WEAR; DAMAGE; ABNORMAL CONDITION; CORRECT |

| | |
|--------------|--|
| PMBL1500-119 | INSPECT EXT SNAP RINGS; LATCH GAS (DAMPENING) SPRING (4) |
| PMBL1500-120 | INSPECT EXT SNAP RINGS; INNER FOLD ARM CAM FOLLOWERS (4) |
| PMBL1500-121 | INSPECT EXTERNAL SNAP RINGS; INNER FOLD ARM ROLLER PINS (4) |
| PMBL1500-122 | INSPECT EXT SNAP RINGS; OUTER BARRIER HYD CYLINDER PIN (2) |
| PMBL1500-123 | INSPECT EXT SNAP RINGS; INNER ROLL STOP LEVER BRACK PINS (2) |
| PMBL1500-124 | INSPECT INNER ROLL STOP LOCKS (2); TORSON SPRINGS (2); OPER |
| PMBL1500-125 | INSPECT OUTER FOLD ARM PINS (2); AXLES (2); BEARINGS (8); |
| PMBL1500-126 | REMOVE PUMP MODULE COVER; INSPECT; HYDRAULIC HOSES; FITTINGS |
| PMBL1500-127 | REMOVE PUMP MODULE COVER; CABLES; WIRES; TERMINALS; SECURE |
| PMBL1500-128 | REMOVE PUMP MODULE COVER; RELAYS; FUSES; POWER SWITCH;LIGHTS |
| PMBL4500-100 | INSPECT COTTER PINS ON PLATFORM PIVOT PIN (2) |
| PMBL4500-101 | CHECK HYDRAULIC FLUID PUMP |
| PMBL4500-102 | INSPECT CYLINDERS;FITTINGS;HYDRAULIC CONNECTIONS;WEAR;LEAKS |
| PMBL4500-103 | INSPECT OUTER BARRIER CYLINDER HOSE ASSEMBLY; WEAR; LEAKAGE |
| PMBL4500-104 | INSPECT PARALLEL ARMS; BEARINGS; PIVOT PINS; WEAR; DAMAGE |
| PMBL4500-105 | INSPECT PARALLEL ARM PIVOT PIN MOUNTING BOLTS (8) |
| PMBL4500-106 | INSPECT PLATFORM PIVOT PINS; BEARINGS; VERTICAL ARMS; SECURE |
| PMBL4500-107 | INSPECT INNER OUTER FOLD ARMS;SADDLE;SUPPORT;PIVOT PINS;BEA |
| PMBL4500-108 | INSPECT GAS SPRINGS (CYLINDERS); WEAR; DAMAGE; OPERATION |
| PMBL4500-109 | INSPECT SADDLE BEARING (UHMW-2) |
| PMBL4500-110 | INSPECT VERTICAL ARM PLASTIC COVERS |
| PMBL4500-111 | INSPECT POWER CABLE |

DAILY INSPECTION

Pre/Post-trip inspections are crucial to the success of Cabarrus County Transportation Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking area by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to the Maintenance Supervisor at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. Drivers must sign each checklist for each vehicle used that day.

PRE-TRIP INSPECTION

Under the Hood

Check for problems under the hood at the beginning of your inspection before starting the engine. It is easier and safer when the engine is cool.

Check the oil, radiator and battery fluid levels. If low, make a note of it on your inspection checklist. If any fluids are below the safe level, see the coordinator for assistance.

Also, check hoses for cracks or possible leaks and belts for any visible damage. Report any wear on the checklist, as soon as it begins to show.

Vehicle Interior

Since you will need to leave the vehicle compartment while the vehicle is running, it is a good idea to put chocks behind the wheels before starting the motor.

Begin while seated behind the steering wheel.

First, put on the parking brake.

Then, turn on the ignition.

Check the oil pressure, fuel and alternator gauges.

If the oil pressure light stays on or the gauge shows the oil pressure to be dangerously low, turn the motor off until the problem can be corrected. Alert the coordinator and document on your pre-trip inspection form.

If the alternator or generator light stays on, the battery may not be charging. To guard against the possibility of becoming stranded along the route by a dead battery, have the problem located and corrected right away.

Check the windshield wipers to make sure they are working and not worn or stripped.

Vehicle Exterior

Turn on all exterior lights. With the vehicle in park and the emergency brake still on, begin the exterior check from the front of the vehicle.

During the exterior inspection, be sure to note and report any evidence of fresh damage to the vehicle. Reporting such damage now may save you a lengthy and difficult explanation or report later. Space is provided for you on the Daily Vehicle Inspection Checklist to note and describe any exterior damage.

Check the headlights, signal lights, emergency flashers and clearance lights to make sure they are working. (You may need a co-worker's assistance).

Check the left front tire for any signs of road damage or under-inflation.

- Check the air pressure with an air pressure gauge.

- Take care to maintain your tires at the recommended pressure.

- A soft tire is very susceptible to severe road damage.

- An over-inflated tire causes a bumpier and less comfortable ride, especially for elderly or disabled passengers.

- Check the condition of the side marker light.

Move to the back of the vehicle and inspect the rear left tire or duals for obvious damage.

- Check the air pressure with an air pressure gauge.

While at the back of the vehicle, check the tail lights, the brake lights, turn signal lights, emergency flashers and any other clearance lights, reflectors or signs. (This will require assistance).

- Make sure they are free of mud and dirt buildup.

- Carry a rag with you to clean any dirty lights, which may be hard to see even after dark.

Check the right rear tire. If there are any other lights or outside signs for your boarding doors or lifts, make sure they are in place and clean.

Next, look under the vehicle. Make sure there are no foreign or unfamiliar objects hanging down or wedged underneath.

Also, check to see if there are any puddles or vehicle fluids under the vehicle. If the vehicle is leaking fluid, report it to your supervisor.

Move to the front of the vehicle and examine the right front tire in the same manner as the left tire and check the condition of the side marker light.

Adjust each of your mirrors so that you can see what you need to see from your normal driving position. When you are adjusting your mirrors, keep in mind what you want to be able to see within your safety zone.

Test your horn to make sure it works.

Turn the steering wheel gently to make sure it is not loose.

Push on the brake pedal. If the tension feels spongy or soft, note this on your checklist. Your brakes may need to be adjusted.

Check the blower fan to see if it works so you'll be able to use the heater, defroster or air conditioner.

Check the interior lights. If any lights are not working, note this on your checklist.

Note on your checklist anything in the interior of the vehicle that needs attention.

Safety Equipment

Check your emergency equipment to make sure it is in the right location and in working order.

Emergency equipment should include:

- A properly charged fire extinguisher
- Warning devices such as cones, triangles, flares
- A first aid kit
- Extra fuses
- A flashlight with fresh batteries

- Blood Borne Pathogens Kits

Look around the inside of your vehicle to make sure it is clean. Clear out trash, debris or loose items. Trash or debris left in the vehicle can be tossed about by careless passengers and can cause slips, falls and fires. A clean vehicle presents a professional image.

Check any special accessibility equipment if your vehicle is so equipped.

Examine tie downs for signs of damage or excessive wear. Make sure they can be properly secured to the floor.

Check all lifts and ramps by operating them through one complete cycle. Make sure they are functioning properly. (You may have to move the vehicle to ensure proper clearance while performing this part of the inspection.)

Make sure all doors and emergency exits are functional and unobstructed.

PRE/POST-TRIP INSPECTION WORKSHEET



CCTS VEHICLE INSPECTION SHEET Daily Vehicle Report

Van/Vehicle # _____ Lunch (Start Time) _____ Date: _____
 Driver 1 _____ Driver 2 _____
 Miles (Start Yard) _____ Lunch (Start Mileage) _____ Miles (Start Yard) _____
 Miles (Start Route) _____ Lunch (Ending Time) _____ Miles (Start Route) _____
 Miles (End Route) _____ Lunch (Ending Mileage) _____ Miles (End Route) _____
 Miles (End Yard) _____ Clock in time _____ Clock out time _____

| Daily Check List | | Check (✓) | If Defective, Mark with a X | All defects must be described on bottom of sheet. | | |
|--------------------------|----------|-----------|-----------------------------|---|-----------|--|
| | | | | Turn in daily. | | |
| Items to Check | Pre-trip | Post-trip | Items to Check | Pre-trip | Post-trip | |
| Belts/Hoses | | | A/C Heater/Defroster | | | |
| Power Steering Fluid | | | Passenger Door | | | |
| Oil Level | | | Emergency Exits/Lights | | | |
| Water Coolant Level | | | Fire Extinguisher | | | |
| Water/Oil Leaks | | | Emergency Reflectors | | | |
| Tires/Lug Nuts | | | First Aid/Accident Kit | | | |
| Head Lamps | | | Wheel Chair Restraints | | | |
| Turn Signals | | | W/C Interlock System | | | |
| Hazard Lights | | | W/C Lift | | | |
| Clearance Lights | | | Hand Rails | | | |
| Brake Lights | | | Seatbelts | | | |
| Backup Lights | | | Green Light on the Dash | | | |
| Glass (All) & Mirror | | | Registration | | | |
| Clean Exterior | | | Insurance Information | | | |
| Proper Decals | | | Radio | | | |
| Brake Pedal | | | Horn | | | |
| Emergency Brake | | | Clean Interior | | | |
| Backup Beeper | | | Clean Camera Lens-wipe | | | |
| Gauge: Oil Pressure | | | Drivers Seat | | | |
| Gauges: Volt, Fuel, Temp | | | Passenger Seats | | | |
| Wipers/Washers | | | Log Off MDT | | | |

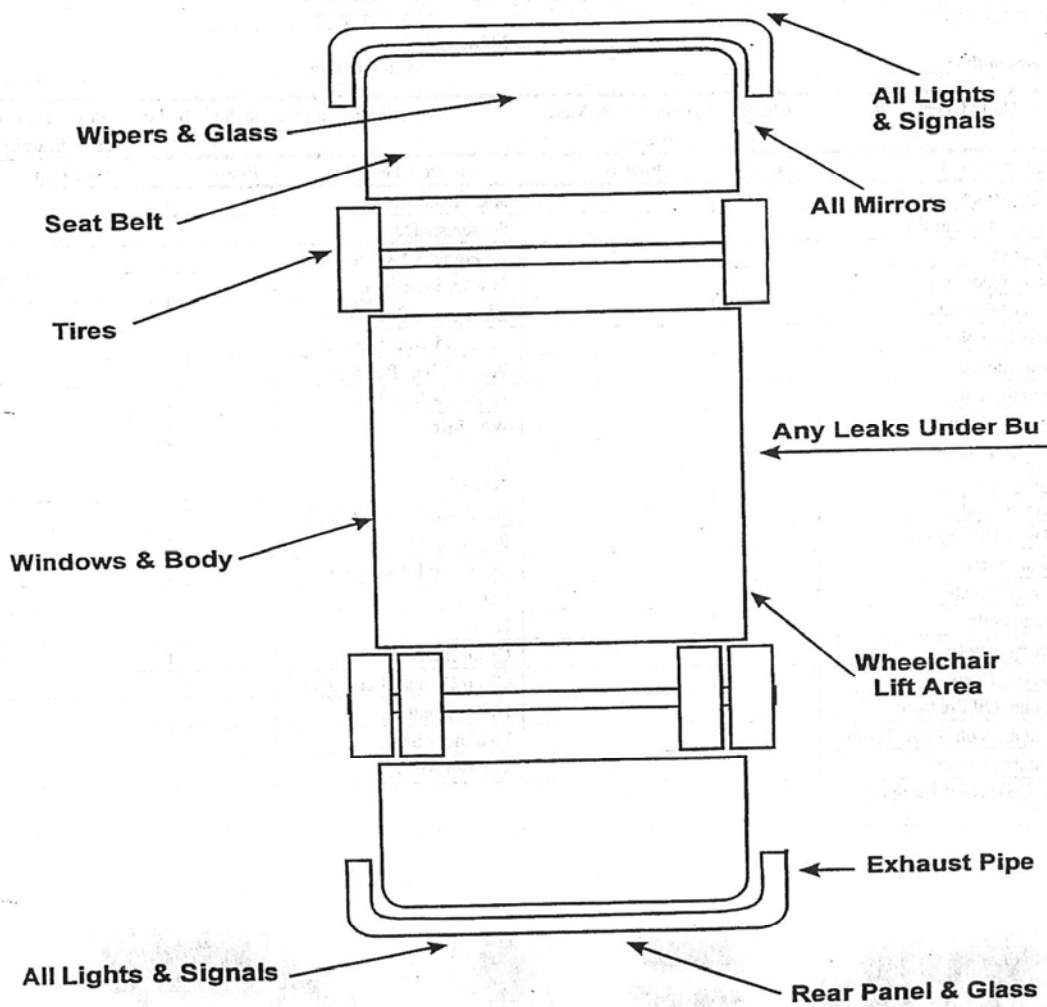
Body Damage Description:



Rev 11/2016



VISUAL BUS INSPECTION



Rev 11/2016

Date: _____

Vehicle: _____

Mileage: _____ Maintenance Due Date: _____ Wheelchair Lift Cycles: _____

UNDERHOOD

- ☐ Oil level
- ☐ Oil added _____ quarts
- ☐ Radiator level
- ☐ Battery level
- ☐ Windshield washer fluid level
- ☐ Engine/hoses/belts

EXTERIOR

- ☐ Tires
- ☐ Turn signals
- ☐ Headlights
- ☐ Tail/brakes lights
- ☐ Windshield wipers
- ☐ Fresh body damage
- ☐ Cleanliness
- ☐ Cycle lift (light oil every 2 wks)

ACCESSIBILITY EQUIPMENT

- ☐ Fully operable wheelchair lift
- ☐ Proper number of belts/securement devices

SAFETY EQUIPMENT

- ☐ Fire extinguisher
- ☐ Web cutter
- ☐ Triangles
- ☐ First Aid Kit
- ☐ Back-up alarm
- ☐ Rear door buzzer (LTV only)
- ☐ Bloodborne Pathogen Kit

INTERIOR

- ☐ Brakes
- ☐ Steering
- ☐ Transmission
- ☐ Mirrors
- ☐ Gauge/instruments
- ☐ Controls (equipment)
- ☐ Radio (two-way)
- ☐ Damage/cleanliness

- ☐ Wheelchair lift ramp
- ☐ Belts/securement devices in good condition

Notes: _____

Inspector Signature: _____

Management Comments: _____

Management Signature: _____

MAINTENANCE REPAIR REQUEST FORM

VAN # _____ MILEAGE _____

☐ Air Conditioner: _____

☐ Belts & Hoses: _____

☐ Brakes: _____

☐ Battery: _____

☐ Oil Change (Last Oil Change Mileage): _____

☐ Lights: _____

☐ Wheelchair Lift: _____

☐ Radiator: _____

☐ Transmission: _____

☐ Tires: _____

☐ Other: _____

Driver _____

Date in Garage _____

Date _____

Date out of Garage _____

Preventive Maintenance Plan

Vehicles Operated by Contractor or Services Outsourced

PREVENTATIVE MAINTENANCE POLICY

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of Cabarrus County Transportation Service vehicles to prevent the possibility of malfunctions.

GMAX will maintain all Cabarrus County Transportation Service vehicles and wheelchair lifts in the best possible operational condition. This will be accomplished by adhering to and/or exceeding the manufacturer's recommended minimum maintenance requirements.

MAINTENANCE SCHEDULE

Each Cabarrus County Transportation Service vehicle is assigned a number by the Transportation Manager, which is affixed to each vehicle in a visible location along with the phone number of the Cabarrus County Transportation Service office.

Preventative Vehicle Maintenance Schedule

All vehicles will have a preventative maintenance service and inspection at established intervals. (See attachment 1, Vehicle Preventative Maintenance Service Schedule)

Wheel Chairlift Preventative Maintenance Schedule

All wheelchair lifts will have a preventative maintenance service and inspection at established intervals. (See attachment 2, Wheelchair Lift Preventative Maintenance Service Schedule)

Unscheduled Vehicle Maintenance

GMAX will ensure all maintenance is performed to meet manufacturer's specification. (See attachment 3, Vehicle/Wheelchair Lift Maintenance Request)

DAILY INSPECTION

Pre/Post-Trip inspections are crucial to the success of the Cabarrus County Transportation Service Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the Cabarrus County Transportation van lot by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to the Maintenance Supervisor at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. At the end of each driver's assigned shift, the driver must also complete a Post-trip Inspection Sheet, found on the same form of the Pre-trip Inspection Sheet. Drivers must sign each Pre-trip and Post-trip checklist for each vehicle used that day. The Maintenance Supervisor will review each Pre-trip and Post-Trip inspection sheets daily, schedule any required or necessary maintenance, and sign off on each sheet. (See attachment 4, Pre/Post-Trip Checklist)

MANAGEMENT REVIEWS

There must be an effective mechanism to monitor and document the contractor's maintenance activities. An acceptable program would consist of periodic written reports on maintenance activities submitted by the contractor to the grantee, supplemented by periodic inspections by the grantee. The grantee must provide oversight in order to verify the contractor's compliance with FTA and NCDOT regulations and policies.



DRUG AND ALCOHOL ABUSE PROGRAMS

DRUG AND ALCOHOL PROGRAM OVERVIEW

Purpose

To provide an overview of establish guidelines that ensure a safe, healthy and productive drug-free work environment for the employees of the Agency.

Scope

The Drug and Alcohol Policy affects and applies to all Agency employees.

Overview

Being under the influence of a drug or alcohol while on the job poses serious safety and health risks to the user and to co-workers. Therefore, the Agency has established the following policy to ensure a drug-free work environment:

Cabarrus County has zero tolerance for the use of alcohol, illegal substances, or the misuse of prescription medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.

Drug and alcohol tests may be administered pre-employment, re-entry, post accident, for causes or random.

A positive test result is any amount of alcohol or illegal substance as revealed by the test. The medical Review Officer will make the final decision as to a positive or negative test result. A positive test result will result in immediate termination.

Alternate types of tests may be conducted when two or more tests within twelve months are found to be inclusive or a situation warrants such tests.

Failure to submit to a drug/alcohol test when requested or leaving the test site without completing the test is grounds for immediate termination. Other behaviors will be considered a refusal; tampering with the specimen or not reporting for a drug test without a valid reason immediately following an accident.

An ongoing drug free awareness program to inform employees has been established and begins with their initial agency orientation then continues on an annual basis.

All employees will receive 1 hour of substance abuse awareness education as presented by a Substance Abuse Professional. All supervisory personnel will receive 1 hour of substance abuse awareness education and 1 hour of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse as presented by a Substance Abuse Professional.

Each employee will sign a statement of understanding that, as a condition of employment under grants providing funding for his/her position, the employee will abide by the terms of the drug free workplace statement and notify *Cabarrus County* in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

An employee may voluntarily come forward and ask for rehabilitation counseling. He/she would be suspended without pay until a Substance Abuse Professional could certify that the employee is fit to return to duty. Any employee with a substance abuse problem is encouraged to seek help through the Agency Employee Assistance Program.

Whenever the Drug and Alcohol Policy is changed or revised all employees will be briefed on the policy. All training will be properly documented in the employee's training records.

Administration

The Executive Director will administer this policy.

Drug and Alcohol Program

"*Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*," as implemented by [49 CFR Part 655](#) (August 2001), as amended, and to be read in conjunction with [49 CFR Part 40](#), requires all subrecipients receiving Federal Transit Administration funds under Capital Grant, Urbanized Area Formula Grant, or Non-Urbanized Area Formula Grant Programs to have a drug and alcohol testing program in place for all safety sensitive employees.

In addition, the U.S. Department of Transportation has issued [49 CFR Part 40](#), "*Procedures for Transportation Workplace Drug and Alcohol Testing Programs*," which prescribes testing methods to be followed.

Certification must be signed by the subrecipient's governing board or other authorized individual or body in compliance with the above. Failure to certify compliance with the drug and alcohol rules will result in jeopardizing federal funding from FTA. In addition, an FTA grant recipient is subject to criminal sanctions and fines for false statements or misrepresentation under Section 1001 of Title 18 of the U.S. Code.

Drug and Alcohol Regulations

NCDOT subrecipients of specific Federal Transit Administration (FTA) funding must establish and maintain a Drug and Alcohol Testing Program in accordance with [49 CFR §655](#), and in consonance with [49 CFR Part 40](#).

To ensure compliance with FTA Drug and Alcohol Testing Program requirements public transportation providers must:

- Establish an anti-drug use and alcohol misuse program as outlined in [49 CFR § 655.11-12](#);
- Establish an education and training program for all covered employees as outlined in [49 CFR § 655.14](#);
- Establish and provide written notice to every covered employee, of the employer's anti-drug and alcohol misuse program policy, in accordance with [49 CFR § 655.15 -17](#);
- Establish a program that provides testing for prohibited drugs as outlined in [49 CFR § 655.21](#);
- Establish a program that provides testing for alcohol as outlined in [49 CFR § 655.31-35](#), and in conjunction with [49 CFR Part 40](#);
- Comply with the testing requirements as detailed in [49 CFR § 655.41-62](#);
- Maintain in a secure location, with controlled access, all records of its anti-drug and alcohol misuse program as detailed in [49 CFR § 655.71](#), and in accordance with records disclosure instructions provided in [49 CFR § 655.73](#); and
- Annually prepare, maintain, and electronically complete and submit a Drug and Alcohol Management Information System (DAMIS) Report reflecting the results of its anti-drug and alcohol misuse testing programs performed for the previous calendar year. Transit agencies complete this report electronically. The NCDOT/PTD will provide DAMIS Report preparation instructions, along

with a transit agency user ID# and Password to all FTA Section 5311 *subrecipients*, upon receipt from FTA.

To ensure NCDOT subrecipient compliance with FTA mandated Drug and Alcohol Testing Program and the Drug-Free Workplace requirements, the NCDOT:

- Periodically reviews each transit agency's Drug and Alcohol Program Policy for compliance;
- Conduct on-site visits to review all aspects of each transit agency's Drug and Alcohol Program that cannot be accomplished via desktop audit, such as compliance with program management requirements, records maintenance and storage review, ensuring that all applicable Drug and Alcohol Program regulations are readily available, reviewing documentation of employee training, collector compliance with regulations, and reviewing any other program compliance requirements;
- Provide technical assistance in all matters pertaining to transit agency Drug and Alcohol Program management as requested, or deemed to be appropriate;
- Provide employee/supervisor training, such as "Reasonable Suspicion Referral for Supervisors" and other program related training as available/required;
- Monitor transit agency Drug and Alcohol program management activities via accessing and reviewing the 3rd Party Administrator (TPA) Website;
- Monitor collection sites for compliance with FTA Drug and Alcohol Testing Program requirements;
- Coordinate efforts that would eventually allow individual transit agencies to review their Drug and Alcohol Testing Program activities via accessing the current TPA website;
- Collect, compile, and review all data necessary to validate each transit agency's Drug and Alcohol Management Information System (DAMIS) Report. Each transit agency prepares this report electronically. The NCDOT reviews each report and then electronically forwards the data to FTA prior to March 15 of each year.

Drug-Free Workplace Act

The Drug-Free Workplace Act of 1988, as well as Section 44-107-30, S.C. Code of Laws (1976), as amended, requires all grantees receiving grants from any state agency to certify they will maintain a drug-free workplace.

**** Operated by Contractor or Services Outsourced****

MANAGEMENT REVIEWS

There must be an effective mechanism to monitor and document the contractor's activities. An acceptable program would consist of periodic written reports of activities submitted by the contractor to the grantee, supplemented by periodic oversight inspections by the grantee. The grantee must provide oversight in order to verify the contractor's compliance with FTA and NCDOT regulations and policies.

CABARRUS COUNTY DRUG FREE WORKPLACE POLICY

April 20, 2009

Revisions September 21, 2009; April 18, 2011; August 15, 2011; October 17, 2011; July 16 2012,
October 17, 2016

- I. General Statement of Policy
- II. Definitions
- III. Prohibited Acts
- IV. Duties of Employees
- V. Authority To Test Employees
- VI. When to Test
- VII. Testing Procedures for Applicants and County Employees
- VIII. Test Results
- IX. Penalties for Non-Compliance
- X. Confidentiality
- XI. Drug Free Awareness Program

Appendix. Employees Covered by DOT Regulations

FORMS

REFERENCES

I. General Statement of Policy

- A. It is the policy of Cabarrus County that the workplace shall be free of the presence of alcoholic beverages or unlawful controlled substances and that employees shall perform their job assignments safely, efficiently, and without the adverse influence of alcohol or controlled substances. This policy shall govern all County employees. Specific requirements for DOT covered employees are set out in the Appendix.
- B. Employees should be aware of the harmful effects, dangers, and impacts of the use and abuse of alcohol and controlled substances in the workplace. Employees working under the influence of alcohol or controlled substances:
 - 1. May create unsafe conditions for themselves and others;
 - 2. May perform unsatisfactorily and adversely affect the performance of others;
 - 3. May discredit Cabarrus County and cause disrespect for the employee, the County, and the citizens we serve.

II. Definitions

- A. Alcohol Test – Any accepted scientific means to determine the presence of alcohol, including but not limited to laboratory analysis of urine, blood, or hair. A DOT regulated alcohol test may only use saliva and breath.
- B. Authorized Provider – A company or organization that has been authorized to conduct alcohol and controlled substance testing of County employees in compliance with this policy.
- C. Auxiliary Employee (Common Law Employee): Person who performs services for Cabarrus County on a temporary basis and is paid for these services through County employee payroll in accordance with IRS regulations.
- D. BAT (Breath Alcohol Technician) – A trained and certified individual who determines a breath alcohol test result.
- E. County Authorized Driver– Authorized persons who drive a County vehicle for any purpose and/or whose job responsibilities require driving a privately owned vehicle on County business; required to qualify as an Authorized Driver to comply with Fleet Policy.
- F. CFR - Code of Federal Regulations.
- G. Commercial Motor Vehicle (CMV) –A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1. Has a gross combination weight rating of 26,001 pounds or more, inclusive of a towed unit(s) with a gross vehicle weight rating of more than 10,000 pounds;
 - 2. Has a gross vehicle weight rating of 26,001 pounds or more;
 - 3. Is designed to transport 16 or more passengers, including the driver;
 - 4. Is of any size and is used in the transportation of hazardous materials as defined in the Hazardous Transportation Material Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.
- H. Controlled Substance – A drug, substance, immediate precursor, or metabolite of a drug or substance included in Schedule I through V of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 801 *et seq.*) and its amendments.
- I. DOT Regulated Employee (DOT Employee) – Employees with duties regulated by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), and Federal Transit Administration (FTA).
- J. Drug Test or Screening – Any accepted scientific means to determine the presence of controlled substances, including but not limited to laboratory analysis of urine, blood, or hair. A DOT regulated drug test may only use urine.
- K. Employee - Any person employed (whether full time, part time, or on a temporary basis) by Cabarrus County or considered an employee in accordance with IRS regulations.

- L. Illegal Drugs – Substances that are (1) not legally obtainable; (2) legally obtainable but have been obtained or used in an unlawful manner or in a manner other than as prescribed and directed by an employee’s treating physician or the manufacturer; (3) so called “designer drugs,” “look-a-likes,” “synthetic drugs,” and similar substances, even if not specifically prohibited by state or federal law; (4) substances which are inhaled, injected, ingested or absorbed, but which are not intended for human consumption (such as glue, solvents, or patches), even if not specifically prohibited by state or federal law. Examples of illegal drugs include (but are not limited to) amphetamines, barbiturates, cocaine, marijuana, methaqualone, opiates and phencyclidine (PCP).
- M. Lawful Drugs – Those prescribed or over the counter medications that are lawfully obtained and used as prescribed and directed by an employee’s treating physician or the manufacturer’s recommendations or for the purpose and in the manner for which prescribed or manufactured.
- N. MRO (Medical Review Officer) – A licensed physician trained to make the final determination of whether a test for the presence of a controlled substance is positive or negative.
- O. Metabolite – The chemical or compound produced when a particular substance is passed through the human body and excreted in the urine.
- P. NCGS – North Carolina General Statutes.
- Q. Non-DOT Safety Sensitive Position – Position with duties that involve such a significant risk of injury to others that even a momentary lapse of attention can have disastrous consequences. These positions are identified by human resources, safety and risk management based on duties and responsibilities of the employee. Included are law enforcement officers, emergency medical technicians, employees operating a vehicle owned by the County or a personal vehicle which is used as a major part of their work, employees working with hazardous chemicals. Employees are advised if they occupy a safety-sensitive position.
- R. Policy Administrator – The human resources director or designee responsible for the administration of the Cabarrus County Drug Free Workplace Policy.
- S. Positive Alcohol Test – Identification of an alcohol content level at or above 0.04% by use of an alcohol test. (See Section III, B, 3 and 4 for a possible exception.)
- T. Positive Drug Test - Identification of a controlled substance at or above the threshold values designated by SAMHSA (or 49CFR Part 40, as amended, for a DOT test) in a drug test and confirmed by gas chromatography with mass spectrometry (GCMS).
- U. Reasonable Suspicion - A decision for alcohol or drug testing based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, body odors, or performance of the employee.
- V. Retaliatory Actions - The discharge, suspension, demotion, relocation, or other adverse employment action taken against an employee in the terms, conditions, privileges, and benefits of employment.
- W. Safety-Sensitive Position – Defined by Federal Transit Administration or FTA, DOT regulated employees. Cabarrus County also defines safety-sensitive as a position with duties that involve such a significant risk of injury to others that even a momentary lapse of attention can have disastrous

consequences. These positions are identified by the human resources director based on duties and responsibilities of the employee. Included are law enforcement officers, emergency medical technicians, employees operating a vehicle owned by the County or a personal vehicle which is used as a major part of their work, and DOT regulated employees. Employees are advised if they occupy a safety-sensitive position.

- X. SAMHSA - Substances Abuse and Mental Health Services Administration.
 - Y. Substance Abuse – For the purpose of this policy any use of alcohol, an illegal drug, or a lawful drug which directly and adversely affects job performance or safety.
 - Z. Supervisor/Department Head – A County employee to whom another employee or group of employees report.
- AA. USC – United States Code.

III. Prohibited Acts

- A. The County prohibits the unlawful manufacture, distribution, dispensation, possession, or use of any alcoholic beverage or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in 21 USC § 812, and as further defined in federal regulations at 21 CFR §1308.11 through 1308.15, and in NCGS 90-86 et seq.
- B. The County prohibits the use of alcoholic beverages by any employee:
 - 1. During work hours including lunch time and breaks;
 - 2. While operating County equipment (including vehicles);
 - 3. While on any property owned, leased, or rented by Cabarrus County except the Historic Cabarrus Courthouse or the Cabarrus County Arena and Events Center during an event or function in which alcohol use is allowed as provided in B.4. below;
 - 4. At any time the employee is acting in the course and scope of his or her employment with the County, except while attending business, social and other functions. The business or social situations would normally occur after work hours and the employee would not be returning to his or her normal work site. This would not preclude an employee's return to work on an emergency need basis as long as current state driving standards are met;
 - 5. When on-call as defined by the On-Call Policy;
 - 6. At any other time that the employee's use of alcoholic beverages has or may have a direct and adverse effect upon the performance of his or her job.
- C. The County prohibits the use of prescription or lawful non-prescription medications by an employee while operating County equipment (including vehicles) or when acting in the course and scope of his or her employment with the County when the use has a direct and adverse effect upon the safe operation of equipment or a vehicle or on the performance of his or her duties. Employees are required to report use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected to a supervisor prior to work.
- D. Employees in safety-sensitive positions may not take prescription medications while at work or expected to be available to work, unless the prescription medications are prescribed by a physician who considered the safety sensitive nature of the employee's job when prescribing the medication. The

employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety- sensitive functions.

IV. Duties of Employees

- A. As a condition of initial and continuing employment, each employee shall:
 - 1. Comply with the terms of this policy and any rules or procedures promulgated thereunder;
 - 2. Notify his or her supervisor in writing of any conviction pursuant to any criminal drug or alcohol statute no later than five days after such conviction. For purposes of this policy a plea of guilty, no contest, or nolo contendere is a conviction;
 - 3. Notify his or her supervisor immediately of an arrest or other action relating to criminal drug or alcohol statutes when at work or when his or her work or ability to work may be impacted.
 - 4. A violation that occurs in the workplace may result in termination of employment.
- B. Within ten days of receiving actual notice of an employee's conviction of any criminal drug statute for a violation occurring in the workplace or within the course and scope of employment, the County shall notify any federal granting agency from which the County receives a grant regarding such conviction in accordance with the Drug Free Workplace Act of 1988.
- C. Any employee who has cause to suspect that the policy has been or is being violated by another employee shall report such information to his or her supervisor, department head, or the policy administrator. In the event the person suspected of violating the policy is the county manager, the employee shall report such information to the Chair of the Board of County Commissioners.
- D. Any employee who voluntarily seeks assistance for a problem regarding alcohol or drug abuse shall be encouraged to participate in an alcohol or drug abuse assistance or rehabilitation program. Voluntary admission is not considered a positive test result. Once a person has been selected for testing, it is too late to step forward and seek assistance. County Authorized Drivers will not be allowed to drive until cleared to do so. DOT drivers and others with primarily driving responsibilities will be placed on administrative leave until cleared to return. This will include follow up testing as specified under 49 CFR Part 40.
- E. A supervisor or department head who has reason to believe that an employee has violated a criminal drug or alcohol law shall contact the human resources director to determine possible appropriate actions. Any County reports made to law enforcement officials or County cooperation in investigations or prosecutions of County employees conducted by state, federal, or local law enforcement officials pursuant to criminal drug or alcohol laws must be in accordance with NCGS 153A-98, Privacy of Employee Records.
- F. No person shall discriminate or take any retaliatory action against an employee because the employee, in good faith: makes a report pursuant to this policy, cooperates in an ensuing inquiry or investigation, testifies in a proceeding resulting from a report, or otherwise participates in the enforcement of this policy.
- G. Cabarrus County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this

policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination of employment.

V. Authority to Test Employees

Pursuant to this policy the following persons are required to submit to testing for the presence of alcohol and controlled substances.

1. The final applicant selected for a County position as a pre-employment condition. Testing is for controlled substances only.
2. Employees holding safety-sensitive positions are subject to random testing.
3. All current employees who apply for or are given an assignment, promotion, or transfer to a safety-sensitive position.
4. An employee in a safety-sensitive position who is involved in a traffic accident or violation while operating a County owned vehicle or a personal vehicle while performing his or her duties as a County employee.
5. Any employee involved in an on-the-job accident where the employee is potentially at fault and:
 - a. Death results;
 - b. Any person is injured and is transported from the accident scene for medical attention;
 - c. A vehicle must be towed from the scene; or
 - d. The employee is cited for a moving violation.
6. Any employee when there is reasonable suspicion to believe that he or she is in violation of this policy by observed actions or physical evidence while performing his or her duties as a County employee.

VI. When to Test

A. Pre-employment.

1. The County, as a public employer, is entrusted with the health and safety of its citizens. In keeping with this obligation, all final applicants selected for employment with Cabarrus County are required to undergo a pre-employment drug screening.
2. The County includes notice of pre-employment drug screening in job announcements.
3. The applicant shall report to the designated test site as directed.
4. Applicants to be tested are required to sign the drug screening consent form.
5. Failure of a pre-employment screen will disqualify the application for a period of one year from the date of testing.

B. Random Testing.

1. Employees occupying safety-sensitive positions or DOT regulated employees are subject to random drug testing. Such testing is unannounced and coordinated by the policy administrator. The policy administrator or designee shall notify the affected employee's supervisor of the time and place the employee should report for testing. Separate pools are maintained for DOT and non-DOT county drivers.
2. A supervisor should NOT give an employee advance notice of unannounced testing, but shall notify the affected employee on the day of the testing and just prior to the employee being tested. The employee should proceed immediately to the collection site.

C. Promotion or Assignment to a Safety-Sensitive Position.

1. The department head or designee shall explain the drug testing requirements to all current employees who apply for assignment, transfer, or promotion to a safety-sensitive position.
2. Promotion to a position shall be denied to any applicant who refuses to submit to the test, receives a positive test result, or otherwise violates this policy.
3. A negative test result does not guarantee that a current employee will be promoted to the position for which he or she applied.
4. Supervisors for employees being promoted are responsible for ensuring that such employees have completed the required drug testing prior to promotion or assignment.

D. Post-Accident as defined in VI, 4 and 5.

1. Employees involved in on-the-job accidents may be required to submit to drug and alcohol testing based on the potential cause of the accident. This decision will be made at the discretion of the supervisor **and** Safety Officer/Risk Management. The supervisor shall provide or arrange appropriate transportation for testing.
2. An employee required to submit to drug and alcohol testing following an accident or moving traffic violation must make himself or herself available for testing immediately following an accident or violation. Failure to be available within such time will be considered a refusal to submit to testing, unless there is a clear hindrance. For example, an employee with life-threatening injuries or injuries that result in death. It is important to emphasize that **nothing** is to prevent the individual from receiving required medical attention.
3. If a vehicle operator who is required to submit to drug and alcohol testing following a vehicle accident is unable to report to the regular testing site due to injuries, and drug and/or alcohol testing is conducted pursuant to NCGS 20-16.2 or pursuant to medical treatment, the vehicle operator shall provide the policy administrator with an authenticated record of the results of that testing.
4. Any mechanic for a County vehicle involved in an accident may be required to submit to drug and alcohol testing if the reason for the accident was a result or suspected result of mechanical or materials failure.
5. The supervisor of a mechanic shall within twenty-four hours of an accident, review the maintenance records for the affected vehicle(s) within one year of the accident and the nature of the work done. As soon as practicable, the supervisor shall obtain the Traffic Accident Report and determine the likelihood that a mechanical or materials failure contributed to the accident. If the supervisor has cause to suspect that a mechanical or materials failure contributed to the accident, he or she shall report the reasons for such suspicion and provide the affected vehicle's maintenance records to the policy administrator. The policy administrator shall determine whether to require the affected mechanic to undergo drug and/or alcohol testing. The mechanic must make himself or herself available immediately when he or she receives notice from the policy administrator or designee that drug and/or alcohol testing is required. Failure to make himself or herself available will be considered a refusal to submit to testing.

E. Reasonable Suspicion.

1. Any employee is subject to drug or alcohol testing when there is reason to believe that the employee has violated this policy. In making such a determination, the County may consider, but is not limited to considering, any of the following factors:
 - a. Excessive absenteeism or tardiness, frequent or increased illness, frequent absences from workstation or lapses in responsibility;
 - b. A pattern of abnormal conduct or unusual, irrational, or erratic behavior;
 - c. Repeated failure to follow instructions or procedures;
 - d. Violation of safety policies or failure to follow safe work practices;

- e. Deterioration of job performance;
 - f. Abusive behavior, insolence, insubordination, or other significant change in behavior;
 - g. Mood swings, depression, unusual detachment, euphoria, significantly increased energy, unusual talkativeness or sleepiness;
 - h. Changes in appearance, grooming, demeanor, work habits, or interaction with others;
 - i. Reports of substance abuse from other employees;
 - j. Poor motor coordination or muscle controls, unsteady walking, tremors, nervousness, trouble sitting still, slurred speech;
 - k. Evidence of substance abuse (drug paraphernalia, odor) in the employee's vicinity;
 - l. Bloodshot or dull eyes dilated or constricted pupils, runny nose, bruises;
 - m. Impaired short-term memory or illogical thinking;
 - n. Involvement as an operator or mechanic of a County owned vehicle that is involved in an accident;
 - o. Arrest for violation of any criminal drug or alcohol statute.
2. The department head or supervisor will complete the Observation of Suspect Behavior Form, with detailed information on facts, symptoms, and observations of reasonable suspicion and contact the human resources director. The human resources director will determine whether to order testing and notify the employee's supervisor. The supervisor shall arrange transportation of the employee to and from the testing site. The documentation supporting reasonable suspicion will be retained confidentially by the Human Resources Department.
 3. Non-law enforcement personnel shall not use physical force to detain an employee. At any time a supervisor has cause to suspect that an employee is using or is under the influence of alcohol or a controlled substance in the course and scope of his or her duties for the County and the affected employee indicates an intention to leave the premises by his or her own means, the supervisor must notify law enforcement officials regarding the employee's identity, the employee's possible impairment, and the employee's anticipated route and means of travel.

F. Other Circumstances Requiring Immediate Testing.

A supervisor or department head may observe an employee's behavior that is of such extreme, erratic, or unsafe nature that it gives reason to believe that immediate alcohol or drug testing is advisable. In the event that such a situation arises and the supervisor or department head is unable to obtain the authorization of the policy administrator or safety & risk manager, the supervisor shall:

1. Ensure that any injuries or other unsafe condition are attended by competent medical or other personnel;
2. Advise the employee of the testing requirement;
3. Direct the employee to report to the designated testing site and arrange transportation of the employee; and
4. Notify the policy administrator or safety & risk manager as soon as practicable.

G. Follow-up Testing

As Cabarrus County has established a zero tolerance policy, follow-up testing is not generally relevant. In the instance of a self-referral the employee will be subject to non-USDOT follow-up tests as specified in 49 CFR Part 40.

H. Testing Pursuant to State or Federal Laws, Rules, or Regulations.

Some employees may be required to submit to alcohol and drug testing as required by state or federal laws, rules, or regulations. The procedures for such testing will be in accordance with the particular law, rule, or regulation being followed.

VII. Testing Procedures for Applicants and County Employees

- A. The authorized provider shall determine the procedures for the collection of blood, split sample of urine, saliva, breath, or other scientific samples in accordance with applicable County policies and state and federal laws, rules, and regulations. All blood or urine samples shall be submitted to an SAMHSA approved laboratory for analysis, and the authorized provider shall communicate final test results to the policy administrator.
- B. Any of the following is considered a refusal to test:
 - 1. Refusing to sign the consent form, complete the medication form, or submit to a drug test;
 - 2. Engaging in conduct that clearly obstructs the testing process;
 - 3. Adulterating, contaminating, or tampering with a blood, urine, saliva, breath, or other sample;
 - 4. Failing to report to the designated test site as directed; or
 - 5. Failing to remain available for required testing.
- C. An applicant who refuses to submit to a drug test pursuant to this policy will not be considered for employment with the County.
- D. An employee who refuses to submit an alcohol or drug test required pursuant to this policy shall be subject to disciplinary action up to and including dismissal.
- E. A blood, urine, saliva, breath, or other sample that, after initial testing, does not reveal the presence of a controlled substance at or above the threshold values designated by SAMHSA or an alcohol content level below 0.04% shall be considered to have tested negative, and no further testing may be done on that sample. For a DOT drug test the verified presence of the identified drug or its metabolite below the minimum levels specified in 49CFR Part 40, as amended, and the specimen is a valid specimen shall be considered to have tested negative. A DOT regulated alcohol or drug test may only use urine, saliva, and breath sample.
- F. A blood, urine, saliva, breath, or other sample that, after confirmatory testing, does reveal the presence of a controlled substance at or above the threshold values designated by SAMHSA or an alcohol level at or above 0.04% shall be considered to have tested positive. An employee with a confirmed alcohol test result of between 0.02% and 0.039% will be deemed unfit to perform his or her duties and sent home. For a DOT drug test the verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49CFR Part 40, as amended, shall be considered to have tested positive. A DOT regulated alcohol or drug test may only use urine, saliva, and breath sample.

VIII. Test Results:

- A. Employees.
 - 1. If the test is negative, the policy administrator or designee informs the department head or supervisor.
 - 2. If the drug test is confirmed as positive, the department head or supervisor schedules a private meeting with the employee to inform the employee in writing of the test results and the employee's

rights and responsibilities regarding retesting under NCGS 95-232(f). Split sample testing is at the employee's expense.

3. If the alcohol test is confirmed as positive, the department head or supervisor schedules a private meeting with the employee to inform the employee of the test results.

B. Applicants.

1. If the test is negative, the department head or supervisor is notified and the selection process continues.
2. If the test is confirmed as positive, the applicant must be notified in writing of the test results and the applicant's rights regarding retesting under NCGS 95-232(f).
3. An applicant who receives a confirmed positive test shall not be considered for employment for any position he or she is currently seeking and is ineligible for County employment for a period of one year from the testing date.
4. Employment decisions based on drug screening test results are irrevocable and appeals will not be considered.

IX. Penalties for Non-Compliance

- A. Any employee who violates this policy shall be subject to disciplinary action up to and including dismissal as described in the Cabarrus County Personnel Ordinance Article VII, Separation, Disciplinary Actions, Suspensions and Reinstatement. Employees awaiting disciplinary process will be placed on non-disciplinary administrative leave and relieved of all duties.
- B. Employees who receive a positive drug or alcohol test result will be dismissed.
- C. For DOT regulated employees, the County shall not take an action based solely on test results showing an alcohol concentration of less than 0.02%.
- D. Auxiliary employees who are suspected of violating this policy will be released from employment.

X. Confidentiality

- A. Any tests for the presence of alcohol or controlled substances authorized by this policy shall be designed to protect the privacy of the applicant or employee being required to undergo testing. All tests for the presence of alcohol or controlled substances shall be conducted pursuant to and in compliance with the Controlled Substance Examination Regulations found in NCGS Chapter 95, Article 20.
- B. No sample obtained for the purpose of conducting tests for the presence of alcohol or controlled substances pursuant to this policy shall be used to perform any diagnostic examination that would detect any hidden or latent physical or mental infirmity, disease, or condition. Rather, the analysis of such sample shall be confined to such procedures as are devised to detect the presence of alcohol or controlled substances.
- C. All information obtained in the course of testing, examining, counseling, rehabilitating, and treating applicants or employees pursuant to this policy shall be protected as confidential medical information. Documents or data concerning this information shall not be open to inspection pursuant to NCGS 153A-98 by persons other than the affected applicant or employee and shall be disseminated only on a need-to-

know basis and at the express direction of the human resources director or to comply with applicable laws.

- D. Drug test results from the County's drug testing program may not be used as evidence in a criminal action against an applicant tested except by order of a court of competent jurisdiction.

XI. Drug Free Awareness Program

- A. The human resources director shall provide information regarding this policy and a drug free workplace to employees, to include the following:

1. The dangers of drug abuse in the workplace;
2. The County's policy of maintaining a drug free workplace;
3. Available alcohol or drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may result for violations of this policy.

5. Employee Assistance Program:

McLaughlin Young Group
5925 Carnegie Blvd., Suite 350
Charlotte NC 28209
(800) 633-3353 or
(704) 529-1428
(704) 529-5917 Fax

Cabarrus County Human Resources Department: 704-920-2200

- B. Supervisors shall receive information on this policy and how to detect the use or abuse of alcohol and controlled substances.
- C. The human resources director will make this policy available to each employee.

Appendix

Employees Covered by Department of Transportation (DOT) Regulations

Together with the other Drug Free Workplace Policy requirements, employees covered by DOT Regulations must comply with this appendix.

- A. DOT Federal Transit Administration covered employees and functions. Employees who perform safety-sensitive function(s) as defined by the Federal Transit Administration (FTA) are subject to regulation by the United States Government (DOT regulated employees). A FTA safety-sensitive function is any of the following duties when performed by employees for departments that receive federal funding under 49 USC 5307, 5309, 5311, or 23 USC 103(e)(4):
1. Operating a revenue service vehicle, including when not in revenue service;
 2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
 3. Controlling dispatch or movement of a revenue service vehicle;
 4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
 5. Carrying a firearm for security purposes.
- B. DOT Federal Motor Carrier Safety Administration covered employees and functions. Employees who drive or operate a commercial motor vehicle (CMV). The Federal Motor Carrier Safety Administration (FMCSA) has interpreted driving a CMV on a road, street or way which is open to public travel, even though privately-owned or subject to military control, as prima facie evidence of operation in commerce. Employees who drive or operate a CMV must hold a valid appropriate commercial driver's license. FMCSA safety-sensitive function(s) are defined as and include all time from the time an employee begins to work, or is required to be in readiness to work, until the time the employee is relieved from work and all responsibility performing work. Safety-sensitive functions shall include:
1. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer. This includes employees who are "eligible" at work to drive a CMV at anytime, e.g., salespersons, clerks, secretaries, supervisors;
 2. All time inspecting equipment as required by 49 C.F.R 392.7, "Equipment, Inspection, and Use," and 49 C.F.R 392.8, "Emergency Equipment and Use," or otherwise inspecting, servicing, or conditioning any CMV at any time;
 3. All driving time, which is any time spent at the driving controls of a CMV in operation;
 4. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;
 5. All time loading or unloading a vehicle, supervising or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining ready to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
 6. All time repairing, obtaining assistance for, or remaining with a disabled vehicle.
- C. Applicants and all current employees who apply for assignment, transfer, or promotion to a DOT regulated position must sign an Authorization for Release of Personal Information Form for the release of alcohol and drug testing data compiled by previous employers covered by 49 CFR Part 40 and

provide the County information about drug and alcohol violations. Departments that have DOT regulated positions will contact Human Resources for guidance in obtaining this information.

- D. All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended. Additionally all FTA employees will be drug and alcohol tested in accordance with Part 655 and FMCSA employees will be tested in accordance with Part 382. A drug test can be performed any time a DOT regulated employee is on duty. A DOT alcohol test can be performed just before, during, or after the performance of a DOT safety-sensitive function. Amphetamines (ecstasy, methamphetamine), marijuana (hemp), cocaine (crack), opiates (heroin), phencyclidine (PCP) can be tested for at any time while on duty.
- E. DOT regulated employees are prohibited from the use or possession of alcohol while on duty or in uniform, while on-call to perform safety sensitive duties, and four hours prior to duty. Alcohol use is also prohibited by any covered employee required to submit to post-accident alcohol testing for four hours following the accident or until the alcohol test is performed.
- F. DOT regulated employees must complete a DOT pre-employment drug test when hired for, or transferred to, a DOT covered position. The candidate must produce a negative drug test result prior to first performing a safety-sensitive duty. If the test is canceled, the employee must retake and pass the test before being hired. Failure of a County pre-employment screen will disqualify the application from employment for one year. Any covered employee or applicant who has previously failed or refused a pre-employment drug test administered under this part, must provide proof of having successfully completing a referral, evaluation, and treatment plan by a substance abuse professional as described in 49 CFR Part 655.62. A covered employee who has not performed a safety sensitive duty for 90 consecutive days or more and has not been in the employer's random selection pool shall take a pre-employment drug test with a verified negative result before returning to safety-sensitive duties.
- G. Together with other accident testing which may be required by the County, DOT regulated employees must complete DOT drug and alcohol tests as soon as possible after they are involved in an accident while operating a County owned or leased vehicle, if the accident involves:
 - 1. FMCSA accident requiring testing: An accident in which a fatality is involved; one or more motor vehicles are towed from the scene or someone is treated medically away from the scene, *and* a citation is issued to the CMV driver within 8 hours of the occurrence under state or local law for a moving violation arising from the accident and either of the aforementioned situations occur.
 - 2. FTA accident requiring testing: An accident in which a fatality is involved, one or more motor vehicle receives disabling damage or someone requires immediate medical attention away from the scene, unless the driver can be completely discounted as a contributing factor. All surviving employees operating the mass transit vehicle at the time of the accident and all other covered employees whose performance could have contributed to the accident must also be tested after an accident involving a fatality.

Alcohol testing must be done as soon as possible following an accident, but not more than eight hours after the accident. Drug testing must be done as soon as possible after the accident, but not more than 32 hours after the accident. If a post-accident alcohol test is not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons for the delay. All DOT covered employees must remain readily available for testing after an accident including notifying the employer representative of the employee's whereabouts. Failure to do so will be considered a test refusal. Testing is stayed while the employee assists in the resolution of the accident or receives medical attention.

- H. DOT regulated employees must complete random DOT drug and alcohol tests from a selection pool that includes only DOT regulated employees. Alcohol testing must occur just before, during, or just after the performance of their covered duties. Random selections will be made at a minimum of a quarterly basis by a scientifically valid computer program. The random tests will be spread reasonably throughout the year during all hours and days in which safety-sensitive functions are performed. All covered employees will have an equal chance of being selected each time selections are made. Testing will be unannounced and the employee must proceed immediately after being notified of the testing requirement.
- I. DOT regulated employees may also be subject to drug and alcohol testing upon reasonable suspicion of probable drug or alcohol use using non-DOT testing forms. Reasonable suspicion determinations will be made by one or more trained supervisors that can articulate and substantiate physical, behavioral, and performance indicators of probably drug use or alcohol misuse by observing the appearance, behavior, speech, and/or body odors of the covered employee. Reasonable suspicion testing can be conducted just before a DOT regulated employee performs safety-sensitive duties, during that performance, and just after an employee has performed covered duties.
- J. A result of 0.04% or higher on the DOT alcohol test is a positive test result. DOT regulated employees with a DOT alcohol test result between 0.02% and 0.039% are prohibited from performing their safety-sensitive related duties for a period of 24 hours or one shift, whichever is longer. Employee must submit to and be cleared prior to resuming work.
- K. DOT regulated employees who receive a positive DOT drug or alcohol test result will be terminated, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. The DOT regulated employee is responsible for any incurred costs associated with educational and rehabilitation programs or SAP assessments.
- L. Specimen validity testing will be conducted on all urine specimens for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants of foreign substances were added to the urine, if the urine was diluted or if the specimen was substituted.
- M. If a covered employee provides a negative dilute test result they will be required to undergo a second test. If the second test is negative dilute it will be considered negative and no further testing is required.
- N. Any covered employee who questions the results for a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The employee will pay for the cost of split sample testing but the County may pay the vendor and seek reimbursement to avoid a delay in sample processing.

- O. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall be subject to disciplinary action up to and including dismissal and referral to SAP. A test refusal includes the following circumstances:
1. A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
 2. A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt.
 3. A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
 4. A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer.
 5. A covered employee fails to remain at the testing site until the testing process is complete.
 6. A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations.
 7. A covered employee fails to permit the observation or monitoring of a specimen collection.
 8. A covered employee fails or declines to take a second test the employer or collector has directed you to take.
 9. A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the employer as part of the "shy bladder" or "shy lung" procedures.
 10. A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process).
 11. Failure to sign Step 2 of the Alcohol Testing form.
 12. Failure to follow the observer's instructions during an observed collection including interactions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
 13. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
 14. Admit to the collector or MRO that you adulterated or substituted the specimen.
- P. If a DOT regulated employee is directed to submit to a collection under direct observation in accordance with 49 CFR Part 40.67, the policy administrator or supervisor must explain to the employee the reason for a directly observed collection. Circumstances requiring direct observation include:
1. All return to duty tests.
 2. A follow-up test.
 3. Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the acceptable temperature range.
 4. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 5. Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.
 6. Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the results.

7. Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated, or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- Q. Cabarrus County will notify North Carolina Division of Motor Vehicles within five business days of the date that a DOT regulated employee tests positive or refuses to participate in a drug or alcohol test required under 49 CFR Part 382 and 655, in accordance with NCGS 20-37.19.

FORMS:

- Form A. [Acknowledgment of Receipt of Drug Free Workplace Policy](#)
- Form B. [Drug Testing Authorization Form](#)
- Form C. [Observation of Suspect Behavior Form](#)
- Form D. [Post Drug Test Notice](#)

Forms are located on the Cabarrus County Intranet. Navigate to the Human Resources page and select forms to find the document you are looking for. You may also follow the links for forms B – D.

REFERENCES:

- A. Food and Drug, 21 CFR 1308.11-15: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=7a6623b59fe8ad6517a42dcdf698bdd&tpl=/ecfrbrowse/Title21/21cfr1308_main_02.tpl
- B. United States Code Controlled Substance Act Subchapter 1, Part B, Section 812: <http://www.deadiversion.usdoj.gov/21cfr/21usc/812.htm>
- C. Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=2f829914d5e4f1fbc6d503782c407c58&c=ecfr&tpl=/ecfrbrowse/Title49/49cfrv1_02.tpl
- D. Federal Transit Administration, 49 CFR Part 655: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=f621f2c16897d1735c08864c1eff5ed4&c=ecfr&tpl=/ecfrbrowse/Title49/49cfrv7_02.tpl#600
- E. Federal Motor Carrier Safety Administration, 49 CFR Parts 382: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=7a6623b59fe8ad6517a42dcdf698bdd&c=ecfr&tpl=/ecfrbrowse/Title49/49cfrv5_02.tpl#300
- F. US Dept of Transportation, Office of Drug & Alcohol Policy and Compliance : <http://www.dot.gov/ost/dapc/index.html>
- G. US DOL Drug Free Workplace <http://www.dol.gov/workingpartners/welcome.html>
- H. DHHS Substance Abuse and Mental Health Services Administration (SAMHSA), Division of Workplace Programs <http://www.drugfreeworkplace.gov/>
- I. North Carolina General Statutes, Chapter 95, Article 20-Controlled Substance Examination Regulation: http://www.ncleg.net/enactedlegislation/statutes/html/byarticle/chapter_95/article_20.html

- J. North Carolina Administrative Code, Title 13, Chapter 20-Controlled Substance Examination Regulation: <http://reports.oah.state.nc.us/ncac.asp?folderName=\Title%2013%20-%20Labor>
- K. North Carolina General Statutes, Chapter 90:
http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_90.html
- L. North Carolina General Statutes 153A-98. Privacy of Employee Personnel Records:
http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_153a/gs_153a-98.html
- M. North Carolina General Statutes, Chapter 20, Article 2C, 37.18 and 37.19-Commercial Driver License:
http://www.ncleg.net/enactedlegislation/statutes/html/byarticle/chapter_20/article_2c.html

FORM A

**CABARRUS COUNTY GOVERNMENT
ACKNOWLEDGMENT OF RECEIPT OF DRUG FREE WORK PLACE POLICY**

I have been given a copy of and have read the Drug Free Workplace Policy (the "Policy") adopted by CABARRUS COUNTY GOVERNMENT as well as post-accident information, procedures, and instructions to enable me to comply with my obligations under the Policy and information concerning the effects of controlled substances use and alcohol abuse on an individual's health, work, and personal life; signs and symptoms of a controlled substances or alcohol problem (mine or a coworker's); and available methods of intervening when a controlled substances or alcohol problem is suspected. I hereby acknowledge that I understand, accept, and agree to be bound by the conditions specified in the Policy and these materials.

I further understand and agree that:

To be retained as an employee, the following will apply:

As a condition of employment and continued employment with CABARRUS COUNTY GOVERNMENT, I may be required to provide blood, urine, saliva, breath, or other accepted scientific samples for drug and alcohol testing under the circumstances described in the Policy, and I hereby consent to such testing.

Failure of a drug or alcohol test, my refusal to submit to drug or alcohol tests under the circumstances set forth in the Policy, violation of the items listed in the "PROHIBITED ACTS" section of the Policy and other provisions of the Policy, and certain other occurrences described in the Policy may result in disciplinary action, up to and including dismissal, as described in the Policy.

The Policy may be modified at any time and in any way at the discretion of CABARRUS COUNTY GOVERNMENT and will become effective immediately upon posting of a notice indicating to me the changes made therein.

The Policy is not a contract of employment with CABARRUS COUNTY GOVERNMENT but compliance with its terms and conditions is a condition to my employment and continued employment with CABARRUS COUNTY GOVERNMENT.

Date

Printed Name

Signature

HR reviewed 1/13/17



SECURITY PLAN

*With Supporting Documentation
And
Resource Information*

**Cabarrus County Transportation
Services**

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PREFACE

Cabarrus County Transportation Service operate in a wide variety of environments including rural, urban and resort areas. Community transit includes fixed route, shared ride, paratransit and specialized service for the general public, as well as high-risk passengers such as individuals with disabilities, the elderly and young children.

Safety has always been a priority for local community transportation providers, state Departments of Transportation and the Federal Transit Administration. As a result of 9/11, and the transit attacks in Spain, England and India, there are heightened concerns for transit security even in rural communities. The destruction wrought by Hurricanes Katrina, Rita and other acts of nature have renewed our national awareness for the role that public transportation can play as a first responder resource.

Every transit system - whether a large fixed-route bus system or a small rural provider – is being asked to designate safety, security and emergency preparedness as a top priority, and to prepare to manage critical incidents for the wide array of the hazards that transit faces.

Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. Successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

To establish the importance of safety, security and emergency preparedness in all aspects of our organization, Cabarrus County Transportation Services has developed this Safety, Security and Emergency Preparedness Plan (SECURITY PLAN). This SECURITY PLAN outlines the process used by Cabarrus County Transportation to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, Cabarrus County Transportation Services achieves not only an effective physical security program, but enhances associations with the local public safety agencies in our service area. Improved communication increases their awareness of our resources and capabilities, and improves our readiness to support their efforts to manage community-wide emergencies, including, accidents and incidents, acts of nature, hazardous materials, criminal activity and terrorism.

In order to be effective for Cabarrus County Transportation Services, the activities documented in this SECURITY PLAN focus on establishing responsibilities for safety, security and emergency preparedness, identifying our methodology for documenting and analyzing potential safety, security and emergency preparedness issues, and developing the management system through which we track and monitor our progress in addressing these issues.

The structure of this SECURITY PLAN focuses first on a description of Cabarrus County Transportation Service's Mission and a comprehensive overview of the system, then on Preparation – identifying critical assets, threats and vulnerabilities to the transit system and the environment in which it operates, along with preparing our transit staff to manage incidents in concert with external emergency management organizations and first responders, followed by Prevention – strategies for reducing risk, including training on safety/security awareness, then on Response – staff responsibilities and emergency protocols, and finally, on Recovery – putting things back together. The Appendix of this SECURITY PLAN contains forms that we use to ensure documentation of our SECURITY PLAN activities.

1. MISSION DEFINITION

1.1 Introduction – Establishing the parameters of the plan

1.1a. - AUTHORITY

The authority for implementing the SECURITY PLAN resides with the Cabarrus County Transportation Service.

1.1b. - PURPOSE

This SECURITY PLAN defines our process for addressing safety, security and emergency preparedness as:

- **System Safety** – The application of operating policies and procedures to reduce vulnerability to safety-related hazards.
- **System Security** – The application of operating policies and procedures to reduce vulnerability to security threats.
- **Emergency Preparedness** – The system of policies and procedures that assure rapid, controlled, and predictable responses to a wide variety of safety and/or security incidents.

The SECURITY PLAN supports Cabarrus County Transportation Service's efforts to address and resolve critical incidents on our property and within our community.

Critical Incidents – Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. And successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

The overall purpose of the Cabarrus County Transportation Services SECURITY PLAN is to optimize -- within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to Cabarrus County Transportation Service's passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

This SECURITY PLAN demonstrates the Cabarrus County Transportation Service's commitment to do the following:

- **Prepare**
 - Identify assets essential to our mission
 - Assess hazards and threats facing our agency and our community
 - Train staff how to prevent, respond to and recover from prime risks

- Coordinate with other emergency response organizations
- **Prevent**
 - Take steps to eliminate threats where possible
 - Institute policies and procedures that reduce the likelihood of incidents occurring
 - Take steps that reduce the impact on system assets when incidents do occur
- **Respond**

React quickly and decisively to critical incidents focusing on:

 - Life Safety
 - Property Protection
 - Stabilization of Incident
- **Recover**
 - Resume service delivery based on availability of resources
 - Repair and replace critical assets
 - Assess incident response and make changes based on lessons learned.

1.1c. - GOALS

The SECURITY PLAN provides Cabarrus County Transportation Service with a safety, security and emergency preparedness capability that:

- Ensures that safety, security and emergency preparedness are addressed during all phases of system operation including hiring and training of personnel; procurement and maintenance of equipment; development of policies and procedures; delivery of service, and coordination with local emergency management and first responder agencies
- Creates a culture that supports employee safety and security through the appropriate use and operation of equipment and resources
- Promotes analysis tools and methodologies that identify changing threat conditions and bolster agency response capabilities
- Ensures that our agency achieves a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies
- Identifies and pursues grant funding opportunities at the state and federal level to support safety, security, and emergency preparedness efforts
- Makes every effort to ensure that, if confronted with a safety or security event or major emergency, our personnel will respond effectively, using good judgment and building on best practices identified in policies and procedures and exercised through drills and training

1.1d. - OBJECTIVES

In this new environment, every threat cannot be identified and eliminated, but Cabarrus County Transportation Service takes steps to be more aware, to better protect passengers, employees, facilities and equipment, and stands ready to support community needs in response to a critical incident. To this end, our SECURITY PLAN has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies around the nation.
2. Partake in and strengthen community involvement and participation in the safety and security of our system.
3. Develop and implement a Threat and Vulnerability Assessment program and, based on the results of this program, establish a course of action for improving physical safety and security measures and emergency response capabilities.
4. Expand our training program for employees, volunteers and contractors to address safety and security awareness and emergency management concerns.
5. Enhance our coordination with partner agencies regarding safety, security and emergency preparedness issues.

1.1e. - DEFINITION

In this SECURITY PLAN, the terms “transit vehicle” or “bus” are used to describe all types of transit surface conveyances including sedans, mini-vans, vans, body-on-chassis, mini-buses and the wide range of full-size coaches.

1.2 System Overview – Who We Are and What We Do

1.2a. - ORGANIZATIONAL DESCRIPTION

Cabarrus County Transportation Service (CCTS) is a consolidated transportation system operating in Cabarrus County, NC. CCTS offers subscriptions routes and demand/response transportation by contractual agreement with the following human service organizations:

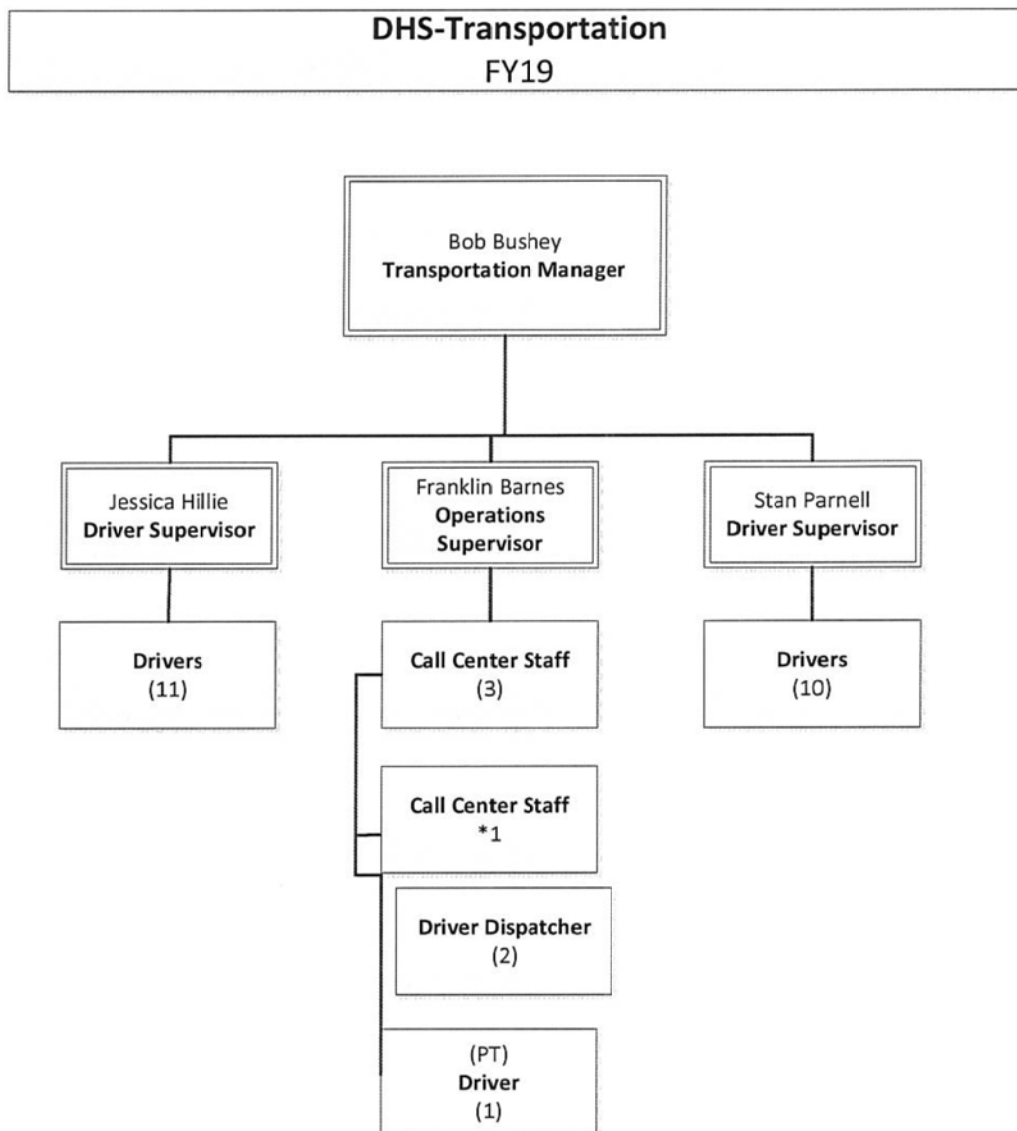
Rowan Cabarrus Community College
 Cabarrus County Department of Aging
 Department
 Cabarrus County Department of Social Service
 Daymark Recovery
 Anarosy Club House

DaVita Dialysis
 Cabarrus County Health
 Coltrane Life Center
 McLeod Center
 Cabarrus Opportunity Vocation

1.2b. - MISSION STATEMENT

Cabarrus County Transportation Service’s mission is to promote an independent lifestyle that empowers individuals to overcome transportation barriers by providing safe and reliable transportation services that enable all eligible individuals to access medical care, essential services, and resources that improve their quality of life.

1.2c. - ORGANIZATIONAL STRUCTURE



A list of Cabarrus County KEY PERSONNEL AND SECURITY PLAN RESPONSIBILITIES is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.1.

1.2d. - SERVICE AREA

Cabarrus County Transportation serves all of Cabarrus County and other locations within Rowan and Mecklenburg County. Cabarrus County Transportation also partnership with TJ Taxi Service to provide transportation to Durham, Chapel Hill, Winston Salem and many other counties within North Carolina.

1.2e. - SERVICE DESIGN

Cabarrus County Transportation Service is designed to meet the transportation needs of Cabarrus County citizens. The aim is to promote an independent lifestyle that empowers individuals to overcome transportation barriers by providing safe and reliable transportation to those that are eligible.

1.2f. - FUNDING SOURCES

Funding sources include:

| | |
|-----------|-------|
| DSS19 | EDTAP |
| DSS19-CAP | 5310 |
| DSS19-FP | WFFA |
| RGP | |
| DOA1 | |

1.2g. - VEHICLES AND FACILITIES

Cabarrus County Transportation Service is located within the Cabarrus County Department of Human Services. All CCTS vehicles are parked in the designated fenced in lot in front of the DHS building. The vehicle fleet consist of 21 wheelchair accessible LTV's.

2. PREPARATION

2.1 Overview

While safety addresses the day-to-day issues of transporting passengers in the community safely and without accident, security deals with the entire transit system and the potential for threats against it. Security also includes Cabarrus County Transportation Service as part of the larger community and the response within the community to environmental hazards, criminal or terrorist acts, or natural disaster.

The Cabarrus County Transportation Service Threat and Vulnerability Assessment provides a framework by which to analyze the likelihood of hazards and threats damaging critical assets. Included in this assessment are:

- Historical analysis
- Physical surveys
- Expert evaluation
- Scenario analysis

The Threat and Vulnerability Assessment offers Cabarrus County Transportation Service the ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

1. Which assets can we least afford to lose?
2. What is our responsibility to protect these assets?
3. Where do we assume total liability for risk and where do we transfer risk to others, such as local public responders, technical specialists, insurance companies, and the state and Federal government?

A completed "CAPABILITIES ASSESSMENT" is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.2.

2.2 Hazard and Threat Assessment

2.2a. – CRITICAL ASSETS – IDENTIFYING THE IMPORTANT ELEMENTS OF OUR ORGANIZATION REQUIRING PROTECTION

Overview

In security terms, Cabarrus County Transportation Service's assets are broadly defined as:

- **People** – Passengers, employees, visitors, contractors, vendors, community members, and others who come into contact with the system

An Agency "CRITICAL ASSET IDENTIFICATION AND ANALYSIS" is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.3.

- **Information** – Employee and customer information, computer network configurations and passwords, ridership, revenue and service statistics, operating and maintenance procedures, vehicle identification systems
- **Property** – Revenue vehicles, non-revenue vehicles, storage facilities, passenger facilities, maintenance facilities and equipment, administrative offices, computer systems and communications equipment

Assets are critical when their loss either endangers human life or impacts the Cabarrus County Transportation Service's ability to maintain service. In reviewing assets, the transportation system has prioritized which among them has the greatest consequences for the ability of the system to sustain service. These critical assets may require higher or special protection.

Asset Analysis

In identifying and analyzing critical assets for the entire system, under the full range of operational conditions, a simple process called "asset criticality valuation" has been performed by Cabarrus County Transportation Service. This process helped Cabarrus County Transportation Service management to prioritize the allocation of limited resources for protecting the most vital elements of its operation. In this asset analysis Cabarrus County Transportation Service considered the following:

- Criticality to mission
- Asset replacement cost
- Severity of impact on public health and safety
- Impact on other assets including intangibles such as public trust and employee morale

For those assets that are mission-critical, steps are taken for risk **avoidance** (i.e. stop the activity altogether), risk **retention** (e.g. accept the risk but take steps to reduce the likelihood or impact of an incident) and risk **transference** (e.g. have someone else, like an insurer, assume the risk).

2.2b. – THREAT AND VULNERABILITY ANALYSIS

A threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations, or denial of services. Cabarrus County Transportation Service threats include accidents and incidents, hazardous materials, fires, acts of nature, or any event that could be perpetrated by criminals, disgruntled employees, or terrorists.

Threat analysis defines the level or degree of the threats by evaluating the probability and impact of the threat. The process involves gathering historical data about threatening events and

evaluating which information is relevant in assessing the threats against Cabarrus County Transportation Service. Some of the questions answered in our threat analysis include.

- How safe are vehicles and equipment?
- How secure is the transportation facility?
- What event(s) or act(s) of nature has a reasonable probability of occurring?
- Have similar-sized agencies been targets of criminal or terrorist acts in the past?
- How significant would the impacts be?

A vulnerability is anything that can make an agency more susceptible to a threat. This includes vulnerabilities in safety/security procedures and practices involving transit facilities, transit equipment and transit staff. Vulnerability analysis identifies specific weaknesses to threat that must be mitigated.

Threat and Vulnerability Identification

The primary method used by Cabarrus County Transportation Service to identify the threats to the transit system and the vulnerabilities of the system is the collection of historical data and incident reports submitted by drivers and supervisors and information provided by federal and state agencies and local law enforcement.

Information resources include but are not limited to the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Historical data
- Information from public safety officials

Cabarrus County Transportation Service reviews safety/security information resources and determines if additional methods should be used to identify system threats and vulnerabilities. This includes a formal evaluation program to ensure that safety/security procedures are maintained and that safety/security systems are operable. Safety/security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

1. Equipment preparedness
2. Employee proficiency
3. System effectiveness

A completed "PRIORITIZED VULNERABILITY REPORT" is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.4.

Scenario Analysis

Scenario analysis is brainstorming by transportation personnel, emergency responders, and contractors to identify threats to the system and to assess vulnerability to those threats. By matching threats to critical assets, Cabarrus County Transportation Service identifies the capabilities required to counteract vulnerabilities. This activity promotes awareness and enables staff to more effectively recognize, prevent, and mitigate the consequences of threats.

For each scenario, the Cabarrus County Transportation Service has attempted to identify the potential impacts of probable threats using a standard risk analysis protocol in which threats are segmented by probability from low to high and severity of impact from modest to catastrophic.

Scenario-based analysis is not an exact science but rather an illustrative tool demonstrating potential consequences associated with low-probability to high-impact events. To determine the actual need for additional countermeasures, and to provide the rationale for allocating resources to these countermeasures, the Cabarrus County Transportation Service uses the scenario approach to pinpoint the vulnerable elements of the critical assets and make evaluations concerning the adequacy of current levels of protection.

At the conclusion of the scenario-based analysis, the Cabarrus County Transportation Service assembled a list of prioritized vulnerabilities for its top critical assets. These vulnerabilities are divided into the following categories:

- lack of planning;
- lack of coordination with local emergency responders;
- lack of training and exercising; and
- lack of physical security

Based on the results of the scenario analysis, the Cabarrus County Transportation Service identified countermeasures to reduce vulnerabilities.

2.2c. - IDENTIFIED POTENTIAL TRANSIT SYSTEM THREATS

Cabarrus County Transportation Service is committed to focusing on organizational emergency planning activities and preparing its transit staff to react to any potential threatening event. Cabarrus County Transportation Service understands that threat reaction planning and preparation is a dynamic and ongoing process which requires constant attention and organizational energy. It is essential to identify each potential threat that a transit system could face, evaluate those threats in terms of their potential impact on transit system assets and to analyze transit system vulnerability to those threats. The Cabarrus County Transportation Service has done such a Threat and Vulnerability Assessment for the following potential threats:

Completed "THREAT AND VULNERABILITY ANALYSIS" forms and "THREAT AND VULNERABILITY ASSESSMENT" forms for each of the below listed threats are found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.5.

ACCIDENTS AND INCIDENTS

- **Transit vehicle accidents**

Can be defined as collisions with other vehicles, objects or persons with the potential for damage to people and/or property and the possibility of lawsuits and/or criminal charges.

- **Transit passenger incidents**

Involve passenger falls, injuries relating to lift and securement operation, injuries before boarding or after alighting and passenger illnesses

- **Employee accidents and incidents**

Include injuries within the office, on official travel, while maintaining the equipment, and on-premises, but not while operating a vehicle for public transport. Such accidents/incidents create the possibility for loss of workforce, lawsuits and worker's compensation claims.

ACTS OF NATURE

- **Floods**

Are caused by heavy rain, storm surge, rapid snowmelt, ice jams, dam breaks or levee failures and can result in loss of life damage to facilities, danger to vehicles on roadways and loss of power and communications. Such events could require use of transit system assets for evacuation purposes.

- **Winter weather**

Snow and ice storms can cause power failures, make roads dangerous or impassable, cause sidewalk hazards, and affect the ability to deliver transit service.

- **Tornado/hurricane**

High winds have the potential to cause flying debris, down trees and/or power lines, make roadways impassable or dangerous, damage facilities or vehicles and threaten the safety of passengers and employees. Such events could require use of transit system assets for evacuation purposes.

- **Thunderstorms**

May trigger flash flooding, be accompanied by strong winds, hail or lightening, can possibly cause power or communication system outages, damage facilities and equipment and make roads dangerous or impassable.

- **Wildfire**

Whether natural or human-caused, are particularly dangerous in drought conditions, can reduce visibility, impair air quality, and have the potential to damage facilities, equipment and make roadways impassable. Such an event could require use of transit system assets for evacuation purposes.

- **Earthquake**
Has the potential to cause extensive damage to buildings, water systems power systems, communications systems roads, bridges and other transportation infrastructure. Such events often overwhelm first responder resources. In coastal areas, tsunamis, or tidal waves, are a hazard following major earthquakes and underwater tectonic activity. A transit system's assets could be used for evacuation purposes after damage assessment.
- **Landslide/Avalanche**
Has the potential to close roadways, damage vehicles and facilities and injure employees and passengers.
- **Dust storm**
Usually arrives suddenly in the form of an advancing wall of dust and debris which may be miles long and several thousand feet high, and usually last only a few minutes. Blinding, choking dust can quickly reduce visibility, causing accidents. While dust storms may last only a few minutes, they tend to strike with little warning.

CRITICAL INFRASTRUCTURE

- **Power outages**
Whether short or long in duration, can impact overall ability to operate transit services and limit functional nature of transit equipment and facilities.
- **Computer crashes/cyber attacks**
Cause loss of critical data and negatively impact the ability to schedule and dispatch services.
- **Communication system failure**
Can have serious effects on the ability to deliver service and keep employees out of harm's way.
- **Supply chain interruption**
Transit service is dependent upon a continuous supply of fuel, lubricants, tires, spare parts, tools, etc. Interruption of material supplies due to weather conditions, roadway closures, acts of terrorism, acts of war, or loss of supplier facilities can limit your ability to maintain service
- **Vehicle fires**
Cause transit employee and passenger injuries and death and damage or loss of transit equipment and have the potential for lawsuits.
- **Facility loss**

Loss of administrative, maintenance, or operations facilities— whether caused by structural collapse, presence of toxic materials, violation of municipal codes, or significant events on neighboring properties – can hamper the ability to sustain service

- **.Structural Fire**

Whether natural or human-caused, can threaten employees and customers and damage facilities and equipment. Such an event could require use of transit vehicles for temporary shelter, or for evacuation purposes,

- **Staff shortage**

Caused by labor disputes, poor human resource management, or regional employee shortages. Can have immediate impacts on ability to deliver service, and longer-term impacts on facility and equipment resources.

- **Employee malfeasance**

Illegal and illicit behavior by agency employees, particularly when in uniform or on duty, can seriously damage intangible assets such as organizational image and employee morale.

HAZARDOUS MATERIALS.

- **Blood borne pathogens**

Exposure can put drivers, passengers, maintenance employees and bus cleaners at risk of contracting disease.

- **Toxic material spills**

Toxic materials fall into four basic categories: blister agents such as solvents; cardio-pulmonary agents such as chlorine gas; biological agents such as anthrax; and nerve agents such as Sarin. While some of these materials may be agents of terrorist acts, accidental release is also possible. Additionally, low-level exposure to maintenance related chemicals and vehicle fluids can pose a risk to employee and environmental health.

- **Radiological emergencies**

Could include accidental release of radioactivity from power plants or from materials being transported through the service area by truck or train. Have the potential to cause danger to human life or the need for use of transit system assets for evacuation purposes.

- **Fuel related events**

Include accidental release of natural gas and petroleum, rupture of pipelines, and fire and explosion involving alternative fuel use. Dangers include risk of human life, damage to facilities and vehicles, and events that may require use of transit system assets for evacuation purposes.

CRIMINAL ACTIVITY

- **Trespassing** Penetration of organizational security system can increase vulnerability to criminal mischief, theft, workplace violence, and terrorist attack
- **Vandalism/Criminal mischief**
Includes graffiti, slashing, loitering, or other such events that damage buses, bus stops, shelters, transit facilities and/or organizational image.
- **Theft and burglary**
Includes loss of assets due to break-in to facilities and into vehicles as well as employee theft, and can threaten information assets, property assets, and organizational image.
- **Workplace violence**
Includes assaults by employees on employees, passengers on passengers, and passengers on employees including menacing, battery, sexual assault, and murder.
- **Commandeered vehicle**
The taking of a transit vehicle to perpetrate a crime and the taking of hostages as a negotiating tool. Puts the lives of transit employees and passengers at risk.

TERRORISM

- **Dangerous mail**
Chemical, biological, radiological and explosive devices delivered through the mail put the lives of transit employees and occupants of transit facilities at risk, and have the potential for damage of facilities and equipment.
- **Suicide bombers**
Internationally, transit systems have been common terrorist targets. American transit systems are not immune. The major inherent vulnerabilities of transit are that transit systems by design are open and accessible, have predictable routines/schedules, and may have access to secure facilities and a wide variety of sites, all of which make transit an attractive target.
- **Improvised Explosive Devices (IED)**
Activities could involve the use of conventional weapons and improvised explosive devices or bombs on transit vehicles, within transit facilities or within the environment of the transit service area, putting the lives of transit employees, passengers and community members at risk. Such events could require the use of transit vehicles in evacuation activities.
- **Weapons of mass destruction**

Use of chemical, biological or radiological weapons could cause massive loss of life involving everyone in the community and lead to the destruction of transit vehicles and facilities, as well as require the use of transit vehicles for evacuation purposes.

2.3 Communicating about Risk: Transit Threat Alert System

The Federal Transit Administration has developed a transit *Threat Condition Model* that parallels that of the Department of Homeland Security. The FTA model progresses from green through red to indicate threat levels from low to severe. It also includes purple designating disaster recovery. This model, along with its recommended protective measures, has been adapted for use by Cabarrus County Transportation Service.

The Cabarrus County Transportation SAFETY/SECURITY ALERT SYSTEM is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.6.

2.4 Emergency Planning

2.4a. – INTERNAL CONTACT INFORMATION

Cabarrus County Transportation Service maintains accurate and up-to-date internal contact information on key staff and board members required to respond to safety and security emergencies.

2.4b. – EXTERNAL CONTACT INFORMATION

Cabarrus County Transportation Service maintains accurate and up-to-date external contact information on key community emergency management personnel and first responders to be notified in the case of safety and security emergencies.

Completed Internal and External "CONTACT LISTS" are found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.7.

2.4c – EMERGENCY RESPONSE TEAM ROSTER

Cabarrus County Transportation Service maintains an accurate and up-to-date roster that includes contact information of the transit incident management team in advance of any incident.

This team is based on the Incident Command System (ICS) discussed in Chapter 4 and includes representation from each area of the organization.

A Completed "EMERGENCY RESPONSE TEAM ROSTER" is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.8.

2.4d – PHONE TREES

Cabarrus County Transportation Service maintains an accurate and up-to-date call tree with staff names and phone numbers. The call tree enables everyone in the organization to be contacted quickly, with each staff member having to make no more than a couple of calls. Details on *use* of the call list are included in Chapter 4 – Response. Quarterly exercises using the phone tree should be run so that all members of the team are familiar with its use and application.

2.4c. – DELEGATION OF AUTHORITY

Cabarrus County Transportation Service has a plan to ensure continuity of management throughout any emergency incident. The succession plan provides for automatic delegation of authority in cases where:

- The Emergency Response Coordinator (ERC) or other agency incident response personnel are no longer able to perform incident-related duties due to injury, illness or exhaustion/rest and recuperation.
- A member of the incident response team is temporarily unable to perform incident-related duties due to loss of radio or phone service.
- Regular members of the agency incident response team are unavailable due to travel (e.g., vacation, professional development, etc.)

The succession plan designates the next most senior leader required to manage temporary duties normally assigned to higher-level personnel.

A completed "SUCCESSION LIST" reflecting Cabarrus County Transportation Service emergency internal chain of command is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.9.

Cabarrus County Transportation Service is committed to proactively coordinate with local emergency management, law enforcement and other first responders in preparing for an integrated response to emergencies and security related events. Toward this end Cabarrus County Transportation Service meets on a regular basis with local emergency management staff, local law enforcement and other first responders, and reviews local and transit agency emergency

plans to ensure that transit is integrated into these plans and is prepared to play its defined role in any emergency.

2.5a. – COORDINATION WITH EMERGENCY MANAGEMENT

Effective emergency response does not happen by accident. It is the result of planning, training, exercising, and intra/interagency cooperation, coordination and communication. Integration into the local community's emergency planning process is central to the success of the Cabarrus County Transportation Service SECURITY PLAN and to the preparedness of the system. Cabarrus County Transportation Service coordinates with local community emergency management to fulfill all SECURITY PLAN functions including threat mitigation, consequence management planning, exercising and training, and post-incident analysis.

In this SECURITY PLAN, Cabarrus County Transportation Service has defined its internal processes for identifying safety and security events, mitigating consequences and managing or assisting in incident response.

Completed "MEMORANDUM OF UNDERSTANDING" between Cabarrus County Transportation Service and Community Emergency Management is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.10.

2.5b. – COORDINATION WITH FIRST RESPONDERS

Law Enforcement

Cabarrus County Transportation Service management regularly works with the local and state law enforcement to improve security and emergency/incident preparedness and response capabilities. These activities include:

- Maintaining regular communications with law enforcement
- Meeting at least once a year to ensure transit issues are understood by law enforcement
- Developing an emergency contact list for dispatchers
- Communicating regularly on optimal incident reporting methods that will offer law enforcement all the information they need
- Participating in cooperative emergency preparedness training programs
- Establishing appropriate methods of communication for continuous coordination during an emergency
- Establishing procedures for supplying the unique types of emergency service that may be required in particular emergency situations

Fire

Cabarrus County Transportation Service works with the local fire departments on a regular basis to support improved security and emergency/incident preparedness and response. This includes the following activities:

- Maintaining regular communications with fire services
- Establishing the level of service (e.g., equipment and personnel) to be delivered in response to various types of emergencies
- Specifying in advance the level of notification, command and control, and degree of responsibility that will apply on site
- Establishing appropriate methods of communication, and developing procedures for continuous coordination and transfer of command
- Providing training for fire department personnel to familiarize them with transit vehicles and equipment, including wheel chair lifts and access/egress procedures
- Conducting periodic drills in cooperation with the fire department
- Scheduling a meeting at least annually to ensure transit issues (e.g., evacuation of transit vehicles, considerations for persons with disabilities) are understood by fire officials
- Identifying any special tools and equipment the firefighters might need to address transit emergencies (particularly items that they would not normally possess) by inviting firefighters to visit the agency annually, and walking them through transit vehicles and facilities
- Reviewing current fire-related plans and policies
- Ensuring fire annunciation and evacuation procedures are part of the standard procedures and training for operators

Emergency Medical Services

Cabarrus County Transportation Service works with the local emergency medical services including hospitals on a regular basis to support improved medical response. Preparations include the following activities:

- Maintaining regular communications with EMS
- Scheduling a meeting on transit property or at the offices of EMS at least annually to ensure transit issues are understood by the organization
- Establishing appropriate EMS unit jurisdictions
- Establishing the level of service (equipment, personnel, etc.) to be delivered in response to various types and degrees of emergencies
- Establishing appropriate methods of communication for continuous coordination during a response
- Familiarizing EMS personnel with transit vehicles and facilities
- Conducting periodic drills in conjunction with EMS personnel

Completed "MEMORANDUM OF UNDERSTANDING" between Cabarrus County Transportation Service and First Responders are found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.11.

Cabarrus County Transportation Service holds annual training with local first responders to improve familiarity with transit fleet, facilities and operations. Key areas covered include:

- Vehicle and facility entry - windows, doors and hatches
- Hazardous materials
- Facility escape routes and safety zones
- Equipment shutdown
- Emergency dump valves
- Battery cut-off switches
- Appropriate zones to breach transit vehicles in event of an incident
- Communications compatibility

2.6 Exercises and Drills

In crisis management as in sports, the transit agency plays the way it practices. That is why Cabarrus County Transportation Service is committed to testing their emergency preparedness plans through disaster drills and exercises.

Cabarrus County Transportation Service is committed to participating in community emergency response exercises. This commitment requires the transportation system and community public response agencies to plan and conduct increasingly challenging exercises over a period of time. Implementation of such a program allows the collective community to achieve and maintain competency in executing the transportation component of local emergency response plans.

There are five major types of exercises that comprise this program, each with a different purpose and requirement. Each step is progressively more sophisticated in nature and will be undertaken in a step-by-step and long-term implementation plan that is integrated into overall community response.

1. Basic awareness training to familiarize participants with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities
2. Operational training to familiarize front-line staff with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
3. Tabletop exercises that simulate emergency situations in an informal, low stress environment. It is designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans and practical working experience.

4. Drills that test, develop or maintain skills in a single response procedure (e.g., communications, notification, lockdown, evacuation procedures, etc.). Drills can be handled within the organization, or coordinated with partner agencies, depending upon the drill objective(s). Drills help prepare players for more complex exercises in which several functions are simultaneously coordinated and tested.
5. Functional exercises are full-scale simulated incidents that tests one or more functions in a time-pressured realistic situation that focuses on policies, procedures, roles and responsibilities. It includes the mobilization of emergency personnel and the resources appropriate to the scale of the mock incident. Functional exercises measure the operational capability of emergency response management systems in an interactive manner resembling a real emergency as closely as possible.

3. PREVENTION

3.1 Overview

Cabarrus County Transportation Service follows the guidelines provided by the Federal Transit Administration's (FTA) description of Core Elements addressing *Model Bus Safety Programs* in our internal focus on safety and the FTA's *Public Transportation System Security and Emergency Preparedness Planning Guide* in our internal focus on security.

A Completed "FTA TOP 20 SECURITY PROGRAM ACTION ITEMS FOR TRANSIT AGENCIES: SELF-ASSESSMENT CHECKLIST" is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.12.

3.2 Risk Reduction

The Cabarrus County Transportation Service reviews current methods of threat and vulnerability resolution and establish procedures to 1) eliminate; 2) mitigate; 3) transfer, and/or 4) accept specific risks. Prioritization of safety/security remediation measures are based on risk analysis and a course of action acceptable by Cabarrus County Transportation Service management.

Risk reduction/elimination implies changes to equipment, facilities, training or operational implementation in order to no longer be exposed to the hazard (e.g. moving maintenance facility out of the floodplain). ***Risk control/mitigation*** implies changes in policies or procedures that reduce the likelihood of an event, or reduce its impact on critical assets (e.g. defensive driver training). ***Risk transference*** implies that the risk exposure is borne by someone else (e.g. hazard and liability insurance).

3.2a. - STRATEGIES TO MINIMIZE RISK

Protocol that Cabarrus County Transportation Service employs to reduce vulnerability to unknown hazards and threats includes:

- Involving staff in the identification of hazards and threats
- Involving staff in creating strategies that prevent or mitigate unwanted incidents
- Providing training that raises staff awareness, across all departments, about agency-specific hazards and threats
- Using tabletop exercises to establish, assess and improve emergency response protocols
- Conducting Drills that raise staff proficiency in reacting to unwanted incidents, including proper use of emergency equipment and communication technologies

- Participating in exercises that improve coordination across departments and between responding agencies for any sort of critical incident

3.2b. - EMERGENCY OPERATIONS POLICIES

Checking Weather and Other Hazardous Conditions

Cabarrus County Transportation Service has in place Operations Policies that address responding to emergencies. Particular attention is given to the following issues:

At Cabarrus County Transportation Service, management is responsible for checking weather and other reports to ensure it is safe to send vehicles on the road. This designated individual checks this information before each shift and at appropriate intervals, especially if severe weather is expected. Drivers performing their routes continuously assess road conditions, evaluating weather, construction, accidents, and other situations to ensure it is safe to proceed. Every effort is made to avoid sending drivers on routes if it is unsafe to do so. However, if a condition arises requiring a driver to abort a route, the dispatcher will contact the driver (or the driver will alert the dispatcher), and the dispatcher will provide instructions on how to proceed.

Cabarrus County Transportation Service uses National Weather Service warnings, forecasts, and advisories available at www.weather.gov, and weather radios monitored at dispatch site to track real-time information on the following conditions:

- | | |
|------------------------------------|--------------------------------|
| ▪ Hazardous weather outlooks | ▪ High wind warnings |
| ▪ Special weather statements | ▪ High wind watches |
| ▪ Winter storm watches | ▪ Wind advisories |
| ▪ Winter storm warnings | ▪ Gale warnings |
| ▪ Snow and blowing snow advisories | ▪ Tornado watches and warnings |
| ▪ Winter weather advisories | ▪ Hurricanes |
| ▪ Heavy freezing spray warnings | ▪ Flood warnings |
| ▪ Dense fog warnings | ▪ Flood statements |
| ▪ Fire weather forecasts | ▪ Coastal flood statements |

Cabarrus County Transportation Service also maintains a dispatcher log, a narrative description of what occurs during each shift. This enables the incoming dispatcher to read the previous shift log and know what needs to be tracked, problem areas of concern, or what is going right and wrong.

Aborting or Changing Route Due to a Hazard

To the extent possible, Cabarrus County Transportation Service avoids sending vehicles out in conditions that might pose a hazard. It is the responsibility of the management to check weather and other relevant conditions at the beginning of a shift, and on an ongoing basis, to safeguard the wellbeing of passengers, employees, and others. If a hazard is encountered that causes it to be unsafe to continue on a route, agency policy is as follows:

- If the hazard is noted by the driver, he/she must call the dispatcher, describe the situation, and await further instruction.
- If the hazard is noted by staff other than the driver (e.g., the dispatcher becomes aware that a tornado is approaching), the dispatcher will contact the driver and provide direction.

Direction may be as follows:

- To abort the route, and drive the passengers to the nearest emergency drop point (see policy on emergency drop points)
- To abort the route and return to the agency (particularly if there are no passengers on the vehicle)
- To drop off some or all passengers at the next stops and to then abort the route, following the instructions of the dispatcher (returning to the agency or using an emergency drop point)

With most hazards or emergencies, it is the primary policy of Cabarrus County Transportation Service that the driver, first, communicates with the dispatcher, describes the situation, and awaits instruction. The exception to this is in the case of an immediate life threatening situation when the driver acts first, then communicates. Policies are in place for a range of situations.

3.2c. – TRANSIT FACILITY SAFETY AND SECURITY REVIEW

Cabarrus County Transportation Service assesses on an ongoing basis the system's physical and procedural security systems and exposures. Findings from past and current threat and vulnerability assessments are of particular significance.

The conditions affecting facility security change constantly. Employees come and go, a facility's contents and layout may change, various threats wax and wane, and operations may vary. Even such mundane changes as significant growth of bushes or trees around a facility's exterior may affect security by shielding the view of potential intruders. Cabarrus County Transportation Service reviews our security measures periodically, as well as whenever facilities or other conditions change significantly. Cabarrus County Transportation Service also does the following:

- updates risk assessments and site surveys;
- reviews the level of employee and contractor compliance with security procedures;
- considers whether those procedures need modification; and
- Establishes ongoing testing and maintenance of security systems including access control, intrusion detection and video surveillance.

Special attention is given by Cabarrus County Transportation Service to:

- developing and refining security plans
- encouraging personnel to maintain heightened awareness of suspicious activity
- providing special attention to perimeter security and access control

- maintaining a proactive effort of facility visitor access and control
- verifying the identify of service and delivery personnel
- heightening security measures involving buses and other vehicles
- securing access to utilities, boiler rooms and other facility maintenance operations
- examining and enhancing physical security measures related to outside access to HVAC (heating, ventilation and air conditioning) systems and utility controls (electrical, gas, water, phone)
- securing chemical and cleaning product storage areas and maintaining appropriate records of such items
- conducting status checks of emergency communication mechanisms
- implementing information security programs including web site access to sensitive information
- identifying high risk facilities, organizations and potential targets in the community surrounding the transit facility
- using ID badges for all employees for security purposes
- considering using cameras to monitor facilities and/or transit vehicles
- ensuring adequate lighting for the facility grounds
- considering placing fencing or similar barrier around perimeter of facility and storage areas
- developing, reviewing, refining and testing crisis preparedness procedures

Bus Stop Locations

When a decision is made to establish a bus stop, Cabarrus County Transportation Service assesses bus stop locations to ensure that stops are located in the most secure areas possible. Guidelines for this assessment are:

- Highly visible
- Well lighted
- Located in populated areas when possible
- Located away from unsafe areas
- Co-located with other activity centers if possible

3.2d. - OSHA REQUIREMENTS

Cabarrus County Transportation Service periodically inspects its facilities and staff working conditions in order to ensure that the agency is compliant with all applicable OSHA requirements.

3.2e. – ALTERNATE BUSINESS LOCATIONS

Cabarrus County Transportation Service has established plans for alternate facilities, equipment, personnel, and other resources necessary to maintaining service during crisis, or to resume service as quickly as possible following disaster.

A Completed "ALTERNATE FACILITY CERTIFICATION CHECKLIST" is found in the section of this document entitled SECURITY PLAN SUPPORTING DOCUMENTS at SECTION 7.13.

Emergency Drop Points

Emergency drop points are pre-designated safe locations that are used by drivers to drop off passengers whenever instructed to do so by the dispatcher or the designated backup. In the event of an emergency, the dispatcher ensures that the driver has been contacted and given instructions as to where to drop off passengers, and the estimated time to drop off.

Decisions on selection of drop points are based on the following:

- All points must be manned
- Geographic distribution
- Physical safety of drop points
- Prioritization of passenger needs based on critical factors (i.e., medical needs of persons in the area, environmental conditions, etc.)
- Availability of on-site personnel to address passenger needs

Pre-existing agreements are in place for all drop points and the list of drop points is maintained by Cabarrus County Transportation Service and reviewed on a quarterly basis.

3.2f. – COMPUTER SECURITY

Computer backups of key financial, personnel, dispatching, and other information are performed regularly. These backups are stored in a fireproof and secured location. Computer backups and duplicate hard copies of important documents are kept off-site in a secured location with a rotation schedule that is updated daily so that at no time are all copies on property at the same time.

3.2g. – VEHICLE INSPECTION

Driver's Vehicle Checklist

Cabarrus County Transportation Service drivers complete a vehicle pre-trip inspection checklist when putting a vehicle into service. This pre-trips inspection includes:

- Inspection of the vehicle's required safety equipment
- Inspection of the interior of the vehicle to detect unauthorized objects or tampering
- Inspection of the interior lights to make sure they are operational and have not been tampered with
- Inspection under the vehicle to detect items taped or attached to the frame

- Inspection of the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Following established policy governing suspicious packages, devices, or substances to determine if an unattended item or an unknown substance found during inspection is potentially dangerous
- Immediately notifying a supervisor in the case of a potentially suspicious packages(s) or evidence of tampering. Do not start or move the vehicle or use electronic means of communication.

Periodically throughout the driver's shift, the above inspections are conducted.

Mechanic's Vehicle Checklist

Cabarrus County Transportation Service mechanics or contracted mechanics make the following security checks before releasing a vehicle for revenue service:

- Ensures that required safety equipment is on vehicle
- Inspects the interior of the vehicle for unknown objects or tampering
- Inspects the interior lights to make sure they are operational and have not been tampered with
- Inspects under the vehicle for items taped or attached to the frame
- Inspects the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Inspects the gas cap for signs of tampering or unusual items
- Inspects the engine compartment and other areas to detect foreign objects or false compartments in the air filter area or the cold oil filter. Also look for additional wires running to or from the battery compartment, and take note of unusually clean components and devices
- Inspects the fuel and air tanks to detect inconsistent and missing connections

Note: If the mechanic finds an unattended item or an unknown substance while conducting the inspection, the policy on suspicious packages, devices, or substances to determine whether the package is potentially dangerous is followed, and a supervisor is immediately notified.

3.2h. - VEHICLE MAINTENANCE

Cabarrus County Transportation Service provides proper maintenance of vehicles and equipment critical to the continued safe operation of the transit system. Unsafe vehicles present unnecessary hazards to the driver, passengers and other vehicles on the road. Basic vehicle maintenance practices regularly address safety-related vehicle equipment to ensure that no unsafe vehicles are dispatched for service. Safety-related vehicle equipment includes:

- Service brakes and parking brake

- Tires, wheels, and rims
- Steering mechanism
- Vehicle suspension
- Mirrors and other rear vision devices (e.g., video monitors)
- Lighting and reflectors or reflective markings
- Wheelchair lifts

Most safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service. Cabarrus County Transportation Service has an established formal plan to address the maintenance requirements of our vehicles and equipment. The vehicle maintenance program addresses the following categories:

- **Daily servicing needs** – This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc.), vehicle cleanliness, pre- and post-trip inspections and maintenance of operational records and procedures.
- **Periodic inspection** – These activities are scheduled to provide maintenance personnel an opportunity to detect and repair damage or wear conditions before major repairs are necessary. Inspection items include suspension elements, leaks, belts, electrical connections, tire wear, and any noticeable problems.
- **Interval related maintenance** – This focus is to identify wear, alignment, or deterioration problems of parts or fluids. Replacement intervals of these items are determined through transit agency experience and manufacturer recommendations.
- **Failure maintenance** - Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unsafe or unable to continue operation, the vehicle is usually removed from service and returned to the garage for repair.

When possible, Cabarrus County Transportation Service vehicles are stored in a secured and well- lighted location.

3.2i. – VEHICLE READINESS

It is the policy of Cabarrus County Transportation Service to maintain fully stocked first aid kits, biohazard cleanup packs, fire suppression equipment, vehicle emergency equipment, and emergency instructions in all vehicles. Battery operated equipment batteries will be replaced semi-annually. The assigned driver inspects the vehicle daily for the following emergency supplies and documents the results on the pre-trip inspection sheet. In addition, when a mechanic places a vehicle back in service, he/she ensures the required safety equipment is on the vehicle. The required safety equipment includes:

| | |
|-------------------|----------------------|
| First Aid Kit | Bio-hazard Kit |
| Fire Extinguisher | Reflective Triangles |
| Seat Belt Cutter | |

3.2j. – OPERATOR SELECTION

Operator selection is critical to Cabarrus County Transportation Service safe transit operations. The driver of a Cabarrus County Transportation Service transit bus is directly responsible for the safety of his or her passengers and other drivers that share the road with the transit vehicle. The driver selection criterion addresses specific, safety-related items.

- **Licensing** – The driver is properly licensed and the license is appropriate for the type of vehicle the driver is assigned. Licensing also considers local jurisdiction requirements.
- **Driving record** – The driver has an acceptable past driving record over a reasonable period of time. The driving record demonstrates an ability to follow traffic rules and regulations and thus avoid accidents.
- **Physical requirements** - The driver is physically able to perform the functions associated with the assignment. These factors include good eyesight with true color perception, good hearing, physical strength and dexterity to assist disabled passengers (especially in demand responsive/para-transit assignments), or other factors that may be unique to the service area and/or specific driving assignments.
- **Background checks** – Cabarrus County Transportation Service does background checks on all employees to protect against hiring personnel with a history of aberrant behavior.

3.2k. - DRUG AND ALCOHOL POLICIES

A critical element of Cabarrus County Transportation Service’s commitment to safe operations is ensuring that our employees are not impaired due to the use of alcohol, illegal drugs, prescription drugs or over-the-counter medication.

Cabarrus County Transportation Service follows the requirements set forth under 49CFR Part 655 and 49CFR Part 40 Amended as mandated by the FTA. The bottom line is protection of the riding public and transit employees, and all efforts are geared toward this end. The Cabarrus County Transportation drug and alcohol program includes specific policies, procedures and responsibilities, or references the appropriate master document containing that information.

3.3 Training and Development

3.3a. – VEHICLE OPERATOR/DRIVER TRAINING

Driver Training

Once qualified candidates are identified and hired, Cabarrus County Transportation Service provides initial and ongoing refresher training critical to ensure proper operations and adherence

to the transit providers' rules and regulations. Cabarrus County Transportation Service understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation.

- **Traffic Regulations** – Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).
- **Defensive Driving and Accident Prevention** – Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

Cabarrus County Transportation Service drivers are taught to always drive defensively. This means driving to avoid and prevent accidents. It means driving with the vehicle under control at all times, within the applicable speed limits, or less if driving conditions so indicate, and anticipating possible unsafe actions of other drivers. Special attention is given in the Cabarrus County Transportation Service safety program to hazardous conditions. These hazardous conditions include but are not limited to:

| | |
|--------------------------|---------------------------------------|
| Winter driving | Fog |
| Rainstorms/thunderstorms | Flash flooding |
| Tornadoes | Skids |
| Intersections | Following distance |
| Backing | Passing |
| Lane changes and turns | Pedestrians, bicycles and motorcycles |
| Railroad crossings | Rollovers |
| Expressways | Traffic congestion |

- **Vehicle Orientation and Inspection** – Training focuses on the type of vehicle that will be used in service. Significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.
- **Behind-the-wheel Training** – Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.
- **Passenger Sensitivity and Assistance Training** – Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The following subjects are included in the training:
 - Understanding passenger needs
 - Understanding disabilities
 - Americans with Disabilities Act (ADA)

- Communicating with passengers
- Sensitivity to passenger needs
- Mobility devices
- Lifting and body mechanics
- Providing assistance to passengers
- Wheelchair management/wheelchair management
- Lift and ramp operations
- Emergency procedures

Radio Usage

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all Cabarrus County Transportation Service employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall be tuned to the appropriate assigned frequency at all times.
- Staff will initiate communications by first stating who they are calling, and then who is making the call. At the completion of the transmission both parties will indicate that the transmission is completed by stating their call sign and “clear”.
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units’ transmissions will not be interrupted unless it is an emergency.
- When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, establish communications on the primary frequency and immediately shift to the secondary frequency. State the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following items as soon as possible:
 - Who they are and their location, in detail,
 - What assistance they need,
 - How many passengers they have and the nature of their condition(s),
 - Staff not involved with the emergency will stay off the radio; communications will be between Dispatch and the unit requesting assistance.
 - After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

Crisis Management Training – Training covers emergencies the driver may face while out on the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to handling violent perpetrators. The following subjects are included in the training:

- Accidents
- Ill and injured passengers
- Lift operations
- Fire safety
- Vehicle evacuation
- Blood borne pathogens (bodily fluid spill containment and clean up)
- Handling conflict
- Basic crisis management steps
- Transit security
- Securing the vehicle

First Aid

Cabarrus County Transportation Service provides basic First Aid training to drivers, including triage procedures, focusing on:

- Clearing air passages
- Controlling bleeding
- Blood borne pathogen protection
- Handling shock victims
- Reacting to seizures

3.3b. – TRAINING OF OTHER PERSONNEL

At a minimum, Cabarrus County Transportation Service includes the as part of the training curriculum for agency personnel not directly involved in revenue service:

Maintenance

- Mechanic Skill Development
- Defensive Driving
- CPR/First Aid/Triage
- Incident response protocols

Scheduling and Dispatching

- Scheduling and Dispatching Skill development
- Customer Relations
- Radio Usage
- Crisis Management
- Incident response protocols

Management and Supervision

- Leadership Skills
- Coaching, Counseling and Discipline
- Crisis Management
- Accident Investigation
- Crime scene Preservation and evidence collection requirements

3.3c. – TRAINING DOCUMENTATION

The Cabarrus County Transportation Service maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as a part of training requirements. Because training transit operations personnel is not a onetime activity Cabarrus County Transportation Service provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures and/or regulations.

3.4 Security Awareness

3.4a. – TRANSIT WATCH

The Cabarrus County Transportation Service supports Transit Watch and prepares all its employees to help promote safety and security within the community, region and nation.

Transit Watch was developed by the Federal Transit Administration (FTA) and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If something out of the ordinary and potentially dangerous is observed, it is to be reported immediately to the proper transit supervisor who may investigate and/or notify law enforcement authorities.

3.4b. – SUSPICIOUS ITEMS, VEHICLES, PEOPLE AND ACTIVITIES

Cabarrus County Transportation Service understands that it has a role to play in being a part of the eyes, ears and liability of the community and a part of the community's first line of defense. Therefore, it is vigilant and is committed to train and encourage all employees to be on the lookout for any suspicious people, activities, vehicles, packages or substances. Because Cabarrus County Transportation Service employees know their operating environment, know what is usual and unusual, they are taught to trust their gut reactions and report anything unusual, out of place or suspicious to dispatch/management who will then immediately pass this information on to the appropriate authorities.

All Cabarrus County Transportation Service employees are "On the Look Out" for and report to the transit agency the following:

Suspicious Items

Public transportation systems deal with items left unattended in stations and on vehicles all the time. These unattended packages impose a tremendous burden on security. Although unattended packages are rarely linked to explosive devices, they all represent a potential threat

and need to be examined systematically. If an unattended package is not deemed suspicious, it will be treated as lost property and handled according to agency protocol.

Cabarrus County Transportation Service trains employees to identify items, packages and devices as suspicious if they meet any of the following criteria:

- Common objects in unusual locations
- Uncommon objects in common locations
- A threatening message is attached
- Unusual wires or batteries are visible
- Stains, leaks or powdery residue are evident
- Sealed with excessive amounts of tape or string
- Lopsided or lumpy in appearance
- Tanks, bottles or bags are visible
- A clock or timer is attached
- A strange odor, cloud, mist, vapor or sound emanates from it
- Addressed with cut and paste lettering and/or common words misspelled
- Have excessive postage attached
- Abandoned by someone who quickly leaves the scene
- No one in the immediate area claims it as theirs
- An active attempt has been made to hide it (i.e. Placed in an out-of-the-way locations)

Once an item, package or device is determined to be suspicious

- the item is not touched or moved
- the area or vehicle is immediately evacuated uphill and upwind
- Radio and cell phones should not be used within 300 feet of the suspicious package
- system management is notified, and
- Appropriate action is taken (i.e., notifying of bomb analysis team).

Suspicious Vehicles

Cabarrus County Transportation Service understands that vehicles (cars, trucks, boats, bikes) are frequently used in criminal or terrorist attacks. Therefore, agency employees are trained to be alert to suspicious vehicles in and around their work environment. Employees are told to report vehicles to system management and authorities when they notice any of the following:

- Show signs of forced entry
- Have altered or makeshift company insignia or license plates
- Are located in an unauthorized area or near a potentially catastrophic target
- Contain unusual equipment which could be used in a violent act
- Appear to be overloaded and/or have bulging tires or sagging frames
- Emit unusual odors, leaks or residues

Suspicious People and Activities

Cabarrus County Transportation Service teaches its employees to be aware of suspicious people and activities. Employees are taught to focus on behaviors and not on a person's color, nationality, ethnicity or religion. The key concern in determining what is suspicious is always based on 1) where someone is, 2) when he or she is there, and 3) what he or she is doing. Employees are encouraged to trust their judgment based on their experience in and around the community, and the transit system, and that it normally is a combination of factors taking place that will accurately identify a suspicious person or act.

Specific actions that are of concern and may meet the threshold of reporting as suspicious include people appearing to be:

- gathering intelligence
- running security tests
- attempting infiltration
- conducting a dry run/drill
- deploying assets

Employees are taught by Cabarrus County Transportation Service to determine if a behavior is suspicious based on the following categories:

- attitude of the person
- apparel and accessories
- body language (e.g. reaction to uniformed presence)
- actions in and around crowds
- attention to secure or high profile locations

3.5 Safety Data Acquisition/Analysis Procedures

To Cabarrus County Transportation Service, understanding safety data is an important step toward allocating finite resources to implement safety program elements. Data on safety-related events such as

- passenger injuries or claims
- passenger complaints
- employee injuries
- accidents
- incidents
- EOL's
- turnarounds
- bus stops
- shelters

Is used to determine trends in system operations. The ultimate goal is to

identify and mitigate hazards before they cause accidents, thus boosting system performance and delivery of service to the riding public.





CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

EMS - Renewal of Non-Emergency Transport Franchise Agreement with American Transmed

BRIEF SUMMARY:

American Transmed is the non-emergency EMS transport provider for Cabarrus County. Cabarrus County has maintained a franchise agreement for the last three years with American Transmed. This has been a great working relationship that we are interested in continuing with this renewal request. Staff recommends a renewal period of three years. Franchise agreements require two readings and approvals so this item will also need to be scheduled for the July meeting but will not require a public hearing at that meeting.

REQUESTED ACTION:

Schedule Public Hearing. Motion to approve the Renewal of the Non-Emergency Transport Franchise Agreement with American Transmed with authorization for the County Manager to complete the agreement subject to review and approval of the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jimmy Lentz, Cabarrus County EMS Director.

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [American Transmed Contract](#)
 - ☐ [Franchise Ordinance](#)
 - ☐ [Certificate Of Insurance](#)
-

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
FRANCHISE AGREEMENT FOR

NON-EMERGENCY AMBULANCE
SERVICES

THIS FRANCHISE AGREEMENT FOR NON-EMERGENCY AMBULANCE SERVICES ("Agreement") is entered into effective the 1st day of July, 2018 by and between CABARRUS COUNTY ("County") and AMERICAN TRANSMED, INC. a South Carolina corporation ("Provider").

RECITALS

1. Pursuant to N.C. Gen. Stat. §153A-250, the County is authorized to enact an ordinance and to award franchises for operation of a non-emergency ambulance service.
2. Pursuant to that authority, the County has enacted Article 82 of its Code of Ordinances, permitting it to award such a franchise and regulate the operator of the same.
3. By ordinance duly enacted at its regular meetings on June 18, 2018 and July 17, 2018 the County's Board of Commissioners approved the awarding of a franchise for non-emergency ambulance services to Provider, subject to the provisions of the franchise ordinance, Article 82 of the Code of Ordinances and this Agreement.

In consideration of the above Recitals and the Terms below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

TERMS

1. Services and Scope to be performed. The Provider shall provide "Services" as set forth in the attached Exhibit A. In this Agreement, Services is defined as the goods, vehicles, materials, labor, services and/or supplies Provider is required to provide pursuant to this Agreement and all of the Provider's duties to the County and to Provider's customers and clients that arise from this Agreement, the franchise ordinance and Article 82 of the Code of Ordinances. Any amendments, corrections or change orders by either party must be in writing and signed by both parties.
2. Term. This Agreement shall commence on the date provided above and end on June 30, 2021. This Agreement shall not be automatically extended unless agreed to in writing by the County.
3. Insurance. Provider shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---------------------------|--|
| a) Workers' Compensation | \$100,000 bodily injury per each accident \$100,000 bodily injury by disease per employee, \$500,000 bodily injury per disease policy limit |
| c) General Liability | \$1,000,000 per occurrence/\$2,000,000 aggregate |
| e) Automobile Liability | \$1,000,000 per occurrence |
| f) Umbrella | \$1,000,000 per occurrence/\$2,000,000 aggregate |
| h) Professional Liability | \$1,000,000 per occurrence/\$2,000,000 aggregate |

The County reserves the right to require other coverages and higher limits if warranted by the nature of this Agreement and the type of Services to be provided. Provider shall provide the County with a Certificate of Insurance for review prior to the execution of this Agreement. Provider shall provide to the County immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Provider to provide such notice, Provider assumes sole responsibility for all losses incurred by the County for which insurance would have provided coverage. The insurance certificate shall be for the initial Agreement period and shall be renewed by the Provider for each subsequent extension period of the Agreement.

The County shall be named as an additional insured and it is required that coverage be placed with an "A" rated insurance company acceptable to the County. In the event that Provider fails at any time to maintain and keep in force the required insurance, the County has the right to cancel and terminate the Agreement without notice. Provider's insurance shall be considered primary and noncontributory.

4. Default. If the Provider fails to perform the Services in accordance with the provisions of this Agreement, including Exhibit A, or violate any of the provisions of the franchise ordinance or Article 82 of the Code of Ordinances, the County may, in its discretion, terminate this Agreement or perform or cause to be performed some or all of the Services, and doing so shall not waive any of the County's rights and remedies. The County will comply with the provisions of Section 82-57 of its Code of Ordinances prior to any termination. The Provider shall reimburse the County for all costs incurred by the County in exercising its right to terminate or to perform or cause to be performed some or all of the Services pursuant to this Agreement.

5. Notice. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery,

approved carrier, fax, or certified United States mail, return receipt requested, addressed as follows: if to the County, to its Contract Administrator; if to Provider to its billing address or main office address.

6. Indemnification. To the maximum extent allowed by law, the Provider shall defend, indemnify, and save harmless the County and its agents, officers, and employees, from and against all claims of any kind that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Provider or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except for damage or injury caused solely by the negligence of the County or its agents, officers or employees. In performing its duties under this section, the Provider shall at its sole expense defend the County and its agents, officers and employees with legal counsel reasonably acceptable to County. This provision shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) or termination of the Services of the Agreement.

7. Miscellaneous.

(a) Choice of Law or Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing.

(c) Compliance with Law. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers of functions. The Provider shall comply with all applicable laws, rules and regulations.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Assignment. Without the County's written consent, the Provider shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement. Unless the County otherwise agrees in writing, the Provider and all assigns shall be subject to all of the County's defenses and shall be liable for all of the Provider's duties that arise from this Agreement and all of the County's claims that arise from this Agreement.

(f) Principle of Interpretation. Although this Agreement is in part the County's standard form, the Provider acknowledges and agrees that this Agreement is deemed to be the product of negotiation and any ambiguity shall not be construed automatically against either party.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

IN WITNESS, the parties have executed this Agreement through their respective duly authorized agents or officers.

CABARRUS COUNTY

PROVIDER

COUNTY MANAGER

AMERICAN TRANSMED, INC.

ATTEST BY:

ATTEST BY: Stacey Davis

Date: _____

Date: May 23, 2018

Clerk to the Board

Title

Date: _____

Date: May 23, 2018

APPROVED BY COUNTY FINANCE OFFICER

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

County Finance Director



**FRANCHISE ORDINANCE OF THE CABARRUS
COUNTY BOARD OF COMMISSIONERS
GRANTING A FRANCHISE TO OPERATE
NON-EMERGENCY AMBULANCE SERVICE
TO AMERICAN TRANSMED**

WHEREAS, Cabarrus County regulates the provision of Vehicles For Hire in Article 82 of the Cabarrus County Code of Ordinances and N.C. Gen. Stat. §153A-250, including franchises for non-emergency ambulance services; and

WHEREAS, those services have been provided by American TransMed according to the standards defined in Section 82-52 of the Ordinance; and

WHEREAS, the Board of Commissioners have held a hearing as required by Section 82-53 of the Ordinance; and

WHEREAS, based on information submitted by American TransMed and information submitted at the hearing, the Board of Commissioners made the following findings:

- a. The public necessity and convenience requires the proposed ambulance service.
- b. Each such ambulance and its required equipment have been certified by the State as acceptable for the type of franchise requested.
- c. American TransMed and its officers or partners are responsible persons to conduct or work in the proposed business.
- d. Only duly certified emergency medical technicians are employed as operators and attendants by American TransMed for the non-emergency service franchise.
- e. All other requirements of Article 82 and all other applicable laws and ordinances have been met.

NOW THEREFORE, THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of Commissioners grants a franchise to American TransMed for the operation of non-emergency ambulance services for the period of July 1, 2018 to June 30, 2021.
2. The terms of this franchise shall include the following:
 - a. The geographic boundary for this franchise shall be the entirety of the County.
 - b. Any change in ownership or management of American TransMed shall terminate the franchise and shall require a new application and new franchise award.
 - c. The franchise may not be sold, assigned, mortgaged or otherwise transferred without the approval of the County and a finding of conformance with all requirements of Article 82.

- d. The terms of Section 82-57 of the Ordinance shall be included in the franchise agreement as they relate to termination, suspension, or revocation.
- e. The Board of Commissioners authorize the County Manager to negotiate and execute the franchise agreement with American TransMed, not inconsistent with this Ordinance, after drafting and review by the County Attorney.

Approved after readings in two consecutive regular meetings of the Board of Commissioners on June 18, 2018 and July 16, 2018, pursuant to N.C. Gen. Stat. §153A-46.

BOARD OF COMMISSIONERS OF CABARRUS COUNTY

Stephen M. Morris, Chairman

ATTEST:

Angela Poplin, Interim Clerk to the Board

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/27/2018

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

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

| | | | |
|---|--|--|--|
| PRODUCER BB&T Insurance Services, Inc. 47 Airpark Court (29607) P.O. Box 27149 Greenville, SC 29616-2149 | | CONTACT NAME: SC Certificate Team PHONE (A/C, No, Ext): 864 297-4444 FAX (A/C, No): 888-751-3014 E-MAIL ADDRESS: SCcertificates@bbandt.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A : ProAssurance Specialty Insurance Co Inc NAIC # 10179 | |
| | | INSURER B : AXIS Surplus Insurance Company 26620 | |
| | | INSURER C : Key Risk Insurance Company 10885 | |
| | | INSURER D : Continental Western Insurance Co 10804 | |
| | | INSURER E : | |
| | | INSURER F : | |

| | | |
|------------------|----------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
|------------------|----------------------------|-------------------------|

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | AFC9606618 | 05/01/2018 | 05/01/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | CNA4293763 | 05/01/2018 | 05/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 | | EAU787150012018 | 05/01/2018 | 05/01/2019 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y N/A | KEY0137493 | 08/01/2017 | 08/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Professional Liab | | AFC9606618 | 05/01/2018 | 05/01/2019 | \$1,000,000 Per Claim \$3,000,000 Aggregate |
| A | Abuse/Molestation | | AFC9606618 | 05/01/2018 | 05/01/2019 | \$1,000,000 Aggregate |

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

*Roger Shiflett and Greg Kirby are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

Cabarrus County
 P O Box 707
 Concord, NC 28026-0707

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John T. Cook, Jr.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Finance - Limited Obligation Bonds 2018 (Update on Debt Issuance)

BRIEF SUMMARY:

On May 16, 2018, Limited Obligation Bonds (LOBS) totaling \$54,680,000 were sold on behalf of Cabarrus County to finance for 1) Cabarrus County Schools an Elementary School, twenty mobile units, and HVAC replacements at Mt. Pleasant High School and JN Fries Middle School and for 2) Rowan Cabarrus Community College an Advanced Technology Center and Land for future expansion. The Finance Director will provide the outcome of the sale and provide a budget amendment and updated Project Ordinance.

REQUESTED ACTION:

Motion to approve the budget amendment to record the 2018 Limited Obligation Bond proceeds and the related project ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [LOBS 2018 Closing Memo](#)
 - ☐ [LOBS 2018 Budget Amendment](#)
 - ☐ [LOBS 2018 Project Ordinance](#)
-

CLOSING MEMORANDUM

DATE: May 16, 2018
TO: Working Group
FROM: Joe Niggel
Jonathan McCoy
RE: *Cabarrus County, North Carolina*
\$54,680,000 Limited Obligation Bonds, Series 2018A

The pre-closing for the above-referenced transaction will be conducted at the offices of Nexsen Pruet, PLLC, 227 West Trade Street, Suite 1550, Charlotte, North Carolina on Tuesday, May 15 starting at 3:30 p.m. The transaction will close in this same office beginning at 9:30 a.m. on Wednesday, May 16, 2018, upon receipt of funds and release of the Bonds.

I. Sources and Uses of Funds:

| Sources of Funds: | Series 2018A |
|--------------------------------|------------------------|
| Par Amount | \$54,680,000.00 |
| Total Sources of Funds: | \$54,680,000.00 |

| Uses of Funds: | |
|-----------------------------|------------------------|
| Elementary School | \$28,911,578.00 |
| Advanced Tech Center | 14,293,000.00 |
| School Mobile Units | 2,095,676.00 |
| RCCC Land Purchase | 1,586,000.00 |
| HVAC, JN Fries | 3,011,267.00 |
| HVAC, MPHS | 4,276,945.00 |
| Total Project Cost | 54,174,466.00 |
| Cost of Issuance | 505,534.00 |
| Total Uses of Funds: | \$54,680,000.00 |

Budget Revision/Amendment Request

Date: 6/18/2018

Amount: 14,637,000.00

Dept. Head: Susan Fearington

Department: Finance- LOBS 2018 Fd 370

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment adjusts the accounts in Fund 370 (LOBS 2018) for the final 2018 Limited Obligation Bond sale.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|-----------------------------|------------------------------------|-----------------|-----------------|-----------------|----------------|
| 370 | 6 | 0000-6918 | Proceeds from LOBS | 40,043,000.00 | 14,637,000.00 | | 54,680,000.00 |
| 370 | 9 | 0000-9609 | Legal | 750,000.00 | | 244,466.00 | 505,534.00 |
| 370 | 9 | 7345-9820 | Construction - Elem School | 25,000,000.00 | 3,911,578.00 | | 28,911,578.00 |
| 370 | 9 | 7506-9801 | Land Acquisition - RCCC | 135,000.00 | 1,586,000.00 | | 1,721,000.00 |
| 370 | 9 | 7338-9820 | Other Improv - School Mobile Units | - | 2,095,676.00 | | 2,095,676.00 |
| 370 | 9 | 7339-9820 | Other Improv - HVAC - JN Fries | - | 3,011,267.00 | | 3,011,267.00 |
| 370 | 9 | 7337-9820 | Other Improv - HVAC - MPHS | - | 4,276,945.00 | | 4,276,945.00 |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

Attachment number 2 \n

Budget Revision/Amendment Request

Date: 4-30-18

Amount: 1,279,054.00

Dept. Head: Susan Fearington

Department: Finance

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

Purpose: Reverse Budget Amendment 2018-08-551 so correct BA can be entered.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|-----------------------------|-------------------------|-----------------|-----------------|-----------------|----------------|
| 343 | 6 | 7240-6905 | Proceeds from Lease | 1,279,054.00 | | 1,279,054.00 | 0.00 |
| 343 | 9 | 7240-9801 | Land Acquisition | 1,279,054.00 | | 1,279,054.00 | 0.00 |
| | | | | | | | 0.00 |
| 001 | 9 | 1910-9660 | Contingency | 756,630.17 | 310,450.00 | | 1,067,080.17 |
| 001 | 9 | 9120-991401 | Capital Lease Principal | 442,828.00 | | 310,450.00 | (132,378.00) |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

CABARRUS COUNTY LIMITED OBLIGATION BONDS 2018 PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

| | |
|-----------------------------------|-------------|
| Capital Reserve Contribution | \$3,500,200 |
| Capital Project Fund Contribution | 517,197 |
| General Fund Contribution | 901,000 |
| Debt Proceeds | 54,680,000 |

| | |
|-----------------------|---------------------|
| TOTAL REVENUES | \$59,598,397 |
|-----------------------|---------------------|

- C. The following appropriations are made as listed.

| | |
|--------------------------------------|--------------|
| RCCC – Advanced Technology Center | \$15,873,396 |
| Southwest Elementary School -CCS | 32,114,579 |
| Land - RCCC | 1,721,000 |
| Legal Fees | 505,534 |
| Mobile Units – CCS | 2,095,676 |
| HVAC Replacement – JN Fries | 3,011,267 |
| HVAC Replacement – Mt. Pleasant High | 4,276,945 |

| | |
|---------------------------|---------------------|
| TOTAL EXPENDITURES | \$59,598,397 |
|---------------------------|---------------------|

| | |
|-----------------------------------|---------------------|
| GRAND TOTAL – REVENUES | \$59,598,397 |
| GRAND TOTAL – EXPENDITURES | \$59,598,397 |

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18th Day of June 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Finance - Resolution Authorizing Cabarrus County to Engage in Electronic Payments Under New Administrative Rules

BRIEF SUMMARY:

The North Carolina 2015 Legislature modified GS 159-28 (d2) to allow the Local Government Commission (LGC) to adopt rules to address the execution of the pre-audit and disbursement process related to electronic transactions for local government units. The LGC addressed the modification and the new pre-audit and disbursement rules became effective on November 1, 2017 and notified Local Government Units on March 12, 2018. The new guidance exists as part of the North Carolina Administrative Code (20 NCAC 03.0409 and 20 NCAC 03.0410).

Cabarrus County can now be exempt from the pre-audit certificate and disbursement certificate requirements on electronic transactions if the requirements as detailed in the new administrative code rules are followed.

There are several steps to take advantage of the new administrative code rules for electronic transactions. The attached resolution satisfies the initial step for electronic obligations and electronic payments. After the resolution is adopted the Finance Director will then be authorized to complete the remaining steps by updating the County's Purchasing Policy to include the required procedures for electronic payments.

None of the rule changes exempt a unit of government from going through the pre-audit process; the rules only exempt a unit from affixing the certificate of pre-audit on electronic transactions.

REQUESTED ACTION:

Motion to adopt the Electronic Payment Process Resolution and authorize the Finance Director to carry out the Resolution procedures.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**ATTACHMENTS**

- ☐ [Resolution for Electronic Disbursements](#)
 - ☐ [GS 159 Budgetary Accounting](#)
 - ☐ [Preaudit exemption](#)
 - ☐ [Disbursement Certificate exemption](#)
-



**CABARRUS COUNTY
RESOLUTION AUTHORIZING CABARRUS COUNTY
TO ENGAGE IN ELECTRONIC PAYMENTS AS DEFINED BY G.S. 159-28**

WHEREAS, it is the desire of the Board of Commissioners that Cabarrus County is authorized to engage in electronic payments as defined by G.S. 159-28; and

WHEREAS, it is the responsibility of the Finance Officer, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and

WHEREAS, it is the responsibility of the Finance Officer, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Cabarrus County, that:

- Section 1. Authorizes Cabarrus County to engage in electronic payments as defined by G.S. 159-28;
- Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409;
- Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and
- Section 4. This resolution shall take effect immediately upon its passage.

Adopted this 18th day of June 2018.

Stephen M. Morris, Chairman
Board of Commissioners

ATTEST:

Angela Poplin, Interim Clerk to the Board

§ 159-28. Budgetary accounting for appropriations.

(a) Incurring Obligations. – No obligation may be incurred in a program, function, or activity accounted for in a fund included in the budget ordinance unless the budget ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the transaction for the current fiscal year. No obligation may be incurred for a capital project or a grant project authorized by a project ordinance unless that project ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay the sums obligated by the transaction. Nothing in this section shall require a contract to be reduced to writing.

(a1) Preaudit Requirement. – If an obligation is reduced to a written contract or written agreement requiring the payment of money, or is evidenced by a written purchase order for supplies and materials, the written contract, agreement, or purchase order shall include on its face a certificate stating that the instrument has been preaudited to assure compliance with subsection (a) of this section. The certificate, which shall be signed by the finance officer, or any deputy finance officer approved for this purpose by the governing board, shall take substantially the following form:

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

(Signature of finance officer)."

(a2) Failure to Preaudit. – An obligation incurred in violation of subsection (a) or (a1) of this section is invalid and may not be enforced. The finance officer shall establish procedures to assure compliance with this section, in accordance with any rules adopted by the Local Government Commission.

(b) Disbursements. – When a bill, invoice, or other claim against a local government or public authority is presented, the finance officer shall either approve or disapprove the necessary disbursement. If the claim involves a program, function, or activity accounted for in a fund included in the budget ordinance or a capital project or a grant project authorized by a project ordinance, the finance officer may approve the claim only if both of the following apply:

- (1) The finance officer determines the amount to be payable.
- (2) The budget ordinance or a project ordinance includes an appropriation authorizing the expenditure and either (i) an encumbrance has been previously created for the transaction or (ii) an unencumbered balance remains in the appropriation sufficient to pay the amount to be disbursed.

The finance officer may approve a bill, invoice, or other claim requiring disbursement from an intragovernmental service fund or trust or agency fund not included in the budget ordinance, only if the amount claimed is determined to be payable. A bill, invoice, or other claim may not be paid unless it has been approved by the finance officer or, under subsection (c) of this section, by the governing board. The finance officer shall establish procedures to assure compliance with this subsection, in accordance with any rules adopted by the Local Government Commission.

(c) Governing Board Approval of Bills, Invoices, or Claims. – The governing board may, as permitted by this subsection, approve a bill, invoice, or other claim against the local government or public authority that has been disapproved by the finance officer. The governing board may not approve a claim for which no appropriation appears in the budget ordinance or in a project ordinance, or for which the appropriation contains no encumbrance and the unencumbered balance is less than the amount to be paid. The governing board shall approve payment by formal resolution stating the board's reasons for allowing the bill, invoice, or other

claim. The resolution shall be entered in the minutes together with the names of those voting in the affirmative. The chairman of the board, or some other member designated for this purpose, shall sign the certificate on the check or draft given in payment of the bill, invoice, or other claim. If payment results in a violation of law, each member of the board voting to allow payment is jointly and severally liable for the full amount of the check or draft given in payment.

(d) Payment. – A local government or public authority may not pay a bill, invoice, salary, or other claim except by any of the following methods:

- (1) Check or draft on an official depository.
- (2) Bank wire transfer from an official depository.
- (3) Electronic payment or an electronic funds transfer originated by the local government or public authority through an official depository.
- (4) Cash, if the local government has adopted an ordinance authorizing the use of cash, and specifying the limits of the use of cash.

(d1) Except as provided in this section, each check or draft on an official depository shall bear on its face a certificate signed by the finance officer or a deputy finance officer approved for this purpose by the governing board (or signed by the chairman or some other member of the board pursuant to subsection (c) of this section). The certificate shall take substantially the following form:

"This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)."

(d2) An electronic payment or electronic funds transfer shall be subject to the preaudit process in accordance with this section and any rules adopted by the Local Government Commission. The rules so adopted shall address execution of electronic payment or electronic funds transfer and how to indicate that the finance officer or duly appointed deputy finance officer has performed the preaudit process in accordance with this section. A finance officer or duly appointed deputy finance officer shall be presumed in compliance with this section if the finance officer or duly appointed deputy finance officer complies with the rules adopted by the Local Government Commission.

(e) Penalties. – If an officer or employee of a local government or public authority incurs an obligation or pays out or causes to be paid out any funds in violation of this section, that officer or employee, and the sureties on any official bond for that officer or employee, are liable for any sums so committed or disbursed. If the finance officer or any duly appointed deputy finance officer gives a false certificate to any contract, agreement, purchase order, check, draft, or other document, the finance officer or duly appointed deputy finance officer, and the sureties on any official bond, are liable for any sums illegally committed or disbursed thereby. The governing board shall determine, by resolution, if payment from the official bond shall be sought and if the governing body will seek a judgment from the finance officer or duly appointed deputy finance officer for any deficiencies in the amount.

(e1) Inclusion of the contract term in accordance with G.S. 143-133.3(b) shall be deemed in compliance with G.S. 143-133.3(a).

(f) The certifications required by subsections (a1) and (d1) of this section shall not apply to any of the following:

- (1) An obligation or a document related to the obligation has been approved by the Local Government Commission.
- (2) Payroll expenditures, including all benefits for employees of the local government.

- (3) Electronic payments, as specified in rules adopted by the Local Government Commission.
- (g) As used in this section, the following terms shall have the following meanings:
 - (1) Electronic funds transfer. – A transfer of funds initiated by using an electronic terminal, a telephone, a computer, or magnetic tape to instruct or authorize a financial institution or its agent to credit or debit an account.
 - (2) Electronic payment. – Payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer. (1971, c. 780, s. 1; 1973, c. 474, ss. 22, 23; 1975, c. 514, s. 12; 1979, c. 402, ss. 7, 8; 2010-99, s. 1; 2012-156, s. 1; 2015-246, s. 6(a); 2015-294, s. 2.)

20 NCAC 03 .0409 EXEMPTION FROM PREAUDIT CERTIFICATE REQUIREMENT FOR ELECTRONIC PAYMENTS

(a) To qualify for an exemption from the preaudit certificate requirement in G.S. 159-28(a1) or G.S. 115C-441(a1) for electronic payments, a local government, public authority, or local school administrative unit, herein referred to as "the unit," shall do the following:

- (1) The unit's governing board shall adopt a resolution authorizing the unit to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441;
- (2) The unit shall have an "encumbrance system." As used in this Rule, an "encumbrance system" means a system of written policies and procedures for tracking obligations. The system may be manual, maintained as part of the unit's accounting system, or a combination of the two;
- (3) The unit's governing board, or finance officer if authorized by the unit's governing board, shall adopt a written policy outlining procedures for preauditing obligations that will be incurred by electronic payments. The written policy and the procedures shall provide internal controls that shall ensure the following:
 - (A) there is a budget, project, or grant ordinance appropriation authorizing the expenditure;
 - (B) that sufficient budgeted monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance; and
 - (C) that the amount of the transaction is recorded in the unit's encumbrance system;
- (4) The unit shall provide training to all personnel about the written policy and the procedures that shall be followed before undertaking an electronic payment; and
- (5) Each quarter, the unit shall provide its governing board a budget-to-actual statement that includes the following:
 - (A) budgeted accounts;
 - (B) actual payments made;
 - (C) amounts encumbered, including electronic obligations; and
 - (D) the amount of the budget that is unobligated for all major funds.

(b) Units that comply with Subparagraphs (a)(1) through (5) of this Rule shall not be required to affix the preaudit language required in G.S. 159-28 (a1) or G.S. 115C-441 (a1) to electronic payments transacted with:

- (1) charge cards;
- (2) credit cards;
- (3) debit cards;
- (4) gas cards;
- (5) procurement cards; or
- (6) electronic funds transfers.

*History Note: Authority G.S. 159-28(f)(3); 115C-441(f)(3);
Eff. November 1, 2017.*

20 NCAC 03 .0410 EXEMPTION FROM DISBURSEMENT CERTIFICATE REQUIREMENT FOR ELECTRONIC PAYMENTS

(a) To qualify for an exemption from the disbursement certificate requirement in G.S. 159-28(d1) and G.S. 115C-441(d1) for electronic payments, a local government, public authority, or local school administrative unit, herein referred to as "the unit," shall do the following:

- (1) The unit's governing board shall adopt a resolution authorizing the unit to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and
- (2) The unit's governing board, or finance officer if authorized by the governing board, shall adopt a written policy outlining procedures for disbursing public funds by electronic transaction. The written policy and the procedures shall provide internal controls that shall ensure the following:
 - (A) that the amount claimed is payable;
 - (B) that there is a budget, project, or grant ordinance appropriation authorizing the expenditure;
 - (C) that monies remain within the appropriation to cover the amount that is due during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance; and
 - (D) that the unit has sufficient cash to cover the payment.

(b) Units that comply with Subparagraphs (a)(1) and (2) of this Rule shall not be required to affix the disbursement certificate required in G.S. 159-28 (d1) or G.S. 115C-441 (d1) to any electronic payments.

History Note: *Authority G.S. 159-28(f)(3); 115C-441(f)(3);
Eff. November 1, 2017.*



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Finance - Update of Capital Project Fund Budgets and Related Project Ordinances

BRIEF SUMMARY:

Each year the multi-year fund budgets and Project Ordinances are evaluated and updated. Based on the Finance Department's evaluation:

Budget amendments and project ordinance updates are included with this agenda for the Construction and Renovation Fund (Fund 343), the School Construction Fund (Fund 364), the Community Development Block Grant Fund (Fund 410), the Capital Reserve Fund (Fund 450), the Small Projects Fund (Fund 460) and the Cannon Memorial Library Fund (Fund 534).

REQUESTED ACTION:

Motion to approve the Multi-year Budget Amendments and revised Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susan Fearrington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Fd 343 and 364 BA](#)
 - ☐ [Fd 410 BA](#)
 - ☐ [Fd 450, 460 and 534 BA](#)
 - ☐ [Fd 343 Cont & Reno Project Ordinance](#)
 - ☐ [Fd 364 School Const.Project Ordinance](#)
 - ☐ [Fd 410 CDBG Project Ordinance](#)
 - ☐ [Fd 460 Small Projects Project Ordinance](#)
 - ☐ [Fd 534 Cannon Memorial Lib Project Ordinance](#)
 - ☐ [Fd 450 Capital Reserve Proj Ord](#)
-

Budget Revision/Amendment Request

Date: 6/18/2018

Amount: \$ 886,806.23

Dept. Head: Susan Fearington, (prepared by staff)

Department: Finance, Multiple Capital Projects Funds

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This Budget Amendment moves funds from the completed FLP PLOT project, Arena LIGHT project and the Arena SIGNS project to the AVAIL funds for Projects within the Construction and Renovation Fund in the amount of \$18,350.98, increases Tower Lease Rental Fees for additional FY18 rental fees and establishes the FY19 rental fee budget in the amount of \$121,595.85 and closes the completed Early College Project in the School Construction Fund in the amount of \$746,859.40.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|-----------------------------|----------------------------------|-----------------|-----------------|-----------------|----------------|
| 343 | 6 | 8310-6921-LIGHT | Cont'b from Capital Reserve Fund | 132,034.47 | | 2,800.00 | 129,234.47 |
| 343 | 9 | 8310-9606-LIGHT | Engineers | 17,000.00 | | 2,800.00 | 14,200.00 |
| | | | | | | | |
| 343 | 6 | 8310-6921-SIGNS | Cont'b from Capital Reserve Fund | 112,500.00 | | 1,240.00 | 111,260.00 |
| 343 | 9 | 8310-9830-SIGNS | Other Improvements | 112,500.00 | | 1,240.00 | 111,260.00 |
| | | | | | | | |
| 343 | 6 | 8140-6921-PLot | Cont'b from Capital Reserve Fund | 24,907.66 | | 14,310.98 | 10,596.68 |
| 343 | 9 | 8140-9830-PLot | Other Improvements | 236,960.00 | | 14,310.98 | 222,649.02 |
| | | | | | | | |
| 343 | 6 | 0000-6921-AVAIL | Cont'b from Capital Reserve Fund | 144,957.86 | 18,350.98 | | 163,308.84 |
| 343 | 9 | 0000-9830-AVAIL | Other Improvements | 179,560.06 | 18,350.98 | | 197,911.04 |
| | | | | | | | |
| 343 | 6 | 2740-6614 | Rental Fees - Tower | 726,098.55 | 121,595.85 | | 847,694.40 |
| 343 | 9 | 2740-9331 | Minor Office Equipment | 1,904,512.21 | 121,595.85 | | 2,026,108.06 |

Attachment number 1 \n

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|-------------------|
| | | | | | | | |
| 364 | 6 | 7343-6902 | Contribution from General Fund | 746,859.40 | | 746,859.40 | 0.00 |
| 364 | 9 | 7343-9820 | Construction Early College | 746,859.40 | | 746,859.40 | 0.00 |
| | | | | | | | |

Budget Officer

☐ Approved

☐ Denied

County Manager

☐ Approved

☐ Denied

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

Signature

Date

Signature

Date

Budget Revision/Amendment Request

Date: **6/18/2018**

Amount: **230,828.47**

Dept. Head: **Susan Farrington (prepared by staff)**

Department: **Finance**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment is to close completed projects in the Community Development Block Grant Fund (FUND 410).

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|--|--------------------|--------------------|--------------------|----------------|
| 410 | 6 | 3668-6432 | Home 2011 Consortium Revenues | 125,706.00 | - | 125,706.00 | 0.00 |
| 410 | 6 | 3668-6606 | Home 2011 Program Fees | 26,290.00 | - | 26,290.00 | 0.00 |
| 410 | 6 | 3668-6902 | Home 2011 Contribution from the General Fund | 30,000.00 | - | 30,000.00 | 0.00 |
| 410 | 9 | 3668-9383 | Home 2011 Sub Contractor | 173,881.00 | - | 173,881.00 | 0.00 |
| 410 | 9 | 3668-9605 | Home 2011 Consultant | 8,115.00 | - | 8,115.00 | 0.00 |
| | | | | | | | |
| 410 | 6 | 3671-6432 | Home 2013 Consortium Revenues | 27,541.45 | - | 27,541.45 | 0.00 |
| 410 | 6 | 3671-6902 | Home 2013 Contribution from the General Fund | 21,291.02 | - | 21,291.02 | 0.00 |
| 410 | 9 | 3671-9383 | Home 2013 Sub Contractor | 48,213.32 | - | 48,213.32 | 0.00 |
| 410 | 9 | 3671-9605 | Home 2013 Consultant | 619.15 | - | 619.15 | 0.00 |
| | | | | | | | |

Total 0.00

Budget Officer

☐ Approved

☐ Denied

Signature

Date

County Manager

☐ Approved

☐ Denied

Signature

Date

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

Budget Revision/Amendment Request

Date: 6/18/2018

Amount: 682,200.46

Dept. Head: Susan Fearington (prepared by Sarah Chesley)

Department: Finance - 460 Small Proj, 450 CR, 534 Library Funds

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒

Supplemental Request

This budget amendment is a result of our end of year review of the multi-year funds 460 Small Projects Fund, 534 Cannon Memorial Library Fund and 450 Capital Reserve Fund. We are increasing revenue and expenditure budgets.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|--------------------------------------|--------------------|-----------------|--------------------|----------------|
| 460 | 6 | 0000-6023 | Deferred Tax Collection | 1,525,978.76 | 340,000.00 | | 1,865,978.76 |
| 460 | 6 | 0000-602301 | Deferred Tax Collection - Prior Year | 18,000.00 | 17,500.00 | | 35,500.00 |
| 460 | 6 | 0000-6024 | Deferred Tax Interest | 266,381.99 | 38,000.00 | | 304,381.99 |
| 460 | 6 | 0000-6701 | Interest on Investments | 7,751.00 | 25,000.00 | | 32,751.00 |
| 460 | 9 | 0000-9830 | Other Improvements | 1,807,422.19 | 433,500.00 | | 2,240,922.19 |
| | | | | | | | |
| 460 | 6 | 1610--6701 | Interest on Investments | 39,251.21 | 4,100.00 | | 43,351.21 |
| 460 | 6 | 1610-6501-0258 | Register of Deeds | 1,433,668.96 | 110,000.00 | | 1,543,668.96 |
| 460 | 9 | 1610-9407 | Automation & Enhancement | 1,550,424.75 | 114,100.00 | | 1,664,524.75 |
| | | | | | | | |
| 460 | 6 | 3270-6606-DRILL | DRILL Program Fees | 11,999.54 | 1,100.46 | | 13,100.00 |
| 460 | 9 | 3270-9419-DRILL | DRILL Repairs and Maint | 11,999.54 | 1,100.46 | | 13,100.00 |
| | | | | | | | |
| 534 | 6 | 8240-6701 | Interest on Investments | 154,301.00 | 1,500.00 | | 155,801.00 |
| 534 | 9 | 8240-9704 | Contribution to General Fund | 1,030,379.29 | 1,500.00 | | 1,031,879.29 |
| | | | | | | | |

Attachment number 3 \n

| | | | | | | | |
|-----|---|-----------|-------------------------|---------------|------------|--|---------------|
| 450 | 6 | 7220-6701 | Interest on Investments | 415,142.00 | 145,000.00 | | 560,142.00 |
| 450 | 9 | 7220-9821 | Building & Renovations | 11,549,607.20 | 145,000.00 | | 11,694,607.20 |

Budget Officer

- ☐ Approved
- ☐ Denied

Signature

Date

County Manager

- ☐ Approved
- ☐ Denied

Signature

Date

Board of Commissioners

- ☐ Approved
- ☐ Denied

Signature

Date

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

| | |
|---|-------------|
| Capital Reserve Fund Contribution | \$7,067,399 |
| Rental – Tower Lease | 847,693 |
| Lease Proceeds (Robert Wallace Park) | 4,596,394 |
| General Fund Contribution | 5,103,780 |
| Sale of Fixed Assets | 423,417 |
| Contributions and Donations | 117,036 |
| Park & Recreation Trust Fund(PARTF) Grant | 350,000 |
| Capital Projects Fund Contribution | 5,775 |

| | |
|-----------------------|---------------------|
| TOTAL REVENUES | \$18,511,494 |
|-----------------------|---------------------|

- D. The following appropriations are made as listed.

| | |
|---|-----------|
| Tax Collector Renovation | \$128,898 |
| Elevator Modernization Government Center | 180,000 |
| Multiple building Fall Protection Measures | 350,000 |
| BOE Election Equipment | 323,000 |
| County Website Design | 283,750 |
| Jail Camera Upgrade | 117,000 |
| LEC Law Enforcement Technology | 786,932 |
| Training & Firing Range Renovation | 50,000 |
| Courthouse Expansion | 1,100,000 |
| Public Safety Training Center | 90,000 |
| Emergency Communications Equipment | 2,221,086 |
| JM Robinson High School Wetlands Mitigation | 100,000 |
| Robert Wallace Park | 8,147,964 |
| Frank Liske Park – Western Playground Restrooms | 375,000 |
| Frank Liske Park – Barn Restrooms | 102,000 |
| Frank Liske Park Overflow Parking | 222,649 |
| Carolina Thread Trail | 109,329 |
| Arena- Restroom Renovation | 78,170 |
| Arena –Aisle Safety Lighting | 129,260 |
| Arena – Marque Replacement & Sign | 111,234 |
| Landfill Retaining Wall | 325,000 |
| Veterans Services Improvements | 95,000 |

| | |
|------------------------------------|-------------------------|
| Cooperative Ext. ADA Bathrooms | 150,000 |
| Furniture Replacements | 178,723 |
| RCCC Land for future expansion | 1,244,001 |
| Senior Center Parking Lot | 64,476 |
| EMS Heart Monitors | 550,111 |
| EMS Co-location – Concord Fire #11 | 375,000 |
| Governmental Center ADA Bathrooms | 205,000 |
| ITS Fiber Technology Improvements | 120,000 |
| Unassigned | 197,911 |
| TOTAL EXPENDITURES | \$18,511,494 |
| GRAND TOTAL – REVENUES | \$18,511,494 |
| GRAND TOTAL – EXPENDITURES | \$18,511,494 |

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.

9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18th Day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SCHOOL CONSTRUCTION PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the projects are listed in section D. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
 - a. It is estimated that the following revenues will be available to complete capital projects as listed.

| | |
|------------------------------------|-----------|
| General Fund Contribution | \$96,262 |
| Capital Reserve Contribution | 3,828,030 |
| Capital Projects Fund Contribution | 194,612 |

| | |
|-----------------------|--------------------|
| TOTAL REVENUES | \$4,118,904 |
|-----------------------|--------------------|

- C. The following appropriations are made as listed.

| | |
|---|-----------|
| Site Evaluations-Multiple Schools | 30,000 |
| Kannapolis Intermediate Renovations-Carver Elem | 1,520,978 |
| CBTC Campus Renovations, Safety, Security | 184,075 |
| CBTC A/C Units Replacement Phase I and II | 205,000 |
| Concord Middle School Roof | 968,853 |
| Harrisburg Elementary School Roof | 685,531 |
| Cox Elementary Sewer Relocation | 25,000 |
| Patriots Elementary Mobile Units | 122,100 |
| J.N. Fries Middle School Other Improvements | 300,000 |
| Available Other Improvements | 77,367 |

| | |
|---------------------------|--------------------|
| TOTAL EXPENDITURES | \$4,118,904 |
|---------------------------|--------------------|

| | |
|-----------------------------------|--------------------|
| GRAND TOTAL – REVENUES | \$4,118,904 |
| GRAND TOTAL – EXPENDITURES | \$4,118,904 |

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the

governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18TH day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY COMMUNITY DEVELOPMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed by Home Program Grant and the Department of Commerce. The projects are referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

| | |
|----------------|-------------------|
| CDBG: | |
| Sub-Contractor | \$ 34,997 |
| Home 2012: | |
| Sub-Contractor | 117,841 |
| Consultants | 5,570 |
| Home 2015: | |
| Sub-Contractor | 122,592 |
| Consultants | 5,423 |
| Home 2016: | |
| Sub-Contractor | 119,392 |
| Consultants | <u>5,682</u> |
| Total | <u>\$ 411,497</u> |

Section 4. The following budgeted revenues are anticipated to be available to complete these projects.

| | |
|--------------------------------|-------------------|
| CDBG: | |
| Program Fees | \$ 34,997 |
| Home 2012: | |
| Home Consortium Revenues | 98,411 |
| Contribution from General Fund | 25,000 |
| Home 2015: | |
| Home Consortium Revenues | 95,815 |
| Program Fees | 7,200 |
| Contribution from General Fund | 25,000 |
| Home 2016: | |
| Home Consortium Revenues | 100,074 |
| Contribution from General Fund | <u>25,000</u> |
| Total | <u>\$ 411,497</u> |

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and State regulations.

Section 6. Funds may be advanced from the General Fund for the purpose or making payments as due. Reimbursement requests should be made to the grantor agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues Attachment number 6 \n

received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may either enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 18th day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

| | |
|---|--------------------|
| Board of Elections Department | |
| Interest on Investments | \$ 34,098 |
| Contribution from General Fund | 61,484 |
| Contribution from Capital Reserve | 150,000 |
| | <hr/> \$ 245,582 |
| Register of Deeds Department: | |
| Register of Deeds Fees | \$1,543,669 |
| Interest on Investments | 43,351 |
| Contribution from General Fund | 77,504 |
| | <hr/> \$1,664,524 |
| Soil and Water Department: | |
| Other Improvement Projects | \$216,736 |
| Clean Water Trust Fund Grant Cox Mill | 529,819 |
| Clarke Creek Grant | 28,014 |
| EEP Contract | 16,900 |
| Porter Project2 | 266,967 |
| ADFP Grant | 60,146 |
| Drill Program Fees | 13,100 |
| Suther Farm Project | 780,000 |
| Stewardship Fund | 36,421 |
| | <hr/> \$1,948,103 |
| Local Agricultural Preservation Projects: | |
| Contribution from General Fund | \$13,800 |
| Deferred Farm Tax Collections | 1,928,988 |
| Deferred Farm Tax Interest | 304,382 |
| Interest on Investments | 32,751 |
| | <hr/> \$2,279,921 |
| TOTAL REVENUES | \$6,138,130 |

- D. The following appropriations are made as listed:

| | |
|--|------------|
| Board of Elections Department: | |
| Board of Elections Equipment and Furniture | \$ 245,582 |

| | |
|---|------------------------|
| Register of Deeds Department: | |
| Register of Deeds Automation & Preservation | \$ 1,664,524 |
| Soil and Water Department: | |
| Other Improvement Projects | \$216,736 |
| Clean Water Trust Fund Grant | 529,819 |
| Clarke Creek Grant | 28,014 |
| EEP Contract | 16,900 |
| Porter Project2 | 266,967 |
| ADFP Conservation Easement | 60,146 |
| Drill Repair & Maintenance | 13,100 |
| Stewardship | 36,421 |
| Suther Farm Project | 780,000 |
| | <u>\$1,948,103</u> |
| Local Agricultural Preservation Projects: | |
| Other Improvement Projects | \$2,279,921 |
| TOTAL EXPENDITURES | \$6,138,130 |
| GRAND TOTAL – REVENUES | \$6,138,130 |
| GRAND TOTAL – EXPENDITURES | \$6,138,130 |

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The County Manager or designee may adjust debt financing from estimated

projections to actual funds received.

7. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 18th day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CANNON MEMORIAL LIBRARY
CAPITAL PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for the purpose of collecting and appropriating contributions and private donations received specifically for the Cabarrus County Cannon Memorial Library System.

Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

| | |
|--------------------------------|---------------------|
| Bank Service Charges - Concord | \$ 3,585 |
| Contribution to General Fund | \$ 1,031,879 |
| Renovations Architects | \$ 9,740 |
| Midland Library Circulation | \$ 100,302 |
| Total | \$ 1,145,506 |

Section 4. The following revenues are anticipated to be available to complete this project:

| | |
|---|---------------------|
| Contributions and Private Donations | \$ 923,758 |
| Contributions and Donations - Flowe Trust | \$ 11,331 |
| Interest on Investments | \$ 155,801 |
| Interest on Investments - Trust | \$ 44,876 |
| Private Donation for Mt. Pleasant Library | \$ 9,740 |
| Total | \$ 1,145,506 |

Section 5. The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. Copies of this project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Capital Project Ordinance is closed.

Attachment number 8 \n

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 18th day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

| | |
|---|---------------------|
| Contributions from General Fund | \$79,684,286 |
| Contributions from CVB | 573,771 |
| Contribution from Capital Projects Fund | 338,309 |
| Interest on Investments | 560,142 |
| TOTAL REVENUES | \$81,156,508 |

- D. The following appropriations are made as listed:

| | |
|--|------------|
| Mt. Pleasant Middle School | 3,627,164 |
| Royal Oaks Elementary | 4,476,490 |
| Kannapolis Middle School | 5,018,148 |
| Odell 3-5 Elementary School | 19,755,175 |
| Kannapolis Intermediate Renovation(Carver) | 1,520,978 |
| CBTC Campus Renovations, Safety, Security | 184,075 |
| CBTC A/C Unit Replacement Phase II | 105,000 |
| Concord Middle School Roof | 884,359 |
| Harrisburg Elementary School Roof | 630,306 |
| R. Brown McAllister School | 30,000 |
| RCCC – A/C Replacement | 100,000 |
| West Cabarrus High School | 8,941,495 |
| Performance Learning Center | 590,709 |
| RCCC – Advanced Technology Center | 1,580,396 |
| New CCS Elementary School | 2,437,001 |
| Community College Renovations | 280,043 |
| Cabarrus County Schools – Buses FY16 | 875,000 |
| Cabarrus County Schools – Mobile Units FY16 | 1,110,000 |
| Cabarrus County Schools yellow buses (10) FY17 | 880,000 |
| Cabarrus County Schools mobile units (20) FY17 | 2,400,000 |
| Kannapolis City Schools yellow buses (5) | 441,739 |
| School Contingency | 1,581,389 |
| IAM Facility and Warehouse | 2,141,264 |
| Downtown Parking Deck | 1,070,000 |
| Tax Collector's Office Renovation | 9,116 |
| Frank Liske Park Overflow Parking Lot | 24,908 |
| Training & Firing Range Renovations | 50,000 |
| Public Safety Training Center | 75,000 |

| | |
|--|------------|
| Carolina Thread Trail | 50,000 |
| FLP – Western Playground Restroom Facility | 375,000 |
| Arena Aisle Safety Lighting | 185,000 |
| Arena Marquee Replacement & Sign Enhancement | 112,500 |
| County Website Development | 250,000 |
| Renovations to 2325 Lake Concord Road | 195,000 |
| Courthouse Expansion | 1,100,000 |
| Arena Restroom Renovations | 100,000 |
| FLP Barn Restrooms | 102,000 |
| EMS Heart Monitors | 550,111 |
| EMS Relocation to Concord Fire #10 | 375,000 |
| Government Center Bathroom ADA | 205,000 |
| Door Access & Security Cameras - Sheriff | 70,000 |
| ITS – Fiber Infrastructure Improvements | 120,000 |
| County Facility Projects | 27,717 |
| Robert Wallace Park | 3,091,047 |
| Park Projects/CVB | 573,771 |
| J.N. Fries Middle School | 300,000 |
| West Cabarrus HS | 860,000 |
| Other County Capital Projects | 11,694,607 |

TOTAL EXPENDITURES **\$81,156,508**

GRAND TOTAL – REVENUES **\$81,156,508**

GRAND TOTAL – EXPENDITURES **\$81,156,508**

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.

6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18th day of June, 2018.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Finance – Workers' Compensation Fund Budget Amendment

BRIEF SUMMARY:

Finance reviews revenues and expenditures annually of the Workers' Compensation Fund based on actual activity as well as anticipated activity for the fiscal year. Based on a second analysis through mid-May, claims are anticipated to be higher than expected. Therefore, a budget amendment is needed to adjust expenditures for claims. This budget amendment appropriates fund balance to cover the increase.

REQUESTED ACTION:

Motion to approve the Workers' Compensation Budget Amendment

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Workers' Compensation Budget Amendment](#)
 - ☐ [Workers' Compensation Calculation](#)
-

Budget Revision/Amendment Request

Date: 6/18/2018

Amount: 257,000.00

Dept. Head: Susan Fearington

Department: Finance

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: This budget amendment is to appropriate fund balance and increase expenditures (claims) due to a projected increase in claims in the Workers' Compensation Fund.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|---------------------|--------------------|--------------------|--------------------|----------------|
| 600 | 6 | 1916-6901 | Fund Balance | 235,453.00 | 257,000.00 | - | 492,453.00 |
| 600 | 9 | 1916-9641 | Workers Comp Claims | 928,500.00 | 257,000.00 | - | 1,185,500.00 |
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| | | | | | | | |

Total 0.00

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

| Grand Totals (Count = 27) | Total Incurred | Total Paid | Total Outstanding |
|---------------------------|----------------|--------------|-------------------|
| | \$1,443,479.20 | \$787,509.02 | \$772,065.12 |

| | |
|---|-------------------|
| O/S claims as of 05/21/18 per Comp Claims | 772,065.12 |
| Balance in 60091916-9641 | (78,500.00) |
| Bank Balance as of 05/21/18 | (28,767.15) |
| O/S claims as of 06/30/18 | <u>664,797.97</u> |
| O/S claims as of 06/30/18 | 664,797.97 |
| Balance in 600-3132 | (407,950.00) |
| Amount needed for O/S claims | <u>256,847.97</u> |
| BA | <u>257,000.00</u> |



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Infrastructure and Asset Management - Transfer of Surplus Vehicle to Allen Volunteer Fire Department

BRIEF SUMMARY:

Allen Volunteer Fire Department has requested one surplus vehicle from the Cabarrus County Sheriff's Office fleet. County staff have identified asset 2183 (VIN # 1FMPU16536LA31645), a 2006 Ford Expedition with 136,354 miles, as a match for their request.

According to the request from the fire department, the vehicle will be used as a medic unit to respond to medical calls and will be used to transport personnel to training classes. Chief officers will also use this vehicle to run errands for the department, which will leave other department apparatus available in the fire district.

REQUESTED ACTION:

Motion to declare asset 2183 from the Sheriff's Office fleet surplus property and authorize disposition in accordance with the County's Vehicle Replacement Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Michael Miller, Infrastructure and Asset Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Allen FD Request](#)



ALLEN VOLUNTEER FIRE DEPARTMENT, Inc.
4000 U.S. Hwy. 601 S. ~ Concord, N.C. 28025

To Whom it may concern,

The Allen Volunteer Fire Department would like to request the surplused white Ford Expedition from the Cabarrus County Sheriff's Office. This vehicle will be a great asset to our department and aid us in reducing our response times. This vehicle will be used as a medic unit to respond to medical and will be used to transport personnel to training classes. Chief officers will also use this vehicle to run errands for the department which will leave other department apparatus available in the fire district.

Thank you for your time and consideration. If you have any questions or need additional information, you can contact me anytime.

Sincerely,

Fire Chief, Randy Dozier

Cell- (980)521-8447

Email- rdozier1120@gmail.com

Proudly Serving Since 1959

Attachment number 1 \n



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Tax Administration - Refund Request - Fullerton Place Homeowners Association, Inc.

BRIEF SUMMARY:

Fullerton Place Homeowners Association, Inc. has submitted a Request for Refund of 2017 Property Taxes paid on five parcels. This request is made in accordance with NCGS 105-381. Tax Administration staff propose adjustment to three parcels based on correction of clerical errors in accordance with NCGS 105-381 as outlined in attached summary.

REQUESTED ACTION:

Motion to grant or deny proposed refund of TY2017 property taxes paid on 3 parcels as adjusted due to clerical errors in accordance with NCGS 105-381.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [MEMO Re: Fulleron Place HOA Refund Request](#)
-



Cabarrus County Tax Administration

David Thrift – Tax Administrator

May 17, 2018

MEMORANDUM

To: Cabarrus County Board of Commissioners

From: David Thrift, Tax Administrator

Re: Fullerton Place HOA Refund Request

Lennar Carolina's LLC deeded 5 properties over to the Fullerton Place Homeowners Association on December 29, 2016. By NCGS 105-277.8 these parcels could have qualified for tax exemption for 2017 if proper and timely application had been filed. Application was not filed and therefore the properties were considered taxable for the 2017 tax year, tax bills were created, and those tax bills have subsequently been paid.

Fullerton Place Homeowners Association has requested a refund on those tax bills per NCGS 105-381. Upon review of this request, the Tax Administration staff have found that at the time of the transfer to the HOA, 3 of the parcels in question were not valued in accordance with the Cabarrus County duly adopted Schedule of Values. Specifically, parcels identified by recorded plat as Common Open Space are to be assessed at a value of 10% of Market Value. In assessment of these properties that coding for 10% at Common Open Space was incorrectly applied and therefore could be construed to constitute a clerical error in the assessment of the properties.

Attached is a summary of the parcels as they were originally assessed, as well as potential corrections if proper application of the Schedule of Values were applied.

A handwritten signature in blue ink, appearing to read "D. Thrift".

David Thrift
Tax Administrator

Fullerton Place HOA 2017 Potential Clerical Correction Summary

| PIN | SZ | Original Value | Corrected Value | Value Difference | Original Tax Bill | Corrected Tax Bill | Tax Difference |
|-------------------|--------------|-----------------------|------------------------|-------------------------|--------------------------|---------------------------|-----------------------|
| 4671-82-2520-0000 | .500 ACRES | \$ 37,000.00 | \$ 3,700.00 | \$ 33,300.00 | \$ 436.60 | \$ 43.66 | \$ 392.94 |
| 4671-82-9981-0000 | .179 ACRES | \$ 74,000.00 | \$ 3,700.00 | \$ 70,300.00 | \$ 873.20 | \$ 43.66 | \$ 829.54 |
| 4671-92-2559-0000 | .255 ACRES | \$ 3,700.00 | NA | NA | \$ 43.66 | \$ 43.66 | \$ - |
| 4671-92-7565-0000 | .777 ACRES | \$ 3,700.00 | NA | NA | \$ 43.66 | \$ 43.66 | \$ - |
| 4671-93-7682-0000 | 14.672 ACRES | \$ 477,570.00 | \$ 46,660.00 | \$ 430,910.00 | \$ 5,635.33 | \$ 550.59 | \$ 5,084.74 |
| Total | | \$ 595,970.00 | | \$ 534,510.00 | \$ 7,032.45 | \$ 725.23 | \$ 6,307.22 |



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

JUNE 4, 2018
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at June 18, 2018 Meeting

SUBJECT:

Board of Commissioners - General Budget Discussion

BRIEF SUMMARY:

This is a placeholder to allow for general budget discussion as needed.

REQUESTED ACTION:

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kristin Jones, Budget and Performance Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**JUNE 18, 2018
6:30 P.M.**

MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

REVEREND DANIEL WILSON
BOGERS CHAPEL UNITED METHODIST CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Park and Recreation Month Proclamation
2. EMS - Recognition for Mid Carolina Paramedic Skills Competition

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld

from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. Board of Commissioners - Creation of an Early Childhood Task Force
2. DHS - FY19 HCCBG Funding Plan
3. DHS - Human Services Transportation Maintenance Contract
4. DHS - Review and Award Contract for Secondary Transportation Services
5. DHS - Transportation System Safety Plan
6. Finance - Limited Obligation Bonds 2018 (Update on Debt Issuance)
7. Finance - Resolution Authorizing Cabarrus County to Engage in Electronic Payments Under New Administrative Rules
8. Finance - Workers' Compensation Fund Budget Amendment
9. Finance - Update of Capital Project Fund Budgets and Related Project Ordinances
10. Finance - Kannapolis City School Paving Request
11. County Manager - Request for Funds to Begin the Replacement of R. Brown McAllister
12. Infrastructure and Asset Management - Transfer of Surplus Vehicle to Allen Volunteer Fire Department
13. Tax Administration - Refund and Release Reports - May 2018
14. Tax Administration - Refund Request - Fullerton Place Homeowners Association, Inc.

G. NEW BUSINESS

1. County Manager - Adoption of the FY 19 Cabarrus County Budget - Public Hearing 6:30 P.M.
2. County Manager - FY 19 Economic Development Allocation - Public Hearing 6:30 P.M.
3. EMS - Renewal of Non-Emergency Transport Franchise Agreement with American Transmed - Public Hearing 6:30 p.m.

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments - Active Living and Parks Commission
2. Appointments - Board of Equalization and Review
3. Appointments - Centralina Workforce Development Board
4. Appointments - Concord Downtown Development Corporation Board
5. Appointments - Harrisburg Planning and Zoning Board (ETJ)
6. Appointments - Mental Health Advisory Board
7. Appointments - Region F Aging Advisory Committee
8. Appointments and Removals - Cabarrus County Tourism Authority
9. Appointments and Removals - Juvenile Crime Prevention Council
10. Appointments and Removals - Public Health Authority of Cabarrus County

11. Appointments and Removals - Transportation Advisory Board

I. REPORT

1. Board of Commissioners - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. Board of Commissioners - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. Economic Development Corporation - May 2018 Monthly Summary Report
6. Finance - Monthly Financial Update

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

| | | | |
|-----------|-----------------|-----------|-------------------|
| July 2 | Work Session | 4:00 p.m. | Multipurpose Room |
| July 17 | Regular Meeting | 6:30 p.m. | BOC Meeting Room |
| August 6 | Work Session | 4:00 p.m. | Multipurpose Room |
| August 20 | Regular Meeting | 6:30 p.m. | BOC Meeting Room |

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

**Cabarrus County Television Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings**

The most recent Commissioners' meeting is broadcast on the following days and times. Agenda work sessions begin airing after the 1st Monday of the month, and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month, and is broadcast up until the next agenda work session.

| | |
|------------------------------|------------------|
| Sunday - Saturday | 1:00 P.M. |
| Sunday - Tuesday | 6:30 P.M. |
| Thursday & Friday | 6:30 P.M. |



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
JUNE 4, 2018**

ADDITIONS:

Closed Session

6-1 Closed Session - Pending Litigation and Economic Development Pg. 391



**CABARRUS COUNTY
BOARD OF COMMISSIONERS**

**WORK SESSION
JUNE 4, 2018
4:00 P.M.**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session – Pending Litigation and Economic Development

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS / COMMENTS:

ATTACHMENTS: