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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – CONFERENCE ROOM 564**  
**SPECIAL CALLED MEETING**  
**MONDAY, JULY 7, 2014**  
**8:30 AM**

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INVOCATION      Commissioner Jeannette Council, Chairman

1.      Approval of Agenda
  
2.      Consent Agenda
  - A.      Approval of a Resolution for a Tax-Exempt Loan from Southern Bank & Trust Company in the Principal Amount of \$271,0000 to the Beaver Dam Volunteer Fire Department for the Construction of a Satellite Fire Station.
  
3.      Items of Business
  - A.      Approval of Continued Participation in Legislative Partnership.

**ADJOURN**

**\*\*\* NO BOARD OF COMMISSIONER MEETINGS IN JULY \*\*\***

ITEM NO. 2A

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

CERTIFICATE OF CLERK RE APPROVAL  
OF TAX-EXEMPT LOAN TO VOLUNTEER FIRE  
DEPARTMENT BY BOARD OF COMMISSIONERS

The undersigned, being the duly qualified Clerk of Cumberland County, North Carolina, does hereby certify that the following is a true and accurate copy of a Resolution passed by the Board of Commissioners of Cumberland County, North Carolina, at its regular/special meeting on the 7th day of July, Year 2014, which Resolution was duly introduced, seconded, and approved, and that said Resolution remains in full force and effect:

"NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners of Cumberland County, North Carolina does hereby approve a tax-exempt loan to the Beaver Dam VFD [name of Volunteer Fire Department] (the "VFD") from Southern Bank and Trust Company in the principal amount of \$ 271,000.00, which loan is for the following purpose (check applicable purpose):

1. ( ☒ ) for the construction of a fire station for the VFD, (cross out the following if not applicable) including the purchase of the underlying real property.
2. ( ☐ ) the purchase by the VFD of a fire truck or fire trucks, and

which fire truck(s) or fire station will be owned and operated by the VFD at the following address:"

9236 Turnbull Road  
(street address)  
Fayetteville, NC 28312  
(city and state)

Duly certified by the execution hereof and the placing hereon of the seal of the said municipality, this  
the 7th day of July, 2014.  
Year

\_\_\_\_\_(SEAL)  
CLERK  
Cumberland COUNTY, NORTH CAROLINA



ITEM NO. 3A

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**PUBLIC INFORMATION OFFICE**

**TO:** BOARD OF COMMISSIONERS

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

**FROM:** SALLY SHUTT, GOVERNMENTAL AFFAIRS OFFICER *SS*

**DATE:** JULY 1, 2014

**SUBJECT:** APPROVAL OF CONTINUED PARTICIPATION  
IN LEGISLATIVE PARTNERSHIP

Cumberland County, the City of Fayetteville and the Fayetteville Regional Chamber have formed a partnership to collaboratively engage with the federal government and pursue funding assistance for strategic focus areas outlined in the attached Fiscal Year 2015 Federal Agenda, which the Board of Commissioners approved on June 2, 2014.

The partnership hired FaegreBD Consulting to conduct a federal affairs assessment and assist in developing the community federal agenda. The five-month contract ended June 30, 2014. The partnership would like to extend the contract for one year in order to implement aspects of the Federal Agenda.

The cost would be \$90,000 per year (\$7,500 per month) and would be split by the three partners. Incidental expenses such as those for travel, meals, communication costs, etc., would be reimbursed and capped at \$3,750 for the length of the contract.

With important federal issues such as the military drawdown facing our community, we recommended moving forward with FaegreBD. The attached agreement between the Chamber and FaegreBD for the fiscal year 2015 outlines the following activities:

- Engage with the Department of Defense regarding Fort Bragg, expected budget-related soldier drawdown process, Section 331 agreements, Office of Economic Adjustment, community impacts/quality of life issues of installation within community.



- Facilitate in-person meetings between community representatives and federal and congressional officials.
- Review daily federal government grant notices for alignment to community objectives. Forward notices to relevant points of contact, provide guidance regarding past successful grantee proposals (as applicable) and advise likely strongest positioning for a possible submission.
- Provide consultative guidance regarding redevelopment projects, particularly in the area of federal opportunities and challenges. If found, work with relevant agencies to facilitate involvement.
- Provide formal review of submitted materials pertinent to an area economic development plan and identify national development partners for select projects.
- Engage with congressional offices and key federal agencies, including Veterans Affairs, Departments of Labor, Health and Human Services, and Housing and Urban Development regarding special human service needs of the community.
- Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid) as well as emerging issues of importance.
- Assign FBDC professional team to the FRC work plan;
- Conduct regularly scheduled update and assignment calls with FRC and or Fayetteville Partnership members.

**RECOMMENDATION:** Continue participation in the legislative partnership through a one-year contractual agreement with FaegreBD Consulting effective July 1, 2014.



## Federal Agenda Fiscal Year 2014-2015

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### **Executive Summary**

The City of Fayetteville, Cumberland County and the Fayetteville Regional Chamber formed a partnership that works collaboratively to engage with the federal government and pursue funding assistance for strategic focus areas identified in an annual, collectively established agenda. The Partnership's combined efforts are critical to the growth and strength of our community. These efforts ensure protection and preservation of essential community assets and resources, allowing all areas of the community and surrounding metropolitan and unincorporated areas to thrive.

For many years, the Partnership's federal agenda was focused on earmarks and legislation that could be amended to meet a specific need in our community. The processes by which we engaged with the federal government and the results of that engagement have continued to evolve. The greater Fayetteville community now faces a far different environment, a situation that the Partnership began to embrace in 2013 with the adoption of a revised Memorandum of Understanding (MOU). The MOU recognizes the importance of engagement with the federal government across a variety of strategic, tactical and policy junctures to successfully advocate for our community. The continued support of the greater Fayetteville Congressional delegation is essential. The Partnership will continue to work with its Congressional delegation to support the highest priorities in seven key focus areas.

### **Key Focus Areas**

#### *1. Community and Fort Bragg*

Fayetteville and Cumberland County, more than most communities, are highly influenced by federal spending and policy. Serving as the home for Fort Bragg provides the community with an enormous nexus point with the federal government. Many of the activities, investments and decisions involving Fort Bragg deliver positive benefits to Fayetteville and Cumberland County. Some decisions and activities, however, do not. Through the years, and similar to other communities that are home to large military installations, an ad hoc level of communication between the community and Fort Bragg has developed, largely driven by the individuals who occupy similar roles within each organization. Some operational areas have produced strong, and formal, collaboration while others have markedly ebbed and flowed. Institutional engagement at senior leadership levels needs to be strengthened to withstand the continual turnover of military and civic professionals. Additionally, due to the number of members of the military who do not live on Fort Bragg, but rather throughout the community, decisions within the Department of Defense (DOD) affecting soldiers have a significant ripple effect through the City and County.

- a. Engage DOD officials around budget-related drawdown of thousands of members of the military to determine impact on Fayetteville and Cumberland County.
- b. Pursue quality of life issues with Fort Bragg leadership and DOD officials to address challenges related to community issues present in the wake of deployments or departures from the fort.





## Federal Agenda Fiscal Year 2014-2015

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- c. Pursue shared service agreement opportunities with Fort Bragg leadership and DOD officials, administered through section 331. As the largest US Army base in the country, Fort Bragg, along with Fayetteville and Cumberland County, has the potential to be a new model for the nation in the area of shared services.

### 2. Office of Economic Adjustment

Federal programs are often initially created to deal with specific issues and over time, expand or contract based on legislative or regulatory alternations. Programs that span decades can evolve through the years and take on an increasingly narrow focus. The Department of Defense's Office of Economic Adjustment (OEA) was formed more than 50 years ago as the country's military bases, and thus their surrounding communities, were undergoing changes following European and Asian military conflicts. In the intervening decades, OEA's programs began to take shape. Assisting communities with an increase in a base's scope and offering joint community planning to cities and towns began. Then, as Congress approved the first Base Realignment and Closure (BRAC) process, OEA's mission to help communities impacted by closures, reductions or expansions took hold. Now, OEA has further expanded its mission to include the reduction in employment of private sector, defense-related contractors in a community. Recently, OEA became the vehicle whereby hundreds of millions of dollars were allocated to repair or rebuild military installation schools. At its core, OEA was established to help communities deal with the impact of significant military presence. There should be engagement with OEA to determine the role it can play in helping the community adjust to a shrinking military population and significant numbers of discharged troops in Fayetteville.

- a. Engage with OEA officials to survey program landscape for potential opportunities to support City or County projects/issues.
- b. Pursue effort to seek a legislative change to the program expanding the capabilities of OEA if current OEA programs do not meet Fayetteville and/or Cumberland County needs.

### 3. Federal Grants

The Partnership adopted a revised MOU to more effectively respond to the new federal funding paradigm, which reflects a change in focus from legislative earmarks to administrative allocation through competitive grants. All non-formula federal funding is channeled through a highly-competitive grant process, which incorporates a disciplined program framework to guide spending and advance policy initiatives of the administration. Our community federal affairs partnership is an asset and will be used to guide development of a more cohesive long-term grant planning process that enhances cost-sharing opportunities, long-term planning and public-private partnerships.

- a. Target high-value, focused grant opportunities that engage the larger community and offer the potential for transformational change.
- b. Ensure smaller, less complex or formula funding grants are sought as warranted and administered as required.





## Federal Agenda Fiscal Year 2014-2015

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- c. Develop centralized internal grant procedures within both the City and County to streamline processes and establish clear lines of authority and responsibility.
- d. Consider a dedicated staff member to oversee all grant activities.

### 4. Area Redevelopment

Every community in the nation has geographic areas that have fallen behind compared to the balance of the community. These areas, sometimes in neglected downtowns or clustered around substandard housing, create cross-jurisdictional, multi-agency challenges, notwithstanding the toll they take on residents who endure the conditions on a daily basis. These types of areas generally call for multi-faceted redevelopment efforts that address the structural challenges that brought on the conditions, while minimizing the human toll exacted on the residents. Successful projects around the nation have utilized federal programmatic resources to accomplish key goals.

- a. Monitor innovative national redevelopment efforts to ensure Fayetteville and Cumberland County are employing best practices as local projects are undertaken.
- b. Evaluate redevelopment projects for federal opportunities and challenges, and work with agencies to facilitate involvement and project success.

### 5. Economic Development Efforts

The federal government has a limited role in economic development issues, preferring to leave the majority of the work to state and local officials. That said, the US Departments of Housing and Urban Development, Labor and Commerce all have some involvement in the issue. Additionally, innovative developments continually occur across the country in an effort to grow jobs and the tax base. While not every project lends itself to replication, there are insights and developments that often can be carried from one community to the next.

- a. Evaluate limited economic development opportunities for community utilization.
- b. Review and assist as needed in the development of an economic development plan and in identifying national development partners for select projects.

### 6. Social Services, Unemployment and Homelessness

Approximately 13% of Cumberland County residents (14% of Fayetteville residents) are veterans of the armed forces, a figure 60% higher than that of the state of North Carolina. Through the years, many veterans who have remained in the area following their separation from service have added immeasurably to the fabric of the community. However, some who separate from service have significant mental and emotional challenges that affect their long-term well-being, not to mention their employability. When large numbers of those individuals choose to remain in the community following their separation from service, it can overwhelm the established social service safety nets. Additionally, a large number of individuals who are connected in some way to a member of the military relocate to the community each year. If that underlying relationship fractures, the newly transplanted individual can easily find himself or herself in need of social services in a new community. The US Army, and thus the federal government, is at the center of these matters and



## Federal Agenda Fiscal Year 2014-2015

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therefore can be approached about assisting the community with these complicated issues. All communities have social service needs. The presence of nearly twice the per capita number of veterans as the rest of the state signals an opportunity for federal engagement around social issues.

- a. Engage Veterans Affairs, Department of Labor, Health and Human Services, and Housing and Urban Development regarding special needs of the community.
- b. Consider establishment of discharge center to engage with national employers.

### 7. Federal Legislative Agenda

Ideally, federal programs would all be structured in such a way that Fayetteville and Cumberland County's projects would be perfect candidates for support and investment. Unfortunately, in a process where program goals and guidelines are drafted far from North Carolina, there can be a disconnection between local needs and federal opportunities. While established federal programs are largely immune to wholesale restructuring unless it is sought by the administration or senior members of Congressional leadership, it is possible through legislation to expand narrowly construed regulations to allow for greater funding options, while keeping the program in line with its original intent and budget.

- a. Pursue efforts to investigate and potentially alter key legislation to permit greater participation as issues are confronted and federal agencies are unable to assist.
- b. Address laws and regulations that can be changed to reflect the special nature of the impact of Fort Bragg.
- c. Review DOD authorization bill to determine positive or negative effects.
- d. Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid).
- e. Strengthen relationships with local officials and the Congressional delegation. They are vital for both legislative goals and positioning with federal agencies. Engagement with Congressional delegation and our local officials is a priority.



**AGREEMENT**  
**between**  
**Fayetteville Regional Chamber**  
**and**  
**FaegreBD Consulting**

**I. INTRODUCTION**

FaegreBD Consulting ("FBDC"), a division of Faegre Baker Daniels LLP, is pleased to enter into a contractual agreement ("Agreement") with the Fayetteville Regional Chamber of Commerce ("FRC"), to provide federal government relations.

**II. SCOPE OF WORK**

To pursue the goals outlined in Section I, FBDC will accomplish the following tasks:

- Implement aspects of the Federal Agenda (attached) for the community. Activities include:
  - Engagement with Department of Defense regarding Fort Bragg, expected budget-related soldier drawdown process, Section 331 agreements, Office of Economic Adjustment, community impacts/quality of life issues of installation within community.
  - Facilitate in-person meetings between community representatives and federal and congressional officials.
  - Review daily federal government grant notices for alignment to community objectives. Forward relevant notices to relevant point of contacts. Consult with points of contact as requested and provide guidance regarding past successful grantee proposals (as applicable) and advice likely strongest positioning for a possible submission.
  - Provide consultative guidance regarding redevelopment projects, particularly in the area of federal opportunities and challenges. If found, work with relevant agencies to facilitate involvement.
  - Provide formal review of submitted materials pertinent to an area economic development plan and identify national development partners for select projects.
  - Engage with congressional offices and key federal agencies, including Veterans Affairs, Departments of Labor, Health and Human Services, and Housing and Urban Development regarding special human service needs of the community.

- Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid) as well as emerging issues of importance.
- Assign a FBDC professional team to the FRC work plan;
- Conduct regularly scheduled update and assignment call with FRC and or Fayetteville Partnership members.

### **III. PARTIES**

The Agreement shall be between FBDC and FRC.

### **IV. TERM OF THE AGREEMENT**

This Agreement shall commence on July 1, 2014, and continue until June 30, 2015 and in accord with the fee schedule presented in Section V. Either party may terminate the contract at any time with sixty (30) days written notice.

### **V. FEES**

During the term set forth above, FBDC shall provide professional consulting services on a fixed fee basis of \$7,500 per month. This monthly fee compensates FBDC for fulfilling the scope of work outlined in Section II above with the exception of incidental expenses such as communication (teleconferences, courier, and overnight delivery service and related costs), travel, meals, extraordinary copying and mailing costs. All such expenses will be reimbursed at cost but will be capped at \$3,750 during the duration of the contract. Should FRC request a change in the scope of work or other circumstances produce the need for services not contemplated in the agreed monthly fee, FBDC may propose an adjustment to the monthly fee for the additional services subject to the written approval of FRC. All professional fees and allowable expenses shall be paid within thirty (30) days of submission of a bill to FRC. Fees not paid within thirty (30) days may be subject to interest charges.

### **VI. CANCELLATION**

Either party may cancel this contract, without cause, with thirty (30) days' written notice.

### **VII. CONFIDENTIALITY AND CONFLICTS OF INTEREST**

FBDC shall maintain the confidentiality of all proprietary client information. FBDC shall not accept any potential client matter in conflict with the work to be performed for FRC hereunder during the time that FBDC is working on these FRC matters.

### **VIII. AMENDMENT**

This Agreement may be amended or supplemented only by written agreement of FRC and FBDC.



## **IX. WAIVER OF BREACH**

Any failure of FBDC or FRC to comply with any provision of this Agreement may be expressly waived in writing, but such waiver shall not be construed as a waiver of or an estoppel with respect to any subsequent breach.

## **X. INDEPENDENT CONTRACTOR**

FBDC is retained by FRC for the sole purpose and to the extent set forth in this Agreement. FBDC's relationship with FRC during the term of this Agreement shall be that of an independent contractor. FBDC may represent, perform services for, or be employed by such additional clients as FBDC sees fit, subject to Section VII above. FBDC shall have the right to select the means, manner, and method of performing its services under this Agreement. FBDC shall not be considered to be an employee, partner, or agent of FRC by reason of the provisions of this Agreement or otherwise. FBDC may, at FBDC's own expense, use employees or subcontractors to perform the consulting services, or upon prior approval of the client, the employees or subcontractors will be added to the monthly invoice.

## **XI. NOTICES**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given if delivered by hand or by telecopy (fax), and by mail and addressed to FRC at the following address:

Douglas Peters  
Fayetteville Regional Chamber  
1019 Hay Street,  
Fayetteville, NC 28305  
910-484-4242 Ext. 228

or to FBDC at the following address:

David Gogol  
FaegreBD Consulting  
1050 K Street, NW  
Washington, DC 20001  
202.312.7400  
202.312.7401 fax

All notices complying with this section shall be deemed to have been received on the date of delivery if delivered by hand or telecopy (FAX).

Invoices shall be delivered by mail to FRC and be addressed to the following address:

Douglas Peters  
Fayetteville Regional Chamber  
1019 Hay Street,  
Fayetteville, NC 28305  
910-484-4242 Ext. 228

## **XII. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

Except as otherwise provided herein, neither party shall have the right to assign, transfer, or delegate, whether involuntarily or by operation of law, any right or obligation under this Agreement, without the prior written consent of the other party. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.

## **XIII. SEVERABILITY**

If any provision of the Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

## **XIV. NATURE OF SERVICES**

FBDC is a consulting services division of the law firm Faegre Baker Daniels LLP. FBDC does not provide legal services. The protections of the attorney-client relationship do not apply to FBDC services. Any required legal services will be provided by Faegre Baker Daniels under a separate agreement. FRC is under no obligation to use the services of both FBDC and Faegre Baker Daniels. FBDC complies with the Federal Lobbying Disclosure Act if those requirements apply to services under this Agreement.

## **XV. GOVERNING LAW**

FBDC and FRC acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the District of Columbia.

## **XVI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties.



## **XVII. APPROVAL**

FBDC and FRC enter into this Agreement according to the terms outlined in this document.

\_\_\_\_\_  
David Gogol  
Vice Chair  
**FaegreBD Consulting**

Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Peters  
President/CEO  
Fayetteville Regional Chamber of  
Commerce

Date: \_\_\_\_\_