
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
NOVEMBER 2, 2015
9:00 AM

INVOCATION Commissioner Charles Evans

Minister:

Pledge of Allegiance

Recognition of the Cumberland County Department of Social Services for receiving the N.C. Association of County Directors of Social Services (NCACDSS) Best Practice Award for Advancement in Staff and Leadership Development for their Job Swap Program, led by the Adult Services Section.

Recognition of the Cumberland County Department of Social Services Chapter of the North Carolina Social Services Association for winning three Best Practice Awards for Membership Retention, Innovative Fundraising and Chapter of the Year at the 2015 Social Services Institute.

Recognition of Deputy Health Director, Rod Jenkins on being selected as a Jim Bernstein Community Health Leadership Fellow for 2015-2017. **(Pg. 4)**

1. Approval of Agenda
2. Consent Agenda
 - A. Approval of minutes for the October 19, 2015 regular meeting.
 - B. Approval of Sole Source and Purchase Request for Ultra Electronics Forensic Technology for the Cumberland County Sheriff's Office. **(Pg. 5)**
 - C. Approval of Memorandum of Agreement Between the State of North Carolina Department of Public Safety Emergency Management and Cumberland County for the Homeland Security Grant Program – Grant Award # EMW-2015-SS-00062-S01. **(Pg. 11)**
 - D. Approval of Memorandum of Understanding Between the US Department of Agriculture, the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation and Cumberland County. **(Pg. 33)**

- E. Approval of Payment of Prior Year Invoices for the Cumberland County Public Health Department. **(Pg. 52)**
- F. Approval of Payment of Prior Year Invoices for Facilities Maintenance – Prior Year Invoice to Brady for Services Performed in FY2014. **(Pg. 63)**
- G. Approval of Offer to Purchase Surplus Property Being 1.19 Acres Located Off Slocumb Road, Fayetteville, NC. **(Pg. 67)**
- H. Approval of Proclamation to Declare Functional End to Veteran Homelessness. **(Pg. 68)**
- I. Budget Revisions **(Pg. 69)**

- 1) Information Services **(Pg. 69)**

Revision in the amount of \$5,633 to recognizing reimbursement from Workforce Development (B15-134) **Funding Source - Reimbursement**

ITEMS OF BUSINESS

- 3. Consideration of Request to Relinquish Easement Rights. **(Pg. 70)**
- 4. Consideration of Adoption of 2016 Board of Commissioners Regular Meeting Dates. **(Pg. 73)**
- 5. Nominations to Boards and Committees **(Pgs. 75-91)**
 - A. Farm Advisory Board (3 Vacancies) **(Pg. 75)**
 - B. Fayetteville/Cumberland County Economic Development Corporation (3 Vacancies) **(Pg. 81)**
 - C. Tourism Development Authority (1 Vacancy) **(Pg. 85)**
- 6. Appointment of Tourism Development Authority Chairman **(Pg. 92-94)**
- 7. Appointments to Boards and Committees **(Pgs. 95-100)**
 - A. Hazard Mitigation Planning Committee (3 Vacancies) **(Pg. 95)**

Nominees:

Cumberland County At-Large Citizens:	Ora Bethea Henry Eisenbarth Alexia Fields Barrett Lowe John Jay Wyatt
--------------------------------------	---

8. Closed Session:
- A. Economic Development Matter Pursuant to NCGS 143-318.11(a)(4).
 - B. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3).

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), TIME WARNER CHANNEL 5.

THE MEETING VIDEO WILL BE AVAILABLE AT YOUTUBE.COM/CUMBERLANDCOUNTYNC ON TUESDAY, NOVEMBER 3.

IT WILL BE REBROADCAST ON WEDNESDAY, NOVEMBER 4, AT 7 P.M. AND FRIDAY, NOVEMBER 6, AT 10:30 A.M.

REGULAR BOARD MEETINGS:

**November 16, 2015 – (Monday) – 6:45 PM
December 7, 2015 – (Monday) – 9:00 AM
December 21, 2015 – (Monday) – 6:45 PM**



News Release

FOR IMMEDIATE RELEASE

Oct. 27, 2015

Department of Public Health

Contact: Ashley Yun

910-433-3705, ayun@co.cumberland.nc.us

Deputy Health Director Named Bernstein Leadership Fellow

FAYETTEVILLE – Cumberland County Department of Public Health Deputy Director Rod Jenkins has been selected as a Jim Bernstein Community Health Leadership Fellow for 2015-17.

The fellows program is administered by the North Carolina Foundation for Advanced Health Programs. Its purpose is to develop and prepare future leaders to work in and improve the health of rural and underserved communities in North Carolina.

Jenkins was notified of his selection in July and has already begun attending required leadership training. The core elements of the program are leadership, partnership, rural life and the N.C. health system. At the conclusion of the two-year fellowship, members are expected to:

- Have a clear understanding of rural and underserved community needs
- Demonstrate leadership skills to engage and collaborate with others to improve the health and economic status of a given community
- Be prepared and inspired to become a confident, highly-skilled and influential individual

“I am honored to have been selected as a 2015-17 Bernstein Health Leadership Fellow, and I will endeavor to learn all that I can and live up to the outstanding standards set forth by the late Mr. Jim Bernstein,” Jenkins said. “His passion for rural health and his attention toward the underserved citizens of North Carolina sparked a national movement and I will admirably represent Cumberland County and surrounding areas.”

Jim Bernstein was the first president of the N.C. Foundation for Advanced Health Programs. He and former Gov. Jim Hunt formed the foundation in 1982.



JENKINS

Jenkins is a graduate of The Citadel and the University of South Carolina and served in the South Carolina Army National Guard from 1994-2002. Jenkins has been the County’s deputy health director since 2011. He was previously an assistant county manager in Robeson County.

If you would like more information about the Cumberland County Department of Public Health’s programs and services, health-related data, or community resources, please call 910-433-3600 or visit with someone at the information desk, or visit our website at co.cumberland.nc.us/health.aspx#. Comments are welcome and can be submitted on our website at co.cumberland.nc.us/health/commentsform.aspx. The Health Department is located at 1235 Ramsey St. Fayetteville.



ITEM NO. 23

**FINANCE DEPARTMENT
PURCHASING DIVISION**

4th Floor, New Courthouse • PO Box 1829 • Suite 451, • Fayetteville, North Carolina 28302-1829
(910) 678-7743 / (910) 678-7746 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
NOVEMBER 2, 2015**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: THELMA S. MATTHEWS, PURCHASING MANAGER *Th*

THROUGH: VICKI EVANS, FINANCE DIRECTOR *VE*

DATE: OCTOBER 16, 2015

SUBJECT: APPROVAL OF SOLE SOURCE AND PURCHASE REQUEST
FOR ULTRA ELECTRONICS FORENSIC TECHNOLOGY FOR
THE SHERIFF'S OFFICE

BACKGROUND:

The Cumberland County Sheriff's Office uses the Integrated Ballistics Identification System equipment for firearms examinations. The Sheriff's Office examines and shoots over 610 firearms a year, compares over 2,800 bullets and cartridge cases for felony cases, and conducts over 18,000 integrated Ballistic Information System (IBIS) comparisons per year.

The Sheriff's Office was informed by Ultra Electronics Forensic Technology that their IBIS equipment would be categorized as "end of life" as it is incapable of upgrades needed to keep pace with current technologies meeting Department of Justice security requirements. The equipment will no longer be supported effective in 2016.

Cumberland County Sheriff's Office supports four (4) local agencies in the County and fifty-eight (58) other surrounding counties/agencies within North Carolina. Ballistics evidence is integral to linking firearms to crimes and to successful prosecution of crimes. Without this equipment, evidence could be challenged in court; court cases could be delayed or lost.

Cumberland County Sheriff's Office was awarded a grant for \$175,000 to replace IBIS equipment. The Sheriff's Office will be required to supplement this grant with approximately

\$25,000, and has allocated controlled substance funding for the remainder of this expense.

Ultra Electronics Forensic Technology is the only manufacturer of ballistic entry equipment utilized by the National Integrated Ballistic Information Network.

Therefore, the Sheriff's Office is requesting approval to purchase and sole source the Integrated Ballistics Identification System as a sole source exception approved by the Board of Commissioners.

RECOMMENDATION:

Management is requesting approval of a sole source exception (GS 143-129)(e)(6) based on the needed product being available from only one source of supply.



EARL R. BUTLER, SHERIFF
CUMBERLAND COUNTY SHERIFF'S OFFICE



An Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: Thelma Matthews, Purchasing Director
FROM: Lisa Blausen, Sheriff's Office Business Manager
RE: Ballistics Equipment
DATE: October 13, 2015

The Cumberland County Sheriff's Office (CCSO) utilizes the Integrated Ballistics Identification System (IBIS) Heritage equipment for firearms examinations. The agency's Firearms Examination Section examines and shoots over 610 firearms per year, compares over 2,800 bullets and cartridge cases for felony cases, and conducts over 18,000 Integrated Ballistic Information System (IBIS) comparisons per year.

In 2010, Ultra Electronics Forensic Technology announced to its worldwide customers that the IBIS Heritage equipment would be categorized as "end of life" as it was incapable of upgrades needed to keep pace with current technologies meeting the Department of Justice security requirements. As such, Heritage equipment would no longer be supported effective in 2016.

CCSO must have a mechanism for ballistics testing. In addition to CCSO cases, the Firearms Examination Section supports 4 local agencies in the county and 58 other surrounding counties/agencies within North Carolina. We have also serviced 6 out-of-state agencies. Ballistics evidence is integral to linking firearms to crimes and to successful prosecution of crimes. Without this equipment, our evidence could be challenged in court, court cases could be delayed or lost, and accreditation of our Crime Scene Investigations Unit could be jeopardized.

As this equipment is very expensive, we began applying for grants to replace the equipment. A grant application in 2013 was denied, but we were successful with a 2015 grant application and were awarded \$175,000 to replace IBIS equipment. CCSO would be required to supplement this grant with approximately \$25,000, and has allocated controlled substance funding for the remainder of this expense.

Ultra Electronics Forensic Technology is the only manufacturer of ballistic entry equipment utilized by the National Integrated Ballistic Information Network (NIBIN). We wish to request approval to purchase from Ultra Electronics Forensic Technology as a Sole Source provider of this product.

Please contact me at 677-5551 if any additional information is needed. Thank you for your assistance.

4 Pricing and Standard Terms

This section delineates our prices.

Item	Description	Unit Price	Qty	Price (USD)
1.	BRASSTRAX Acquisition Station	\$130,000	1	\$130,000
2.	MATCHPOINT Analysis Station for Cartridge Cases	\$60,000	1	\$60,000
3.	Services include installation and commissioning, on-site training for four students, and one-year warranty for items 1 and 2 above. Travel and living expenses for our installer and instructor are excluded (see item 5 below).	n/a	1 lot	Included
4.	Shipping and handling charges DDP Customer Premises (Incoterms 2010)	\$2,700	1 lot	\$2,700
5.	Travel and living expenses for Forensic Technology's Installer and Instructor	\$6,640	1 lot	\$6,640
	TOTAL (US Dollars)			\$199,340

Optional Item

6.	One (1) year Extended SafeGuard Warranty & Protection Plan for items 1 and 2 above (following the one-year warranty period)	\$23,750 per annum
----	---	--------------------

NOTES:

- After decommissioning the existing IBIS Heritage system, Forensic Technology may, with the Customer's authorization, ship some of its components to its facilities. The Customer will be responsible for the disposal of the remaining IBIS Heritage components.
- All prices are subject to change without notice after the expiration date stated in section 4.1.2.
- It is assumed the sites will meet facility requirements specifications to complete the installation. If, at installation time, one or more sites do not fully meet our facility requirements, and our technician has to return on-site or extend his visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be charged to the Customer. Please see section 6.3 below and the Facility Requirements documentation provided separately.
- Except for levies related to the importation of goods (import duties and custom clearance fees), any taxes, charges or assessments of any nature levied by any governmental authority are for the Customer's account.

4.1 Standard Terms

4.1.1 Currency

All prices are quoted in United States Dollars.

4.1.2 Offer Validity Period

This offer expires on December 31, 2015.

4.1.3 Delivery

The delivery of the equipment will be within 120 days after receipt of order and down payment.

4.1.4 Shipping

The equipment will be shipped DDP Customer Premises (Incoterms 2010).

4.1.5 Payment Terms

Forensic Technology's terms of payment are 100% net 30 days after shipment.

4.1.1 Property Title and Risk of Loss

With the exception of Default Payment situations, title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

4.1.2 Duties, Taxes, Fees, Charges and Assessments

With the exception of income taxes and extraordinary storage fees, any taxes, duties, and other charges related to customs clearance and importation of the goods are for the account of Forensic Technology.

4.1.3 Connection to NIBIN

This offer is subject to ATF granting the Customer membership to NIBIN through a Memorandum of Agreement (MOA) between the two parties.



FORENSIC TECHNOLOGY

September 25, 2015

Mr. Eugene Bishop
Essex County Sheriff's Detective Bureau
Cumberland County Sheriff's Office
131 Dick Street
Fayetteville, North Carolina
28301

Ultra Electronics

FORENSIC TECHNOLOGY
5757, boul. Cavendish Blvd
Bureau/Suite 200
Côte St-Luc, Québec
H4W 2W8
Canada

Tel +1 514 489 4247
Fax +1 514 485 9336
Sans Frais/TollFree +1 888 984 4247
www.ultra-forensictchnology.com

Subject: Sole Source Letter

Dear Mr. Bishop:

The IBISTRAX-HD3D products use the IBISTRAX-HD3D technology, encompassing a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary, commercially-sensitive information that is only usable by those employees of Forensic Technology, who have been duly authorized and trained to do so.

Consequently, Forensic Technology is the only company that can provide their proprietary products, IBIS, IBISTRAX-HD3D (BRASSTRAX-3D Acquisition Station and BULLETRAX-3D Acquisition Station), MATCHPOINT, MATCHPOINT+ and Data Concentrator hardware and software, as well as maintenance, upgrades and service, including data migration, moving and training services pertaining thereto. Furthermore, IBISTRAX-3D and IBISTRAX-HD3D, currently in use in the United States under the ATF NIBIN program, is the only technology that will work on the NIBIN Network, as other technologies are not compatible with the NIBIN Network.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stacy Stern".

Stacy Stern
Regional Sales Director – North America, Caribbean & Australia

RANDY BEEMAN
Director/Fire Marshal

JAMES "TIM" MITCHELL
Deputy Director



ITEM NO. 2C

EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 2, 2015

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RANDY BEEMAN, EMERGENCY SERVICES DIRECTOR

Date: October 23, 2015

SUBJECT: ACCEPTANCE- 2015 HOMELAND SECURITY HSGP EXERCISE GRANT-MOA AWARD

BACKGROUND

Cumberland County has been awarded a Homeland Security Exercise Grant in the amount of \$5500. This is provided as a pass-through award from North Carolina Emergency Management. Therefore, to receive the grant we will need to sign the proposed memorandum of agreement with The State of North Carolina.

This exercise grant will be used to conduct a table top exercise dealing with a violent assailant in a public location like a school, hospital or large business. The exercise is in support to ongoing development and revision of current response procedures as it pertains to an active shooter or violent assailant.

Attached is a copy of MOA #1504-17, for the 2015 Homeland Security-HGSP Grant award.

RECOMMENDATION/PROPOSED ACTION

Approve the acceptance of this attached Homeland Security Exercise Grant and the associated Budget Revision.

Attachments:



**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B14-135</u>
Date Received	<u>10-28-15</u>
Date Completed	

Fund No. 101 Agency No. 420 Organ. No. 4515

Organization Name: Emergency Services Grants

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
New	HSGP-2015 Homeland Security Grant Award MOA #1504-17	0	5,500	5,500
				-
				-
				-
				-
				-
Total		0	5,500	5,500

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
New	New	HSGP-2015 Homeland Security Grant	0	5,500	5,500
					-
					-
					-
					-
					-
					-
					-
Total			0	5,500	5,500

Justification:

Budget revision to recognize new Homeland Security-HSGP Grant Award in the amount of \$5500. The funding will be used to conduct an Active Shooter Exercise.

Funding Source:

State: 5500

Other: _____

Federal: _____

Fees: _____

Fund Balance:

County: _____

New: _____

Prior Year: _____

Other: _____

Submitted By: Randy Deegan
Department Representative

Date: 10-27-15

Reviewed By: Deborah W. Shaw
Budget Analyst

Date: 10-28-15

Reviewed By: Bob Jucker
for Finance Director

Date: 10/28/15

Reviewed By: _____
Assistant County Manager

Date: _____

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____



North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2015

Grant Award #: EMW-2015-SS-00062-S01

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient:

Cumberland County
Tax ID/EIN #: 56-6000-291A
DUNS#: 615719825

MOA # 1504-17

DPS Fund Code: 1502-7A12- 35H1

MOA Amount: \$5,500.00

MOA Period of Performance to - 9/01/2015 to 8/31/2017

1. **Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete federal grant instructions is available at www.fema.gov.

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Operations, Equipment Purchases, Trainings and Exercises. For more detailed description of the project approved for MOA# 1504-17. Please see Attachment 1 for detailed Scope of Work.

2. **Program Authorization and Regulations:**

This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

Projects managed by the Recipient (State) on behalf of Sub Recipient (Only)

By checking this Box I request that the Recipient Retain Funds effective 9/1/2015. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$5,500.00 awarded through the FY 2015 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, Equipment Purchases, Trainings and Exercises activities to improve prevention, protection, preparedness, response and recovery. Please see Attachment 1 for detailed Scope of Work.

3. **Compensation:** Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.
4. **Funding Eligibility Criteria:** Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:
- A. Every participant must:
- i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
 - ii. Complete any procurement(s) and expenditures no later than 8/31/2017.
 - iii. Provide quarterly progress reports to NCEM Branch or Grants office personnel using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15th.
- B. File Retention: Sub-Recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.
- i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:
 1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
 2. Completed appropriate cost report forms with invoices and proof(s) of payment
 3. Audit Findings and Corrective Action Plans
 4. Equipment Inventory records with photo documentation of labeling
- C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.
- D. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.
5. **Conditions:** The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2015 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to a 36-month period.

6. **Supplantation:** Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.
7. **Compliance.** Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA). Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.
8. **Responsibilities:**
 - A. The Recipient shall:
 - i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
 - ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
 - iii. The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 8/31/2017.
 - iv. Directly monitor the completion of this project.
 - B. The Sub-Recipient shall:
 - i. Expend FY 2015 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFOA, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
 - ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFOA and the USDHS and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Complete the procurement(s) process not later than 8/31/2017.
- E. Provide quarterly progress reports to the Homeland Security Grant Manager, DPR chair, and/or Branch Office by the following dates: 15th January, 15th April, 15th July and 15th October each calander the grant is active.
Attachment 2
- F. Provide a list at project completion phase to the Homeland Security Grant Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- G. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HSGP NOFOA and Grant Award and Special Conditions documents.
- H. Maintain a grant management filing system as required in this MOA and Attachment 3.
- I. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that “effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub- Recipients have not been suspended or debarred from doing business with the federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: ***“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and Department of Public Safety, North Carolina Emergency Management.”*** Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words ***“Funded by U.S. Department of Homeland Security.”***
- M. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA. Sub-Recipient shall prominently mark any equipment purchased with grant funding as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
- N. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- O. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.

- i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-Recipient must provide quarterly updates until all funds are expended.
- ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
- iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
- v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fema.gov.

P. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

- i. Any equipment purchased under the Homeland Security Grant is subject to use as a regional asset to be utilized by the US DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

R. Each Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.

S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

T. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

U. HSGP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-receipt instructions document provided by NCEM.

9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.

A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDHS, FEMA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds

cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2015 HSGP NOFOA, available at: www.fema.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. **Taxes:** Sub-Recipient shall be considered to be an independent Sub-Recipient and as such shall be responsible for all taxes.
11. **Warranty.** As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
12. **Audit Requirements:** For all homeland security grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.
13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unless noted in section 2 of the MOA.
14. **Points of Contact.** To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security and the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.
15. **Public Records Access:** While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. **Subcontracting:** If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFOA referenced herein.
17. **Situs:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
18. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
19. **Other Provisions/Severability:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
20. **Compliance with the law:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2015 HSGP NOFOA.
21. **Entire Agreement:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
22. **Modification.** This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.
23. **Termination.** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 2/28/2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.
24. **Budget and Scope of Work:**

SUB-RECIPIENT shall implement the HSGP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

Project Costs:

Federal Share:	\$ 5,500.00
State Share:	\$ 0.00
Local Share:	\$ 0.00
TOTAL:	\$ 5,500.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **July 15th** to the HSGP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable)

- i. Quarterly project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HSGP ;
- iii. After action report from exercise;
- iv. Training course roster and description
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project

25. Lobbying Prohibition: The Sub-Recipient certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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.
- B. In 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

☐ **Sub- Recipient agrees to comply with above requirements**

26. Assurance of Compliance with Title VI of the Civil Rights Act of 1964: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as my be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

☐ Sub- Recipient agrees to comply with above requirements

27. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** Sub-Recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDHS, and **HEREBY GIVES**

ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:

- A. That the Sub-Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. That the Sub-Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
 - i. The Sub-Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

☐ **Sub- Recipient agrees to comply with above requirements**

28. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

☐ **Sub- Recipient agrees to comply with above requirements:**

29. Assurance of Compliance with Privacy Act: The Sub-Recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.
- B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors,, sub recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

☐ **Sub- Recipient agrees to comply with above requirements**

30. Certification Regarding Drug-Free Workplace Requirements (Sub Recipients Other Than Individuals):

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988*, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 44 CFR Part 2)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Sub-recipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

☐ Sub- Recipient agrees to comply with above requirements:

31. Execution and Effective Date: This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 09/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

32. Term of this Agreement: This agreement shall be in effect from 9/01/2015 to 8/31/2017.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 9/1/2015.

**N.C. DEPARTMENT OF
PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

CUMBERLAND COUNTY
131 DICK STREET
FAYETTEVILLE NC 28301-5750

DocuSigned by:
Michael A. Sprayberry
BY: 82F8EE54M64M45
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: _____

APPROVED AS TO PROCEDURES:

BY: _____
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by:
William Polk
 BY: 2891B1CC4724101
**WILLIAM POLK, ASSISTANT GENERAL COUNSEL
 REVIEWED FOR THE DEPARTMENT OF
 PUBLIC SAFETY, BY WILLIAM POLK,
 DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
 PURPOSES OF THE US DEPARTMENT OF
 HOMELAND SECURITY GRANT PROGRAMS**

BY: _____
FRANK L. PERRY, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2015 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

Exercise Request

*Submitted By	Cumberland County
*Exercise Name	Cumberland County Active Shooter TTX
Location	TBD
Sponsoring Agency	Cumberland County Emergency Services
Military Installation	
For Official Use Only	
MOA #	
Status	Approved
Status Date	09/14/2015

*Scenario (check all that apply)			
☐ Chemical Release or Threat	☐ Nuclear Release or Threat		
☐ Cyber	☐ Natural Disaster		
☐ Radiological Release or Threat	☐ Explosive Detonation or Threat		
☐ Agriculture	☒ Active Shooter		
Other Scenario			
*Type (check all that apply)			
☐ Drill	☐ Full-Scale Exercise (FSE)	☐ Functional Exercise (FE)	☐ Game
☐ Planning Conference	☐ Seminar	☒ Tabletop Exercise (TTX)	☐ Workshop
*Focus (check all that apply)			
☒ Prevention	☒ Protection	☒ Mitigation	☒ Response
☒ Recovery			
Other Focus			
*Scope (check all that apply)			
☐ Local Only	☐ Regional (within State)	☐ Private/Corporation	☐ Multi-State
☐ VOAD (Red Cross, etc.)	☐ Local/State	☐ National Level Exercise	☒ Multi-Local
☐ Federal/State/Local			
Other Scope			

Exercise Sponsor Point of Contact Information

Organization	Cumberland County Emergency Services
County Manager	Amy Cannon
County Tax ID	56-6000291
Contact Name	Gene Booth
Address	131 Dick St.
City/State/Zip	Fayetteville, NC 28301
Phone	9106787641
Email	

wbooth@co.cumberland.nc.us

***Major Participating Agencies/Organizations**

☒ County EM ☒ County Fire ☒ County Health ☒ County Rescue Squad ☒ County SAR
☒ Local Law Enforcement ☒ State Agencies

Other:

Cape Fear Valley Hospital
 Cumberland County School System
 Fayetteville Fire Department

Schedule

Provide Final Proposal to NCEM 09/14/2015
 Prepare Exercise Plan 05/02/2016
 Mail Notice of Exercise 05/31/2016
 Conduct Exercise between 07/01/2016 and 07/31/2016
 Complete Action Report 08/31/2016

Brief Exercise Overview:

The table top exercise will consist of a guided discussion relating to the preparation, response, recovery, and future mitigation of an active shooter within a high hazard occupancy. Cumberland County area partners have been conducting planning meetings to develop an active shooter or violent assailant response plan. The plan will be based on the NC guidance to be published soon. The group has also hosted workshops to enhance the awareness of the response plan needs.

***Estimated Budget**

	Description	Cost
1	Table Top Exercise Planning and Conduct	4000.00
2	Lunch	1000.00
3	Print	500.00
4		
TOTAL		\$5,500.00

Attached Documents

Document		Browse...
Description		
Select	Description	Document

Additional Notes

Attachment 2

QUARTERLY PROGRESS REPORT

Subgrantee: _____ **County** _____
FY15 HSGP – MOA # _____

Quarter (list dates): _____

Grant Award: \$ _____

Funds Expended Prior Quarters: _____

Funds Expended this Quarter: _____

Activities	Metric	Current Status
1.	(ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:

January 15

April 15

July 15

October 15

Attachment 3

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices and proof(s) of payment



ITEM NO. 20

Cumberland Soil and Water Conservation District
Charlie Rose Agri-Expo Center
301 East Mountain Drive, Suite 229 - Fayetteville, NC 28306-3422
Telephone: (910) 484-8479

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 2, 2015

TO: BOARD OF COMMISSIONERS
FROM: DONNA H. FOSTER, ADMINISTRATIVE PROGRAM OFFICER *dhf*
DATE: OCTOBER 21, 2015
SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD) and Cumberland County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

Attached is the Memorandum of Agreement.

RECOMMENDATION/PROPOSED ACTION

Approve the Memorandum of Understanding.

/dhf

MEMORANDUM OF UNDERSTANDING

Between the

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

and the

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES - DIVISION OF SOIL AND WATER
CONSERVATION**

and

THE CUMBERLAND SOIL AND WATER CONSERVATION DISTRICT

and

CUMBERLAND COUNTY, NORTH CAROLINA

**For their Cooperation in the
Conservation of Natural Resources**

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD) and Cumberland County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The county is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of local, state and federal conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD technical employees in the office will maintain adequate knowledge of available conservation programs in order to provide basic customer service including, but not limited to:

1. Providing basic information about program requirements and signup periods
2. Helping a customer complete a program application
3. Interviewing the customer to determine resource concerns and conservation issues
4. Gathering of farm data to support development of a conservation plan
5. Developing a conservation plan

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board of Supervisors has the responsibility, with the assistance of NRCS, to organize local work groups to assess resource conditions and establish local priorities, and develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01-June 30). Specifically, NRCS employees will first address workload associated with Federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North Carolina Agriculture Cost Share Program (NCASCP) and other District priorities. Likewise, District staff will first address workload

associated with the NCACSP, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Programs to be Implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns. Employees from both agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be provided to the appropriate media concerning district activities and programs.

See Attachment A for a marketing profile and a summary of media outlets.

TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practice.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice job approval authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice job approval authority will be determined and documented according to NRCS National Engineering Manual, Part 501 and in accordance with the NC NRCS policy and procedures regarding job approval authority. Job approval authority for District employees for non agricultural practices will be determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal,

state, county, and district resources. There are certain authorities delegated to specific staff as follows:

Department Head

The parties jointly agree that Donna Foster will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy when employees are not employed by the county.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) The management of county employees is the responsibility of the Cumberland District Board of Supervisors.
- d) The District Conservationist is delegated the authority for:
 - 1) Technical oversight
 - a. As a condition of assigning Job Approval Authority for agricultural practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area personnel will also periodically review the technical work of both NRCS and District employees in the office.
 - 2) Delivery of employee technical training and development
- e) The Department Head will make recommendations to the Cumberland District Board of Supervisors regarding the following in accordance with county government policy:
 - 1) Recruitment and hiring of district employees
 - 2) Employee performance evaluation, including awards, disciplinary actions, and separation
 - 3) Leave coordination and approval
 - 4) Certification of Time and Attendance reports
 - 5) Determination and approval of training requiring expenditure of district funds
 - 6) For counties with technicians cost shared through the state's Cost Share Programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of county employees will be done in accordance with applicable law and county personnel policies. Likewise, hiring, supervision, development, evaluation and dismissal of NRCS employees will be done in accordance with applicable law and NRCS personnel policies.

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets
- 2) Tracking of expenditures for maintaining funding accountability
- 3) Making recommendations regarding expenditure of funds and purchases

TECHNICAL AND ADMINISTRATIVE CONTACTS

NRCS	<u>Technical</u>
Name:	Renessa Hardy Brown
Title:	District Conservationist
Address:	301 East Mountain Dr. Suite 229 Fay, NC 28306
Phone No.	910-484-8479 ext. 3
Fax No.	844-325-6821
E-mail:	renessa.brown@nc.usda.gov

NRCS	<u>Administrative</u>
Name:	Renee Melvin
Title:	ASTC – Field Operations
Address:	208 C Malloy St, Goldsboro, NC 27534
Phone No.	919-751-0976
Fax No.	919-751-9876
E-mail:	Renee.melvin@nc.usda.gov

SWCD	<u>Technical</u>
Name:	Larry Simpson
Title:	NCACSP Technician
Address:	301 East Mountain Dr. Suite 229 Fay, NC 28306
Phone No.	910-484-8479 ext. 3
Fax No.	844-325-6821
E-mail:	larry.simpson@nc.nacdnet.net

SWCD	<u>Administrative</u>
Name:	Donna Foster
Title:	Administrative Program Officer
Address:	301 East Mountain Dr. Suite 229 Fay, NC 28306
Phone No.	910-484-8479 ext. 3
Fax No.	844-325-6821
E-mail:	dfoster@co.cumberland.nc.us

RECORDS, FACILITIES, AND EQUIPMENT

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. Any and all parties may negotiate formal agreements when financial reimbursement for use of office space, vehicles or other equipment/facilities is required. Specifically, the following is mutually agreeable:

- 1) **Vehicles:** Cumberland County will provide transportation, either a vehicle or mileage reimbursement, for District employees. NRCS will provide a vehicle for the NRCS employee(s). District personnel with NRCS approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel. District personnel operating a federal government vehicle must provide proof of liability insurance.
- 2) **Office Space:** Cumberland County will provide office space for the District and NRCS employees at the USDA Service Center. Any space is provided at no cost and is incidental to this agreement.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes

FEE FOR SERVICES

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services (for example: sell materials (i.e. native species plants); solicit sponsorship for special events, or community/educational workshops; general fundraising) which are not provided through federal financial or technical assistance.

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Business Plan/Plan of Operations by July 31 to the other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

REVIEW/MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE

NCDA&CS-DIVISION OF SOIL AND
WATER CONSERVATION

By: _____
State Conservationist

By: _____
Director

Date: _____

Date: _____

CUMBERLAND SOIL AND WATER
CONSERVATION DISTRICT

CUMBERLAND COUNTY

By: Clyde McSpill Jr.
Chairperson

By: _____
County Manager

Date: 9-11-15

Date: _____

CUMBERLAND COUNTY FINANCE
THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTRAL ACT

CUMBERLAND COUNTY

By: _____
County Finance Director

By: _____
County Attorney's Office

Date: _____

Date: _____

Attachment A

The following is a detailed list of Resource Inventories, Programs and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to customers and clients. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)
River Basin Study Reports
Natural Heritage Inventory of Cumberland County
Cumberland County GIS
Cumberland SWCD Long Range Plan
Soil Survey of Cumberland County
Grassland Reserve Program (GRP)

NC Agriculture Cost Share Program (NCACSP)
Environmental Quality Incentives Program (EQIP)
Forest Land Enhancement Program (FLEP)
Wildlife Habitat Incentives Program (WHIP)
Toolkit
Maps (USGS Topographical, National Wetland Inventory and Flood Insurance Rate Maps.)
Historical Aerial Photos

PROGRAMS

Federally Initiated Programs

Conservation Technician Assistance (CTA)
National Cooperative Soil Survey (NCSS)
Small Watershed Program (PL-566)
River Basin Surveys & Investigations (RB-09)
Resource Conservation & Development (RC&D)
Emergency Watershed Program (EWP)
Environmental Quality Incentives Program (EQIP)
Grassland Reserve Program (GRP)
Conservation Stewardship Program (CStP)

Forest Land Enhancement Program (FLEP)
Wetland Reserve Program (WRP)
Wildlife Habitat Incentives Program (WHIP)
Conservation Reserve Program (CRP / CREP)
Emergency Conservation Program (ECP)
NC Partners for Wildlife
Farmland Protection
319 Funds
Other Farm Bill authorized conservation programs

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) – DSWC
Erosion and Sedimentation Control – Urban Areas
Stewardship Incentive Program (SIP) – NCFS
Confined Animal Permits – NCDENR
Farmland Protection
NC-Wetland Restoration Program (NC-WRP)
NC Agriculture Water Resources Assistance Program (AgWRAP) - DSWC

Community Conservation Assistance Program (CCAP)
Clean Water Management Trust Fund
Wildlife Biology Technical Assistance–NCWRC
Wildlife Restoration Committee
State non-discharge rules (0.100, 0.2H200 & 0.2T)

Forest Development Plan (FDP) – NCFS
North Carolina Environmental Education Plan
North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation
Erosion and Sedimentation Control – Urban Areas
Site Plan Reviews – Non Ag. Developments
Environmental Education
Awards and Recognition Program

Open Spaces Institute Advisory Board

MARKETING MEDIA

- Newsletters (SWCD, FSA, CES, Country Intranet)
- Private Schools
- Public Schools
- Church Newsletters
- Local Government payrolls and billings

- Regional Chamber of Commerce
- Community College
- Internet Web Pages (State, County, SWCD)
- 4-H Groups
- Local Broadcasting (TV, Radio, Cable)

MEMORANDUM OF UNDERSTANDING

**Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
and the
NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES - DIVISION OF SOIL AND WATER
CONSERVATION
and
THE CUMBERLAND SOIL AND WATER CONSERVATION DISTRICT
and
CUMBERLAND COUNTY, NORTH CAROLINA**

**For their Cooperation in the
Conservation of Natural Resources**

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD) and Cumberland County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The county is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of local, state and federal conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD technical employees in the office will maintain adequate knowledge of available conservation programs in order to provide basic customer service including, but not limited to:

1. Providing basic information about program requirements and signup periods
2. Helping a customer complete a program application
3. Interviewing the customer to determine resource concerns and conservation issues
4. Gathering of farm data to support development of a conservation plan
5. Developing a conservation plan

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board of Supervisors has the responsibility, with the assistance of NRCS, to organize local work groups to assess resource conditions and establish local priorities, and develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01-June 30). Specifically, NRCS employees will first address workload associated with Federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North Carolina Agriculture Cost Share Program (NCASCP) and other District priorities. Likewise, District staff will first address workload

associated with the NCACSP, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Programs to be Implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns. Employees from both agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be provided to the appropriate media concerning district activities and programs.

See Attachment A for a marketing profile and a summary of media outlets.

TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practice.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice job approval authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice job approval authority will be determined and documented according to NRCS National Engineering Manual, Part 501 and in accordance with the NC NRCS policy and procedures regarding job approval authority. Job approval authority for District employees for non agricultural practices will be determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal,

state, county, and district resources. There are certain authorities delegated to specific staff as follows:

Department Head

The parties jointly agree that Kay Bullard will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy when employees are not employed by the county.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) The management of county employees is the responsibility of the Cumberland District Board of Supervisors.
- d) The District Conservationist is delegated the authority for:
 - 1) Technical oversight
 - a. As a condition of assigning Job Approval Authority for agricultural practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area personnel will also periodically review the technical work of both NRCS and District employees in the office.
 - 2) Delivery of employee technical training and development
- e) The Department Head will make recommendations to the Cumberland District Board of Supervisors regarding the following in accordance with county government policy:
 - 1) Recruitment and hiring of district employees
 - 2) Employee performance evaluation, including awards, disciplinary actions, and separation
 - 3) Leave coordination and approval
 - 4) Certification of Time and Attendance reports
 - 5) Determination and approval of training requiring expenditure of district funds
 - 6) For counties with technicians cost shared through the state's Cost Share Programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of county employees will be done in accordance with applicable law and county personnel policies. Likewise, hiring, supervision, development, evaluation and dismissal of NRCS employees will be done in accordance with applicable law and NRCS personnel policies.

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets
- 2) Tracking of expenditures for maintaining funding accountability
- 3) Making recommendations regarding expenditure of funds and purchases

TECHNICAL AND ADMINISTRATIVE CONTACTS

NRCS	<u>Technical</u>
Name:	Renessa Hardy Brown
Title:	District Conservationist
Address:	301 East Mountain Dr. Suite 229 Fay, NC 28306
Phone No.	910-484-8479 ext. 3
Fax No.	910-484-3157
E-mail:	renessa.brown@nc.usda.gov

NRCS	<u>Administrative</u>
Name:	Renee Melvin
Title:	ASTC – Field Operations
Address:	208 C Malloy St, Goldsboro, NC 27534
Phone No.	919-751-0976
Fax No.	919-751-9876
E-mail:	Renee.melvin@nc.usda.gov

SWCD	<u>Technical</u>
Name:	Larry Simpson
Title:	NCACS Technician
Address:	301 East Mountain Dr. Suite 229 Fay, NC 28306
Phone No.	910-484-8479 ext. 3
Fax No.	910-484-3157
E-mail:	larry.simpson@nc.usda.gov

SWCD	<u>Administrative</u>
Name:	Kay Bullard
Title:	Admin Assistant
Address:	301 East Mountain Dr. Suite 229 Fay, NC 28306
Phone No.	910-484-8479 ext. 3
Fax No.	910-484-3157
E-mail:	kbullard@co.cumberland.nc.us

RECORDS, FACILITIES, AND EQUIPMENT

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. Any and all parties may negotiate formal agreements when financial reimbursement for use of office space, vehicles or other equipment/facilities is required. Specifically, the following is mutually agreeable:

- 1) **Vehicles:** Cumberland County will provide transportation, either a vehicle or mileage reimbursement, for District employees. NRCS will provide a vehicle for the NRCS employee(s). District personnel with NRCS approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel. District personnel operating a federal government vehicle must provide proof of liability insurance.
- 2) **Office Space:** Cumberland County will provide office space for the District and NRCS employees at the USDA Service Center. Any space is provided at no cost and is incidental to this agreement.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes

FEE FOR SERVICES

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services (for example: sell materials (i.e. native species plants); solicit sponsorship for special events, or community/educational workshops; general fundraising) which are not provided through federal financial or technical assistance.

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Business Plan/Plan of Operations by July 31 to the other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

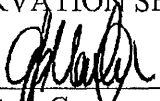
The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

REVIEW/MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE

By: 
State Conservationist

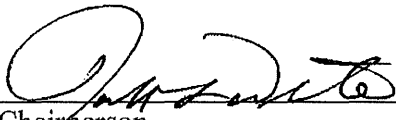
Date: 9/28/12

NCDA&CS-DIVISION OF SOIL AND
WATER CONSERVATION

By: Patricia B. Harris
Director

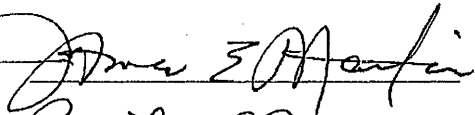
Date: 9.19.2012

CUMBERLAND SOIL AND WATER
CONSERVATION DISTRICT

By: 
Chairperson

Date: 8/14/2012

CUMBERLAND COUNTY

By: 
Title: County Manager

Date: 9-10-12

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


County Finance Director

APPROVED FOR LEGAL SUFFICIENCY

By: TL Monaghan
County Attorney's Office

Attachment A

The following is a detailed list of Resource Inventories, Programs and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to customers and clients. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)
River Basin Study Reports
Natural Heritage Inventory of Cumberland County
Cumberland County GIS
Cumberland SWCD Long Range Plan
Soil Survey of Cumberland County
Grassland Reserve Program (GRP)

NC Agriculture Cost Share Program (NCACSP)
Environmental Quality Incentives Program (EQIP)
Forest Land Enhancement Program (FLEP)
Wildlife Habitat Incentives Program (WHIP)
Toolkit
Maps (USGS Topographical, National Wetland Inventory and Flood Insurance Rate Maps.)
Historical Aerial Photos

PROGRAMS

Federally Initiated Programs

Conservation Technician Assistance (CTA)
National Cooperative Soil Survey (NCSS)
Small Watershed Program (PL-566)
River Basin Surveys & Investigations (RB-09)
Resource Conservation & Development (RC&D)
Emergency Watershed Program (EWP)
Environmental Quality Incentives Program (EQIP)
Grassland Reserve Program (GRP)
Conservation Stewardship Program (CStP)

Forest Land Enhancement Program (FLEP)
Wetland Reserve Program (WRP)
Wildlife Habitat Incentives Program (WHIP)
Conservation Reserve Program (CRP / CREP)
Emergency Conservation Program (ECP)
NC Partners for Wildlife
Farmland Protection
319 Funds
Other Farm Bill authorized conservation programs

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) – DSWC
Erosion and Sedimentation Control – Urban Areas
Stewardship Incentive Program (SIP) – NCFS
Confined Animal Permits – NCDENR
Farmland Protection
NC-Wetland Restoration Program (NC-WRP)
NC Agriculture Water Resources Assistance Program (AgWRAP) - DSWC

Community Conservation Assistance Program (CCAP)
Clean Water Management Trust Fund
Wildlife Biology Technical Assistance–NCWRC
Wildlife Restoration Committee
State non-discharge rules (0.100, 0.2H200 & 0.2T)

Forest Development Plan (FDP) – NCFS
North Carolina Environmental Education Plan
North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation
Erosion and Sedimentation Control – Urban Areas
Site Plan Reviews – Non Ag. Developments
Environmental Education
Awards and Recognition Program

Open Spaces Institute Advisory Board

MARKETING MEDIA

- Newsletters (SWCD, FSA, CES, Country Intranet)
- Private Schools
- Public Schools
- Church Newsletters
- Local Government payrolls and billings

- Regional Chamber of Commerce
- Community College
- Internet Web Pages (State, County, SWCD)
- 4-H Groups
- Local Broadcasting (TV, Radio, Cable)

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor

ITEM NO. 2E

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7753 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
NOVEMBER 2, 2015**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR *vje*

DATE: OCTOBER 26, 2015

SUBJECT: APPROVAL OF PRIOR YEAR PAYMENT REQUESTS FROM
HEALTH DEPARTMENT

BACKGROUND

Each year a cutoff date for invoice processing is set by the Finance Department to allow for sufficient time to run reports and analyze data for the fiscal year year-end close and financial audit. Since the cutoff date, the Health Department received the following eight fiscal year 2015 invoices that need consideration for payment:

<u>Vendor</u>	<u>Amount</u>
Airgas	\$ 42.37
Cape Fear Valley OB/GYN	70.01
Cumberland Anesthesia Associates	631.04
Polley Clinic of Dermatology	302.30
Polley Clinic of Dermatology	163.30
Shred-It	44.00
UNC Hospitals	401.04
Valley Radiology	67.70
Total	\$1,721.76

Sufficient funds exist within the current fiscal year 2016 Health Department budget to cover the prior year cost; therefore, a budget revision is not needed.

Celebrating Our Past...Embracing Our Future

RECOMMENDATION

Management is requesting approval to pay the Health Department's prior year invoices totaling \$1,721.76.



CUMBERLAND
COUNTY
NORTH CAROLINA

DEPARTMENT OF PUBLIC HEALTH

Memo

TO: Vicki Evans, Finance Director
FROM: Tracy Gurganus, Accounting Specialist
DATE: October 23, 2015
SUBJECT: Request to pay old year invoices

Attached please find eight Fiscal Year 15 invoices we need approval to pay.

Following is a listing of each invoice and the reasons why we are asking for late payment.

- *Shred-It \$44.00 – received after the cut-off for paying FY 15 invoices
- *Cape Fear Valley OB/GYN \$70.01– received after the cut-off for paying FY 15 invoices
- *Valley Radiology \$67.70– received after the cut-off for paying FY 15 invoices
- *Airgas \$42.37 – coding error resulting in a portion of the invoice not being paid, did not discover until after the cut-off for paying FY 15 invoices
- *Polley Clinic of Dermatology \$302.30 received after the cut-off for paying FY 15 invoices
- *Polley Clinic of Dermatology \$163.30 received after the cut-off for paying FY 15 invoices
- *Cumberland Anesthesia Associates \$631.04 received after the cut-off for paying FY 15 invoices
- *UNC Hospitals \$401.04 received after the cut-off for paying FY 15 invoices

We strive to have all invoices paid in a timely manner, however; we cannot anticipate medical service invoices.

Thank you for your consideration of this request.



Airgas USA, LLC
PO Box 9249
Marietta, GA 30065-2249

CYLINDER RENTAL INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
06/30/2015	2735773	9928802528	07/30/2015	\$ 169.48

SOLD BY AIRGAS USA, LLC
508 S EASTERN BLVD
FAYETTEVILLE NC 28301-6314
910-483-1451

Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: airgas.com/onlinebillpay

We accept



RECEIVED

PAID JUL 17 2015

JUL 22 2015

OLD YEAR

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO CUMBERLAND COUNTY HEALTH DEPT
1235 RAMSEY ST
FAYETTEVILLE NC 28301-4401



022240
3



AIRGAS USA, LLC
PO BOX 532609
ATLANTA GA 30353-2609

PIIS 30209

27357731992880252800000169486

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 800-727-0693

TO ENSURE PROPER CREDIT, PLEASE RETURN THE OFFER OR ITEM WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT, PLEASE CALL: 800-727-0093											
INVOICE NO.	SOLD TO NUMBER	SHIP TO						INVOICE DATE	RENTAL PURCHASE ORDER NO.		TERMS
9928802528	2735773	2735773						06/30/2015	RENT		NET 30
MATERIAL / DESCRIPTION DOCUMENT / DATE		BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMXS-OX - Rent Cyl Med Xs Oxygen		12	0	0	0	12	0	12	360	\$0.433/DAY	\$155.88 N
		12	0	0	0	12					\$155.88

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

AIRG 560603

101-431-4315-2395 \$42.37

101-431-4306-2395 \$42.37

101-431-4304-2395 \$42.37

One line omitted in error

101-431-4316-2395

\$42.37

cidw

PJS

Cardi
York

cidw

Hazmat: 13.60

Important: See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT \$ 169.48

FOR WIRE TRANSFER PAYMENTS

AIRGAS USA, LLC
Acct No. 8606074182
PNC Bank, ABA No 031000053



www.airgas.com

Airgas USA, LLC
PO Box 9249
Marietta, GA 30065-2249

SHIP TO: 2735773
CUMBERLAND COUNTY HEALTH DEPT
1235 RAMSEY ST
FAYETTEVILLE NC 28301-4401

For change of address
email to: sdw_adrss@airgas.com
or call 678-903-7716

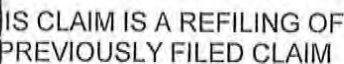
HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

BREAST CERVICAL CANCER CONTROL
1235 RAMSEY STREET

FAYETTEVILLE NC 28301-4401

PICA ☐ ☐ ☐[illegible]



CUMBERLAND COUNTY DETENTION CENTER
ATTN KIM MCLAMB
204 GILLESPIE ST
FAYETTEVILLE NC 28301

NC 28301

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

(4) *Kindred McHart*

Lev: 1
PICA ☐ 12

1. MEDICARE ☐ (Medicare#)		MEDICAID ☐ (Medicaid#)		TRICARE ☐ (ID#/DoD#)		CHAMPVA ☐ (Member ID#)		GROUP HEALTH PLAN ☐ (ID#)		FECA BLK LUNG ☐ (ID#)		OTHER ☒ (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1) [REDACTED]		1b. INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED]															
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) [REDACTED]								3. PATIENT'S BIRTH DATE MM DD YY [REDACTED] 1982 M ☒ F ☐				4. INSURED'S ADDRESS (No., Street) [REDACTED]																			
5. PATIENT'S ADDRESS (No., Street) [REDACTED]								6. PATIENT RELATIONSHIP TO INSURED Self ☒ Spouse ☐ Child ☐ Other ☐				7. INSURED'S ADDRESS (No., Street) [REDACTED]																			
CITY FAYETTEVILLE								STATE NC		CITY FAYETTEVILLE								STATE NC													
ZIP CODE 28301				TELEPHONE (Include Area Code) [REDACTED]				ZIP CODE 28301								TELEPHONE (Include Area Code) [REDACTED]															
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) a. OTHER INSURED'S POLICY OR GROUP NUMBER b. RESERVED FOR NUCC USE c. RESERVED FOR NUCC USE d. INSURANCE PLAN NAME OR PROGRAM NAME								10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) ☐ YES ☒ NO b. AUTO ACCIDENT? ☐ YES ☒ NO c. OTHER ACCIDENT? ☐ YES ☒ NO 10d. CLAIM CODES (Designated by NUCC)								11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURED'S DATE OF BIRTH MM DD YY M ☐ F ☐ b. OTHER CLAIM ID (Designated by NUCC) c. INSURANCE PLAN NAME OR PROGRAM NAME d. IS THERE ANOTHER HEALTH BENEFIT PLAN? ☐ YES ☐ NO If yes, complete items 9a, and 9d.															
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 07/11/2014																13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE															
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL								15. OTHER DATE MM DD YY QUAL								16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY															
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN IJEOMA A EJEH MD								17a. LG 17b. NPI 1740389188								18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY															
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)																20. OUTSIDE LAB? \$ CHARGES ☐ YES ☒ NO				22. RESUBMISSION CODE ORIGINAL REF. NO.											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) A. 550.90 B. 401.9 C. 272.4 D. E. F. G. H. I. J. K. L. ICD Ind. 9																23. PRIOR AUTHORIZATION NUMBER				24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSON Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #											
ANESTHESIA TIME: 10:33 - 15:05 07 11 14 07 11 14 22 N 00830 QK ABC 2346.00 272 N NPI 1048311301																25. FEDERAL TAX I.D. NUMBER 561688824 SSN EIN ☒				26. PATIENT'S ACCOUNT NO. [REDACTED]				27. ACCEPT ASSIGNMENT? (For govt. claims, see back) ☒ YES ☐ NO							
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) LARRY D WITHERS, MD 01/25/2015 SIGNED DATE																32. SERVICE FACILITY LOCATION INFORMATION CAPE FEAR VALLEY MEDICAL CENTER 1638 OWEN DRIVE FAYETTEVILLE NC 28304-3424 1639172869								33. BILLING PROVIDER INFO & PH # 800 919-1190 CUMBERLAND ANESTHESIA ASSOCIATES, PO BOX 538211 ATLANTA GA 30353-8211 1942301494							



CUMBERLAND COUNTY DETENTION CENTER
1235 Ramsey St
FAYETTEVILLE, NC, 28301

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA		PICA	
1. MEDICARE (Medicare#) ☐ MEDICAID (Medical#) ☐ TRICARE (ID#) ☐ CHAMPVA (Member ID#) ☐ GROUP HEALTH PLAN (ID#) ☐ FECA BLK LUNG (ID#) ☐ OTHER (ID#) ☒		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		4. INSURED'S NAME (Last Name, First Name, Middle Initial)	
5. PATIENT'S ADDRESS (No., Street)		7. INSURED'S ADDRESS (No., Street)	
CITY FAYETTEVILLE	STATE NC	CITY FAYETTEVILLE	STATE NC
ZIP CODE 28301	TELEPHONE (Include Area Code)	ZIP CODE 28301	TELEPHONE (Include Area Code)
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		11. INSURED'S POLICY GROUP OR FECA NUMBER	
a. OTHER INSURED'S POLICY OR GROUP NUMBER	10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) ☐ YES ☒ NO b. AUTO ACCIDENT? ☐ YES ☒ NO c. OTHER ACCIDENT? ☐ YES ☒ NO	a. INSURED'S DATE OF BIRTH (MM DD YY) ☒ M ☐ F b. OTHER CLAIM ID (Designated by NUCC)	
b. RESERVED FOR NUCC USE	10d. CLAIM CODES (Designated by NUCC)	c. INSURANCE PLAN NAME OR PROGRAM NAME CUMBERLAND COUNTY DETENTION C	
c. RESERVED FOR NUCC USE		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? ☐ YES ☒ NO If yes, complete items 9, 9a, and 9d.	
d. INSURANCE PLAN NAME OR PROGRAM NAME		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 11 12 2014		SIGNED SIGNATURE ON FILE	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN Polley Dennis C D.O.		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? ☐ YES ☒ NO \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) 238.2 A. B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO.	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSON Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #			
1 OFFICE VISIT EST. LEVEL 3			
11 12 14 11 12 14 11 99213 25 A 120.00 1 NPI 1679585434			
SKIN BIOPSY			
2 11 12 14 11 12 14 11 11100 59 A 250.00 1 NPI 1679585434			
BX SKN SUBQ/MUC MEMB EA SPX ADDL LESION			
3 11 12 14 11 12 14 11 11101 A 250.00 1 NPI 1679585434			
4			
5			
6			
25. FEDERAL TAX I.D. NUMBER 561700444 SSN EIN ☒		26. PATIENT'S ACCOUNT NO. 27. ACCEPT ASSIGNMENT? (For govt. claims, use back) ☒ YES ☐ NO	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS 001005185 JONES, CHERYL P (PA-C) 1679585434 10 01 2015		32. SERVICE FACILITY LOCATION INFORMATION Polley Clinic of Dermatology 106 Barcelona Drive Fayetteville NC 28303-4453 a 1104847714 b	
SIGNED SOF DATE		33. BILLING PROVIDER INFO & PH # P: (800) 2430566 POLLEY CLINIC OF DERMATOLOGY 1806 Glendale Drive SW Wilson NC 27893-4402 a 1104847714 b	



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CUMBERLAND COUNTY DETENTION CENTER

204 GALLESPIE ST

FAYETTEVILLE, NC, 28301

W-9 attached

PICA ☐		PICA ☐	
1. MEDICARE ☐ (Medicare #) MEDICAID ☐ (Medicaid #) TRICARE ☐ (ID#/DoD#) CHAMPVA ☐ (Member ID#) GROUP HEALTH PLAN ☐ (ID#) FECA BDL LUNG ☐ (ID#) OTHER ☒ (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE MM DD YY 2M ☒ F ☐	
5. PATIENT'S ADDRESS (No., Street)		6. PATIENT RELATIONSHIP TO INSURED Self ☒ Spouse ☐ Child ☐ Other ☐	
CITY FAYETTEVILLE STATE NC		CITY FAYETTEVILLE STATE NC	
ZIP CODE 28301 TELEPHONE (Include Area Code) ()		ZIP CODE 28301 TELEPHONE (Include Area Code) () 6	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) ☐ YES ☒ NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? ☐ YES ☒ NO PLACE (State)	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? ☐ YES ☒ NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.			
SIGNED		DATE 11 12 2014	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN Polley Dennis C D.O.		17a. NPI 1649291394	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
A. 692.9 B. C. D. E. F. G. H. I. J. K. L.		20. OUTSIDE LAB? ☐ YES ☒ NO \$ CHARGES	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER		22. RESUBMISSION CODE ORIGINAL REF. NO.	
LVL IV-SURG PATH GROSS&MCRSCP XM		23. PRIOR AUTHORIZATION NUMBER	
11 12 14 11 12 14 11 88305 A		F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #	
500.00 2 NPI 1649291394			
101-431-4306-3390 \$163.30			
163.30 P28			
25. FEDERAL TAX I.D. NUMBER SSN EIN 561700444 ☐ ☒		26. PATIENT'S ACCOUNT NO.	
27. ACCEPT ASSIGNMENT? ☒ YES ☐ NO		28. TOTAL CHARGE \$ 500.00	
29. AMOUNT PAID \$ 0.00		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS POLLEY, DENNIS (DO) 1649291394 10 01 2015		32. SERVICE FACILITY LOCATION INFORMATION Polley Clinic of Dermatology 106 Barcelona Drive Fayetteville NC 28303-4453	
33. BILLING PROVIDER INFO & PH # P: 8002430566 POLLEY CLINIC OF DERMATOLOGY 1806 Glendale Drive SW Wilson NC 27893-4402			
SIGNED SOF DATE		a. 1104847714 b. 1104847714	

Rec'd 10/5/15



Shred-it USA LLC
DBA Shred-it Raleigh
1251 Intrepid Ct
Raleigh NC 27610
FEIN #: 980157899

Customer Invoice

Invoice #: 8120422674
Billing Date: June 30, 2015
Account #: 13956635
Billing Currency: USD
Payment Terms: Net due in 30 days

CUMBERLAND COUNTY HEALTH
1235 Ramsey St
Fayetteville NC 28301-4401

Can we help you?
Website: www.shredit.com
E-mail: Raleigh@shredit.com
Customer Service: 919-212-0618

Summary of Charges

New Charges up to June 30, 2015	
Shredding Service	44.00
Total Tax	0.00
Invoice Total due on July 30, 2015	44.00

Thank you for your business.



By recycling your confidential documents
using Shred-it's secure service, you're
making a difference to the environment.

V# SHRE 465506

101-431-4334-3390 \$44.00

R/S

Please Remit To: SHRED-IT USA
P.O. Box 13574
New York NY 10087-3574

CERTIFICATE OF DESTRUCTION

Shred-it is committed to the secure
destruction of its customers' confidential
information. This certification will affirm
that Shred-it destroys the customers'
confidential material, pursuant to our
customers' request and instructions.

PLEASE ENSURE THE INVOICE NUMBERS YOU ARE PAYING ARE
CLEARLY STATED ON YOUR CHECK REMITTANCE

2/20/15

VALLEY RADIOLOGY

6501 DEANE HILL DR

ATTN: ZOTECMMP PROCESSING

KNOXVILLE, TN 37919

Invoice

Invoice Number

123456

Invoice Date

Phone: 865-766-8855

Fax: 865-766-8873

Sold To: CUMBERLAND CO BCCCP
6501 DEANE HILL RD
KNOXVILLE, TN 37919-6006

Customer 7 - QVARA

Customer PO

Payment Terms

Due Date

Net 30 Days

Oct 30, 2015

CURRENT PERIOD: 8/26/2015 12:00:01AM to 9/30/2015 1:40:26PM

Unit Unit

VALL 861348
1014314326.3203
67.70
adu
PSS

Sep 30, 2015



ITEM NO. _____

2F

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7753 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
NOVEMBER 2, 2015**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR *[Signature]*

DATE: OCTOBER 27, 2015

**SUBJECT: APPROVAL OF PAYMENT FOR FACILITIES MAINTENANCE
PRIOR YEAR INVOICE TO BRADY FOR SERVICES
PERFORMED IN FY2014**

BACKGROUND

Facilities Maintenance is requesting payment of a \$6,965.52 final Brady invoice for services rendered in February, 2014. The vendor recently realized they had not submitted a final invoice for the work and are now requesting payment. The work was performed and the invoice is owed. Procedures have been put in place to minimize this type of reoccurrence.

RECOMMENDATION

Management is requesting approval to pay the prior year Brady invoice in the amount of \$6,965.52 and the corresponding budget revision.

Celebrating Our Past...Embracing Our Future

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-136</u>
Date Received	<u>10-28-15</u>
Date Completed	

Fund No. 101 Agency No. 411 Organ. No. 4112
 Organization Name: Facilities Maintenance

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance		6,966	6,966
				-
				-
				-
				-
				-
	Total	0	6,966	6,966

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2798		Prior Year	0	6,966	6,966
					-
					-
					-
					-
					-
					-
		Total	0	6,966	6,966

Justification:

Allocation of fund balance requested to pay a prior year (FY14) invoice for maintenance equipment.

Funding Source: State: _____ Federal: _____ Fund Balance: County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: [Signature] Date: 10-26-15
 Department Head

Reviewed By: Duborah W. Shaw Date: 10-28-15
 Budget Analyst

Reviewed By: Bob Tucker Date: 10/28/15
 Finance Director

Reviewed By: _____ Date: _____
 Assistant County Manager

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMORANDUM

TO: Vicki Evans,
FROM: Jeffery Brown, Engineering & Infrastructure Director 
SUBJECT: FY14 Invoice
DATE: October 26, 2015

During the month of August 2015 we received an invoice from one of our frequently used vendors, Brady Services. The invoice was dated August 11, 2015 however; it is for work that was done in February 2014 on the boiler at the Detention Center. The original PO that was pulled in February 2014 included the amount we are currently being billed for however the vendor acknowledges that they under billed us.

We are requesting the Board's approval of a budget revision to allocate fund balance to pay this invoice.



1915 Church Street
Post Office Box 13587
Greensboro, NC 27415-3587

Phone: (336) 378-0670 Fax: (336) 379-8893
Federal ID# 56-1940678

Invoice Number	089087
Invoice Date	August 11, 2015
PO Number	Q1035
Contract	
Project	RE-F-13899
Page	1 of 1

Sold To: Cumberland County BMF
420 Mayview Street
Elec/Mech DPT 4117 RM 106
Fayetteville, NC 28306
United States

Remit To:

Attention Accounts Receivable Post Office Box 13587 Greensboro, NC 27415-3587

For: Work through 08/11/2015

Project Manager: JEFFREY B SHROPSHIRE

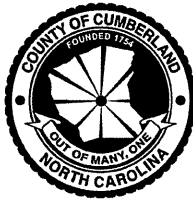
Brady shall disconnect hot water and chill water piping to remove coils, provided existing isolation valves hold. Brady shall remove and dispose of existing hot water and chill water coils. Brady shall furnish and install new hot water and chill water coils, per quote number 14022450-JS. PO number provided Q1035. Final billing.

Please contact Jeff Shropshire at 800-849-1915 with any billing questions.
Thank you for choosing Brady Services for your installation and service needs.
Your Comfort, Our Promise

Invoice Total

6,965.52

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 26

PHYLLIS P. JONES
Assistant County Attorney

ROBERT A. HASTY, JR.
Assistant County Attorney

OFFICE OF THE COUNTY ATTORNEY

5th Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829
(910) 678-7762

**MEMO FOR THE AGENDA OF THE NOVEMBER 2, 2015,
MEETING OF THE BOARD OF COMMISSIONERS**

TO: Board of Commissioners; Co. Manager; Hope Page
FROM: Co. Atty. *R. Moorefield*
DATE: October 28, 2015
SUBJECT: Offer to Purchase Surplus Property Being 1.19 Acres Located off Slocumb Road, Fayetteville, NC

BACKGROUND:

The County acquired the real property with PIN 0542-51-7136 from a tax foreclosure sale in 2011 for a purchase price of \$4,874.05. The parcel consists of 1.19 acres located off Slocumb Rd, Fayetteville with a tax value of \$15,000. Based on the County GIS Mapping system there does not appear to be a structure on the property. Summer Stokes has made an offer to purchase the property for \$4,874.05, and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is attached.

RECOMMENDATION/PROPOSED ACTION:

The county attorney recommends that the Board consider the offer of Summer Stokes and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0542-51-7136, being 1.19 acres located off Slocumb Rd., Fayetteville, for a purchase price of \$4,874.05. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

October ____, 2015

Candice White, Clerk to the Board

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, in 2009, the Department of Veterans Affairs set the goal of ending veteran homelessness by the end of 2015, and since then, the federal government approved increased funding to address the problem; and

WHEREAS, on October 1, 2013, Family Endeavors Supportive Services for Veteran Families began providing rapid re-housing for homeless veterans in Cumberland County, North Carolina. The program conducted intensive outreach to sheltered and unsheltered locations such as underpasses, streets and woods to locate, identify and engage homeless veterans; and

WHEREAS, October 1, 2014, the Department of Veterans Affairs recognized Cumberland County as one of 79 high-priority communities due to the large number of homeless veterans and the VA authorized additional Housing and Urban Development Veterans Assisted Supportive Housing vouchers and additional funding to Family Endeavors for rapid re-housing; and

WHEREAS, the Mayor of Fayetteville joined the national Mayor's Challenge to End Veteran Homelessness by 2015 and the City of Fayetteville and Cumberland County made homelessness a top priority; and

WHEREAS, unprecedented coordination between the Fayetteville VA Medical Center, Family Endeavors, the Continuum of Care, City of Fayetteville and Cumberland County Community Development Departments and community partners established a Coordinated Entry System for homeless veterans to ensure care coordination and rapid re-housing in order to achieve "Functional Zero" status for Cumberland County with more than 280 veterans finding permanent housing in the past year; and

WHEREAS, "Functional Zero" does not mean veterans will never experience housing crisis; instead it means Cumberland County has a systematic response with services in place to ensure veterans who fall into homelessness can be placed in housing within 30 days.

NOW, THEREFORE, BE IT RESOLVED, that the County of Cumberland Board of Commissioners proclaims that through extraordinary teamwork and collaboration Cumberland County has removed the buildup of current homeless veterans and developed a coordinated system with resources to address future homelessness among veterans, thus achieving a functional end to homelessness for veterans in our community.

Adopted this second day of November 2015.

KENNETH S. EDGE, Chairman
Cumberland County Board of Commissioners

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B16-134
Date Received	10/28/2015
Date Completed	

Fund No. 101 Agency No. 410 Organ. No. 4120
 Organization Name: Information Services

ITEM NO. 2 I (1)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
3410	FTCC Reimbursement	0	5,633	5,633
				-
				-
				-
				-
Total		0	5,633	5,633

EXPENDITURES

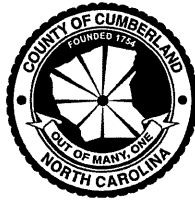
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
299A	012	Computer Hardware	214,318	5,633	219,951
					-
					-
					-
					-
					-
					-
Total			214,318	5,633	219,951

Justification:

To recognize reimbursement from Workforce Development.

Funding Source: State: _____ Federal: _____ Fund Balance: County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: <u>[Signature]</u> Department Representative	Date: <u>10/21/15</u>	Approved By: _____ _____ County Manager _____ Board of County Commissioners _____ Date: _____
Reviewed By: <u>Deborah W. Shaw</u> Budget Analyst	Date: <u>10-28-15</u>	
Reviewed By: <u>Bob Luch</u> for Finance Director	Date: <u>10/28/15</u>	
Reviewed By: _____ Assistant County Manager	Date: _____	



OFFICE OF THE COUNTY ATTORNEY

5th Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829
(910) 678-7762

**MEMO FOR THE AGENDA OF THE NOVEMBER 2, 2015,
MEETING OF THE BOARD OF COMMISSIONERS**

TO: Board of Commissioners; Co. Manager; Lonnie Player
FROM: Co. Atty. *R. Moorefield*
DATE: October 28, 2015
SUBJECT: Request to Relinquish Easement Rights

Attachment: Preliminary Plat of Access to McKinnon Farm Road

BACKGROUND:

The County owns the parcel with PIN 0405-34-9740. It consists of 5.25 acres and is located off of Fisher Road with access to Fisher Road by a dirt driveway located within an existing public right-of-way 60' in width. The Department of Social Services operates a group home on the property. CRA Timber Management, LLC, claims that it owns the 60' public easement on which the county's driveway is located.

CRA has constructed a paved street on its parcel. The right of way for the new paved street lies partially within the existing public easement. CRA has developed a residential subdivision which is served by the new paved street and wishes to incorporate the area within the existing public easement into the common area of the new subdivision. In order to do this, CRA has requested the county to relinquish its rights in the existing easement. If the county does so, CRA will then request the Town of Hope Mills to close the existing easement. The Town has annexed CRA's property and has jurisdiction over this closure.

RECOMMENDATION/PROPOSED ACTION:

If the Board of Commissioners wishes to accommodate CRA's request, the county attorney advises that the Board can do so by adopting the following resolution:

A Resolution of the Cumberland County Board of Commissioners to Relinquish
Certain Easement Rights in Exchange for Access to a Newly Constructed Public Street

Whereas, Cumberland County owns the parcel with PIN 0405-34-9740; and

Whereas, this parcel's access to a public street (Fisher Road) is only by an unimproved, dirt driveway located on a public easement abutting the county's parcel; and

Whereas, CRA Timber Management, LLC, (CRA), has advised the county that it is the owner of the tract upon which the public easement serving county's parcel is located; and

Whereas, CRA has advised the county that CRA has constructed a paved public street named "McKinnon Farm Road" which has been incorporated into the public street system of the Town of Hope Mills; and

Whereas, CRA has requested the county to relinquish all current and future rights it has to the public easement owned by CRA in order for CRA to petition the Town of Hope Mills to permanently close the public easement; and

Whereas, CRA has advised the county that once the public easement is closed, CRA intends to incorporate the land area encompassed by the public easement into the common area of the residential subdivision served by McKinnon Farm Road which has been developed by CRA; and

Whereas, CRA proposes to convey to county in fee simple an access parcel approximately 60' in width to connect county's parcel to the newly paved McKinnon Farm Road.

Be it therefore resolved as follows:

The Board of Commissioners finds:

- (1) it to be in the county's best interest to use the newly paved McKinnon Farm Road as the access between the county's parcel as described above and Fisher Road; and
- (2) CRA's construction of the newly paved McKinnon Farm Road and granting a permanent access parcel to the county for it constitutes adequate consideration for the county to relinquish its current and future rights to the existing public easement.

Based upon the foregoing findings the Board directs staff to complete the proposed transaction between the county and CRA by the county conveying all its current and future rights, title and interest in the public easement and the land upon which the public easement is located by quit-claim deed to CRA in exchange for CRA's conveyance to county in fee simple an access parcel to the newly constructed McKinnon Farm Road, all as shown on the preliminary plat prepared by Larry King & Associates, R.L.S., P.A., which is included in the agenda materials attached hereto.

0405-34-0981
CUMBERLAND COUNTY
BOARD OF EDUCATION
DB 4819, PG 519

CROSS ACCESS
PARCEL TO BE
CONVEYED TO
CUMBERLAND
COUNTY BOARD
OF EDUCATION
(SEE DETAIL "A")

0405-34-9740
CUMBERLAND COUNTY
DB 4545, PG 706

TO BE DEEDED TO
CUMBERLAND COUNTY
0.07 AC
2,936 SQ. FT.

TO BE DEEDED TO
CRA TIMBER MANAGEMENT, LLC
0.30 AC 13,184 SQ. FT.

PRELIMINARY PLAT
Not for Construction, Recordation
Conveyance or Sale

ENGINEERING - SURVEYING - DESIGNING - DRAFTING		
Larry King & Associates, R.L.S., P.A.		
P.O. Box 53787 1333 Morganton Road, Suite 201 Fayetteville, North Carolina 28305 P. (910) 483-4300 F. (910) 483-4052 www.LKandA.com		
NC Firm License C-0687		
DATE: 10/18/2015	SURVEYED BY: LKA	FIELD BOOK: GEORGETOWN BR 13
SCALE: 1"=100'	DRAWN BY: MJB	FILE REF: P12096
CHECKED & CLOSURE BY: LARRY KING	DRAWING NO. GEORGETOWN BR 13	

KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★**
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 4

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA
NOVEMBER 2, 2015

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: OCTOBER 23, 2015

**SUBJECT: CONSIDERATION OF ADOPTION OF 2016 BOARD OF
COMMISSIONERS REGULAR MEETING DATES**

BACKGROUND:

Each year the Board of Commissioners considers adoption of its regular meeting dates for the upcoming calendar year and each year there are exceptions that have to be considered. The exceptions for calendar year 2016 include the following:

- The second meeting in January has been moved to Tuesday, January 19 because the preceding Monday, January 18, will be observed as Martin Luther King, Jr. Day.
- The first meeting in September has been moved to Tuesday, September 6 because the preceding Monday, September 5, will be observed as Labor Day.

The first meeting in March 2016 has been not been cancelled because the NACo Legislative Conference is scheduled for February 20-24, 2016 in Washington, DC and therefore will not pose a scheduling conflict with the March 7, 2016 meeting.

Also, Easter Monday will be March 28, 2016 or the 4th Monday. This will not pose a scheduling conflict with the Monday, March 21, 2016 meeting.

RECOMMENDATION/PROPOSED ACTION:

Adopt the 2016 Board of Commissioners' regular meeting dates as proposed.

Attachment



2016 BOARD OF COMMISSIONERS
REGULAR MEETING DATES

January 4, 2016, 9:00AM
January 19, 2016, 6:45PM (Tuesday)

February 1, 2016, 9:00AM
February 15, 2016, 6:45PM

March 7, 2016, 9:00AM
March 21, 2016, 6:45PM

April 4, 2016, 9:00AM
April 18, 2016, 6:45PM

May 2, 2016, 9:00AM
May 16, 2016, 6:45PM

June 6, 2016, 9:00AM
June 20, 2016, 6:45PM

July – NO MEETINGS

August 1, 2016, 9:00AM
August 15, 2016, 6:45PM

September 6, 2016, 9:00AM (Tuesday)
September 19, 2016, 6:45PM

October 3, 2016, 9:00AM
October 17, 2016, 6:45PM

November 7, 2016, 9:00AM
November 21, 2016, 6:45PM

December 5, 2016, 9:00AM
December 19, 2016, 6:45PM

NOTE: ALL MEETINGS ARE ON HELD MONDAY EXCEPT AS NOTED ABOVE.

KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA**
BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 5A

October 28, 2015

November 2, 2015 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board *KB*
SUBJECT: Farm Advisory Board

The Farm Advisory Board will have the following three (3) vacancies:

Farmer Position:

Wayne Collier, Jr. – Completing second term. Not eligible for reappointment. Recommendation of the Farm Advisory Board is for the appointment of **Sherill Jernigan**. (See attached.)

Wayne Beard – completing first term. Eligible for reappointment. Mr. Beard is willing to serve another term.

Vance Tyson – completing first term. Eligible for reappointment. Mr. Tyson is willing to serve another term.

I have attached the current membership list and applicant list for this board.

PROPOSED ACTION: Nominate individuals to fill the three (3) vacancies above.

Attachments

pc: Will Linville, Planning Department

Farm Advisory Board

The Farmland Advisory Committee serves as a watchdog for development in farm and rural areas, protect agricultural land, preserve the farming industry and protect the character of the rural areas in the county.

Member Specifications:

9 Members

Term: 3 Years

Compensation: None

Duties:

1. Promote the health, safety, rural agricultural values, and general welfare of the County;
2. Increase identity and pride in the agricultural community and its way of life;
3. Encourage the economic and financial health of agriculture;
4. Make recommendations to the Cumberland County Joint Planning Board and Board of Commissioners regarding issues involving farmland in Cumberland County.

Meetings: Quarterly - second Tuesday of the first month at 7:00 PM

Meeting Location: Historic Cumberland County Courthouse, Room 107C 130 Gillespie Street Fayetteville, NC

Kellie Beam

From: William Linville
Sent: Thursday, October 15, 2015 8:27 AM
To: Kellie Beam
Subject: FAB Member

Morning Kellie,

At their last regular meeting, the FAB recommended Mr. Sherill Jernigan to replace Mr. Wayne Collier Jr. after his term expires December 2015.

Let me know if you need any additional information.

Will

William S. Linville
Comprehensive Planner
Cumberland County Planning Department
910-678-7607
wlinville@co.cumberland.nc.us



FARM ADVISORY BOARD

The Farm Advisory Committee was created by Resolution approved by the Board of Commissioners on April 5, 2004. Committee members were appointed by the Commissioners on June 7, 2004. Bylaws were adopted by the Commissioners on November 30, 2006 and the Farm Advisory Committee became the Farm Advisory Board. **Initial terms for the Farm Advisory Board began on December 31, 2006.** The initial term was for 3 years with an expiration date of December 31, 2009. (All second terms were staggered as outlined in the bylaws with 1/3 of the members appointed for a 1-year term; 1/3 of the members appointed for a 2-year term; and 1/3 of the members appointed to a 3-year term.) Determination was made at the membership meeting during the final quarter of the 3rd year by drawing lots. **(Bylaws specify that terms begin January 1st and expire December 31st; members may serve an unexpired term and 2 additional terms.)**

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
<u>Farmers:</u>				
Britt Riddle 7397 Riddle Road St. Pauls, NC 28384 425-8532/ 818-1049	12/14	2nd	Dec/16 12/31/16	No
Wayne Beard 1514 Middle Road Fayetteville, NC 28312 483-9165/818-9992 (C)	12/12	1st	Dec/15 12/31/15	Yes
Kevin West 4656 Cedar Creek Road Fayetteville, NC 28301 910-850-2476	12/13	1st	Dec/16 12/31/16	Yes
Wayne Collier, Jr. 5489 Indian Ridge Road Linden, NC 28356 980-0066/308-9197 (C)	12/12	2nd	Dec/15 12/31/15	No
appointed to an unexpired term 11/3/08 for an initial term that began in 12/31/06 Collier reappointed to a 3-year term in 2009; eligible for an additional 3-year term				
Vance Tyson 4925 NC Hwy 87 S Fayetteville, NC 28306 910-308-4057	12/12	1st	Dec/15 12/31/15	Yes
<u>Natural Resource Conservation Service:</u>				
Clifton McNeill, Jr. 1471 Clifton McNeill Road Hope Mills, NC 28348 425-7354/309-4750	12/13	1 st full	Dec/16 12/31/16	Yes

(Bylaws specify that terms begin January 1st and expire December 31st; members may serve an unexpired term and 2 additional terms.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
---------------------	---------------------------	-------------	----------------	---------------------------------------

Farm Bureau Representative:

David Gillis 7775 Climbing Tree Lane Fayetteville, NC 28306 487-0684	12/13	2nd	Dec/16 12/31/16	No
---	-------	-----	--------------------	----

Planning Board Representative:

Patricia Hall 3511 Beechwood Street Hope Mills, NC 28348 424-3106/308-8663	12/14	1st	Dec/17 12/31/17	Yes
---	-------	-----	--------------------	-----

Cooperative Extension Service Representative:

Lisa Childers NC Cooperative Extension Service Initial term for position began 12/31/06 301 East Mountain Drive Fayetteville, NC 28306 321-6875(W)	12/14	1st	Dec/17 12/31/17	Yes
--	-------	-----	--------------------	-----

Meetings: Quarterly – Second Tuesday of the first month of each quarter (Jan, Apr, July, Oct) at 7:00 PM
Historic Cumberland County Courthouse, 130 Gillespie Street, Room 107C

Contact: Will Linville – 678-7607 (Planning and Inspections)

**APPLICANTS FOR
FARM ADVISORY BOARD**

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
DYKES, JOSEPH MICHAEL (B/M) 5764 PEPPERBUSH DR FAYETTEVILLE NC 28304 823-6075/823-6046 **SERVES ON THE BOARD OF ADJUSTMENT** Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	SALES/SECURITY BUS DRIVER FAY. PUBLISHING CO.	ASSOCIATES-POLITICAL SCIENCE
HALL, J. F. (W/M) 6772 FAIRCLOTH BRIDGE ROAD STEDMAN, NC 28391 483-6239/850-0946(C) Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED-DUPONT FARMER/LAWN CARE 46 YRS COUNTY FIRE SERVICE	HIGH SCHOOL
KATER, ROBERT (W/M) 714 BLAWELL STREET STEDMAN, NC 28391 484-3434 (H) **SERVES ON THE MINIMUM HOUSING APPEALS BOARD** Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	HIGH SCHOOL
STEWART, JAMESON C. (W/M) 3533 GODWIN CIRCLE FAYETTEVILLE, NC 28312 874-5930/678-9897 (W) Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	SENIOR AUDIO VISUAL TECH – FTCC	AAA – ELECTRONICS ENG.
WHITE, ROBERT L. (AA/M) 1956 KENMORE DRIVE FAYETTEVILLE, NC 28304 476-1387 Graduate-County Citizens' Academy: NA Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-other leadership academy: Military Academy	RETIRED MILITARY	UNDERGRADUATE; MA

KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND
COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS

October 28, 2015

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 5B

November 2, 2015 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board KB

THROUGH: Amy H. Cannon, County Manager AHZ

SUBJECT: Fayetteville/Cumberland County Economic Development Corporation

The Fayetteville/Cumberland County Economic Development Corporation is a new non-profit economic development corporation that will be funded jointly by the City of Fayetteville and Cumberland County. Members will serve three-year terms after initial staggered appointments.

The City and County will each appoint three (3) seats. One of the three seats shall be designated for a member of the Cumberland County Board of Commissioners. It was suggested that the county elected official seat could be appointed for the one (1) year term. The remaining two (2) nominations should represent the diversity within the community and have business finance, business or infrastructure development, workforce development or real estate/utility knowledge. The applicant list for the Fayetteville/Cumberland County Economic Development Corporation is attached.

PROPOSED ACTION: Nominate two citizens and one elected official to fill (3) vacancies with staggered terms:

1. One (1) seat with an initial term of one (1) year
2. One (1) seat with an initial term of two (2) years
3. One (1) seat with an initial term of three (3) years

Attachment

APPLICANTS FOR
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ADAMS, RONALD W. (W/M) 6704 VINTAGE COURT FAYETTEVILLE, NC 28304 867-0849/286-6800 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED SGM	COLLEGE DEGREE
DUNLAP, ANNETTE B. (W/F) 3845 BEAVER DAM CHURCH RD ROSEBORO NC 28382 988-5576/919-218-1049 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	AGRIBUSINESS DEVELOPER NC DEPT OF AGRICULTURE	BA-GOVERNMENT MASTERS-BA
FARMER, KELVIN (B/M) 6450 TOUCHSTONE DRIVE FAYETTEVILLE NC 28304 322-1716/884-0477 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	ACCOUNTANT KE FARMER ENTERPRISES INC	BS-ACCOUNTING MASTERS-BA
HALL, JUSTIN (W/M) 4509 CANASTA COURT HOPE MILLS NC 28348 321-3161/678-2560 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	GENERAL MAINTENANCE DISPATCHER CUMBERLAND COUNTY SCHOOLS	NONE LISTED
KING, BILLY R. (B/M) 739 ASHFIELD DRIVE FAYETTEVILLE NC 28311 822-0892/822-6676 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	INSURANCE AGENT STATE FARM INSURANCE	BS DEGREE

APPLICANTS FOR
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
LONG, JAMES ADAM (W/M) 495 CORONATION DRIVE FAYETTEVILLE NC 28311 910-364-6410 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	CONTRACTOR FT. BRAGG	SOME COLLEGE
MCLAUGHLIN, CHRIS (W/M) 300 NORTH SECOND STREET SPRING LAKE, NC 28390 910-885-2273 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	REAL ESTATE BROKER KELLER WILLIAMS REALTY	BFA-PAINTING MFA- PAINTING
PILGRIM, JUANITA (B/F) 621 HILLIARD CT FAYETTEVILLE NC 28311 822-1794/964-5778 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FAY AREA CHAMBER OF COMMERCE LEADERSHIP AWARENESS INSTITUTE	RETIRED CONSULTANT COMMUNICARE, INC.	MASTERS-BA
RICHARDSON, TIMOTHY S. (W/M) 125 MAGNOLIA AVE FAYETTEVILLE, NC 28305 484-8486/307-9110 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CENTER FOR CREATIVE LEADERSHIP	BANKER FIRST CITIZENS BANK	BSBA-BANKING
ROSTETTER, JACK (W/M) 7021 MARINERS LANDING DRIVE FAYETTEVILLE, NC 28306 568-5639/813-7094 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: WALT DISNEY LEADERSHIP ACADEMY	PRESIDENT H & H CONSTRUCTORS, INC	BS-ACCOUNTING MASTERS- ACCOUNTING

APPLICANTS FOR
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION PAGE 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SHERMAN, WINFIELD G. (W/M) 2813 SELHURST DRIVE FAYETTEVILLE NC 28306 910-425-5021 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: MULTIPLE MILITARY SCHOOLS	SHOPPING CENTER OWNER SELF-EMPLOYED	BS-BA MS-ELECTRONICS ENGINEERING MS-BA
WILLIFORD, CARL (PAT) (W/M) 111 JOHN STREET FAYETTEVILLE NC 28305 624-6696/484-2168 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	CERTIFIED PUBLIC ACCOUNTANT WILLIFORD, HOUSTON & CO.	BS-BA

KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★**
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 5C

October 28, 2015

November 2, 2015 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board *KB*
SUBJECT: Tourism Development Authority

The Tourism Development Authority has the following one (1) vacancy:

Hote/Motels Under 100 Rooms Representative:

Daniel E. Roberts – unable to serve. Recommendation of the Tourism Development Authority is for the appointment of **Vivek Tandon**. (See attached.)

I have attached the current membership list and applicant list for this board.

PROPOSED ACTION: Nominate individual to fill the one (1) vacancy above.

Attachments

pc: Candice White, Clerk to the Board

Tourism Development Authority

The Tourism Development Authority is charged with expending the net proceeds of the occupancy tax authorized by and levied under Session Laws 2001 Chapter 484 for the purposes provided in that act.

Web Page Links, Downloads, and Resources:

Statutory Authorization: NCGS 2001-484

Member Specifications:

7 Members with Specific Categories

- Representatives nominated by hotels and motels within the County which have in excess of 100 rooms subject to the occupancy tax (2)
- Representatives nominated by hotels and motels within the County which have fewer than 100 rooms subject to the occupancy tax (2)
- The President of the Fayetteville-Cumberland County Chamber of Commerce (1)
- The County Manager (1)
- A member of the public who is not affiliated with travel and tourism and who reflects the cultural diversity of the County (1)

Term: 3 Years

Compensation: None

Duties:

- Expend the net proceeds of the occupancy tax authorized by and levied under Session Laws 2001 Chapter 484, as amended from time to time, for the purposes provided in that act;
- Promote travel, tourism and conventions in the County, sponsor tourist-related capital projects in the County;
- Contract for and be contracted with, apply for and accept grants and gifts for the accomplishment of the purposes provided in the act.

Meetings: Quarterly (January/April/July/October) - Fourth Wednesday at 8:00 AM

Meeting Location: Cumberland County Courthouse Fifth Floor, Room 564 117 Dick Street
Fayetteville, NC

Kellie Beam

At their meeting on October 28, 2015, members of the Tourism Development Authority unanimously voted to recommend Vivek Tandon for the Hotel/Motels under 100 Rooms Representative.

Kellie Beam

Deputy Clerk to the Board

Cumberland County Board of Commissioners

PO Box 1829

Fayetteville, NC 28302-1829

Phone: (910) 678-7772 / Fax: (910) 678-7770

Website: <http://www.co.cumberland.nc.us/>



**Cumberland
County, NC**

Deputy Clerk to the Board

TOURISM DEVELOPMENT AUTHORITY

11/14

3 Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
--------------	-------------------	------	---------	-------------------------------

Commissioner Appointees:

Hotel/Motels under 100 rooms Representatives:

VACANT (Vacated by D. Roberts)	11/14	4 th *	Oct/15 10/31/15	No
--------------------------------	-------	-------------------	--------------------	----

One additional year; October 2014 – October 2015

William S. Wellons, Jr. 406 Overton Place Fayetteville, NC 28303 868-5425/436-3131 (W) billy@wellonsrealty.com	11/13	2 nd	Aug/16 8/31/16	No
---	-------	-----------------	-------------------	----

Hotel/Motel over 100 rooms Representatives:

Anup Contractor (A/M) 217 Kirkwood Drive Fayetteville, NC 28303 433-2657 (H) / 433-2100 (W) / 286-9373 (C) anup.econolodge@gmail.com	10/14	1 st	Oct/17 10/31/17	Yes
---	-------	-----------------	--------------------	-----

Manish Mehta 229 Forest Creek Drive Fayetteville, NC 28303 494-1918 / 689-0800 (C) msmehta@5points.nc.com	4/14	1 st full term	Mar/17 3/31/17	Yes
---	------	---------------------------	-------------------	-----

serving unexpired term; eligible to serve one additional term

Member of the Public Not Affiliated with Travel/Tourism

Dallas Mack Freeman 961 Kaywood Drive Fayetteville, NC 28311 488-9478/391-4177 (cell) dmackfreeman@gmail.com	6/14	2 nd	June/17 6/30/17	No
--	------	-----------------	--------------------	----

President of the Fayetteville Regional Chamber (ex officio)

Fayetteville Regional Chamber
159 Maxwell Street
Fayetteville, NC 28311
483-8133

Cumberland County Manager (ex officio)

Amy Cannon
P.O. Box 1829
Fayetteville, NC 28302
678-7740
acannon@co.cumberland.nc.us

Authority was created by the Board of Commissioners on January 28, 2002.

Board was appointed on March 11, 2002.

Meetings: Quarterly (January/April/July/October) - 4th Wednesday – 8:00 AM – Room 564

Contact: Candice White – 678-7771

**APPLICANTS FOR
TOURISM DEVELOPMENT AUTHORITY**

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BECK, REBECCA E. (I/F) 3605 PERSIMMON RD HOPE MILLS, NC 28348 286-0759 (H) / 867-9700 X 2579 (W) Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	INFORMATION SYSTEMS MANAGER PARTNERSHIP FOR CHILDREN	AAS-PUBLIC ADMIN.
COLEMAN, ARTHUR (B/M) 2633 PLUM RIDGE RD FAYETTEVILLE NC 28306 644-7599/868-9996 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	PROGRAM MANAGER FDR INC	BACHELOR-LIBERAL ARTS ASSOCIATES - CRIMINAL JUSTICE
JACKSON, RAMONA (W/F) 4780 DUDLEY ROAD FAYETTEVILLE NC 28312 433-0144/977-0521 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	AREA DIRECTOR MARIOTT INTERNATIONAL	BS-BUSINESS ADMIN.
MCFADDEN, JENSON (B/M) 1717 SYKES POND RD FAYETTEVILLE NC 28304 868-9067/850-8409 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	PRES TRANSPORT SVC DM TRANSPORTATION	ASSOCIATE-BIBLICAL STUDIES
SERVES ON THE WORKFORCE DEVELOPMENT BOARD		
MELVIN, MELISSA (W/F) 517 LANCASTER RD FAYETTEVILLE NC 28303 864-3191/263-2674 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: MILITARY LEADERSHIP	RETIRED MILITARY	SOME COLLEGE

APPLICANTS FOR
TOURISM DEVELOPMENT AUTHORITY Page 2

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SEAMAN, DANIEL (W/M) 4001 FINAL APPROACH RD EASTOVER, NC 28312 483-7733/286-3202 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED MILITARY	BACHELOR OF ARTS
TUCKER, GAY (B/F) 604 LUFKIN CIRCLE FAYETTEVILLE NC 28311 644-8265/703-8905 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	ACCOUNTS PAYABLE SPECIALIST TOWN OF SPRING LAKE	COLLEGE

KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND
COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 6

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA
NOVEMBER 2, 2015

TO: Board of Commissioners

FROM: Candice H. White, Clerk to the Board/Tourism Development Authority

DATE: October 28, 2015

SUBJECT: Tourism Development Authority – Appointment of Chairperson

BACKGROUND:

Pursuant to the January 28, 2002 resolution creating the Tourism Development Authority, the Board of Commissioners shall from time to time designate the chairperson of the Authority who shall be the presiding officer of the Authority. The resolution does not limit the number of times the chairperson may serve as the presiding officer.

The Tourism Development Authority at their October 28, 2015 meeting unanimously voted to recommend that William S. Wellons, Jr. preside as the chairperson for the 2016 calendar year. Mr. Wellons' second term expires August 31, 2016.

The current membership roster for the Authority is attached.

RECOMMENDATION/PROPOSED ACTION:

Consider whether to follow the recommendation of the Tourism Development Authority and appoint William S. Wellons, Jr. as chairperson for the 2016 calendar year.

Attachment

TOURISM DEVELOPMENT AUTHORITY

11/14

3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
---------------------	---------------------------	-------------	----------------	---------------------------------------

Commissioner Appointees:Hotel/Motels under 100 rooms Representatives:

VACANT (Vacated by D. Roberts)	11/14	4 th *	Oct/15 10/31/15	No
--------------------------------	-------	-------------------	--------------------	----

One additional year; October 2014 – October 2015

William S. Wellons, Jr. 406 Overton Place Fayetteville, NC 28303 868-5425/436-3131 (W) billy@wellonsrealty.com	11/13	2 nd	Aug/16 8/31/16	No
---	-------	-----------------	-------------------	----

Hotel/Motel over 100 rooms Representatives:

Anup Contractor (A/M) 217 Kirkwood Drive Fayetteville, NC 28303 433-2657 (H) / 433-2100 (W) / 286-9373 (C) anup.econolodge@gmail.com	10/14	1 st	Oct/17 10/31/17	Yes
---	-------	-----------------	--------------------	-----

Manish Mehta 229 Forest Creek Drive Fayetteville, NC 28303 494-1918 / 689-0800 (C) msmehta@5points.nc.com	4/14	1 st full term	Mar/17 3/31/17	Yes
---	------	---------------------------	-------------------	-----

serving unexpired term; eligible to serve one additional termMember of the Public Not Affiliated with Travel/Tourism

Dallas Mack Freeman 961 Kaywood Drive Fayetteville, NC 28311 488-9478/391-4177 (cell) dmackfreeman@gmail.com	6/14	2 nd	June/17 6/30/17	No
--	------	-----------------	--------------------	----

President of the Fayetteville Regional Chamber (ex officio)

Fayetteville Regional Chamber
159 Maxwell Street
Fayetteville, NC 28311
483-8133

Cumberland County Manager (ex officio)

Amy Cannon
P.O. Box 1829
Fayetteville, NC 28302
678-7740
acannon@co.cumberland.nc.us

Authority was created by the Board of Commissioners on January 28, 2002.

Board was appointed on March 11, 2002.

Meetings: Quarterly (January/April/July/October) - 4th Wednesday – 8:00 AM – Room 564

Contact: Candice White – 678-7771

KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA**

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 7A

October 28, 2015

November 2, 2015 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board *KB*
SUBJECT: Hazard Mitigation Planning Committee

BACKGROUND: At their October 19, 2015 meeting, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Board of Adjustment:

Cumberland County At-Large Citizens:

Ora Bethea
Henry Eisenbarth
Alexia Fields
Barrett Lowe
John Jay Wyatt

PROPOSED ACTION: Appoint individuals to fill the three (3) vacancies above.

pc: Gene Booth, Emergency Services



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 19, 2015

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RANDY BEEMAN, EMERGENCY SERVICES DIRECTOR

Date: OCTOBER 13, 2015

SUBJECT: CUMBERLAND COUNTY CITIZEN APPOINTMENTS REGIONAL HAZARD MITIGATION PLAN

BACKGROUND

Cumberland County is participating in a Regional Hazard Mitigation Plan with Hoke County. A Hazard Mitigation Plan must be updated within Federal Emergency Management Agency guidelines every five years. The last Hazard Mitigation Plan Update was adopted in 2011 and we are scheduled for updating the plan in 2016.

Cumberland and Hoke Counties applied and was awarded a planning grant from North Carolina Emergency Management to develop the Regional Hazard Mitigation Plan for Cumberland and Hoke Counties and their Municipalities. The plan is contracted with AMEC Foster Wheeler Consulting.

A Hazard Mitigation Planning Committee consists of various individuals from county government, municipalities and individual citizens. The committee is to review all natural hazards that impact their respective counties and communities. The committee along with the contractor will create mitigation strategies to reduce damage to structures and protect lives.

The committee will serve until the completion and adoption of the Regional Hazard Mitigation Plan for Cumberland and Hoke Counties. The committee will dissolve upon plan adoption.

The three Cumberland County citizens at large are presented for approval to serve on the Regional Hazard Mitigation Planning Committee until completion and adoption of the plan at which time the committee will dissolve.

RECOMMENDATION/PROPOSED ACTION

Approve the attached recommended list of citizen appointees for the committee.



Kellie Beam

From: Gene Booth
Sent: Friday, October 09, 2015 9:50 AM
To: Candice White; Randy Beeman; Tim Mitchell; Melvin Lewis; Kellie Beam
Subject: Hazard Mtigation Planning Committee
Attachments: All at large apps.pdf; Rec at large apps.pdf

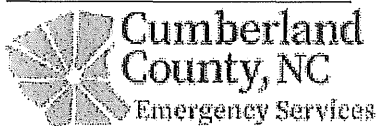
Categories: Red Category

Mrs. White,

On both September 29th, and October 1st, 2015 Randy Beeman, Tim Mitchell, Melvin Lewis and myself met and discussed the qualifications identified in the applications submitted for at- large members for the Hazard Mitigation Planning Committee. The following three names are recommended for commissioner approval to the committee. Barrett F. Lowe, Ora L. Bethea, and Alexia N. Fields all have the leadership, and technical training that best fits the needs of the committee. Attached you will find all of the applications in addition to the applications of the three recommendations. If you have any questions at all please do not hesitate to ask.

Gene

Gene Booth
Emergency Management Coordinator
131 Dick St Rm. 4
Fayetteville, NC 28306
910-678-7641 Office
910-687-7642 Fax
910-850-8166 Cell
wbooth@co.cumberland.nc.us
www.co.cumberland.nc.us



Cumberland County ad hoc Hazard Mitigation Planning Committee

**** PLEASE PRINT OR TYPE **** Deadline: September 30, 2015

NAME Alexia N. Fields DATE 17 September 2015

HOME ADDRESS 867 Pecan Grove Loop CITY/STATE Hope Mills, NC ZIP 28348

TELEPHONE:

HOME 910-568-3684

WORK 910-432-8956

EMAIL: alexia.n.fields@gmail.com

OCCUPATION Department of Army Civilian/ Army Reserve Soldier

PLACE OF

EMPLOYMENT Fort Bragg, North Carolina

RACE/SEX B/F

EDUCATIONAL
BACKGROUND

Bach-United States Military Academy (2002);
Masters- Central Michigan University (2013), Certificate- CMU (2011)

Are you a graduate of the Institute for Community Leadership? _____

Are you a graduate of Leadership Fayetteville? _____

Are you a graduate of the United Way's Multi-Cultural Leadership Development Program? _____

Are you a graduate of the Cumberland County Citizens' Academy? X _____

Are you a graduate of another leadership academy? If so, please list.

What is your availability for meetings? _____
Evenings; Days (just have to coordinate it and might be able to if work schedule permits)

Please describe your specific interest or experience in the area of hazard mitigation and how your input will benefit the Cumberland County Hazard Mitigation Planning Committee.

Previous job as the Protection Branch Chief (Fort Lee) and current job as a Operations Plans Specialist (Fort Bragg with Directorate of plans, Training, Mobilization and Security, Garrison, IMCOM) extensive time and experience in writing, revising and exercising all plans related to Emergency Management/ Antiterrorism/ All-Hazards. Experience with NIMS, completed IS100; IS 100b; IS 200b; IS 300; IS 400; IS 700; IS 701, IS 702, IS 703, IS 706; IS 800b.

Completed applications should be faxed to: 910-678-7642 or 910-677-5552 or emailed to mlewis@co.cumberland.nc.us

Cumberland County ad hoc Hazard Mitigation Planning Committee

** PLEASE PRINT OR TYPE ** Deadline: September 30, 2015NAME Ora L. Betha DATE September 18, 2015

HOME

ADDRESS 339 Neville St. CITY/STATE NC ZIP 28301

TELEPHONE:

HOME 910-483-7436 WORK N/AEMAIL: Bethora@aol.comOCCUPATION Retired Sr. Contract Specialist

PLACE OF

EMPLOYMENT Retired Federal Employee RACE/SEX AA/F

EDUCATIONAL

BACKGROUND B.S. Business Administration, Level III Contract Certification, State & County Emergency Training and Graduate Classes in Business and Mgmt.

Are you a graduate of the Institute for Community Leadership? _____

Are you a graduate of Leadership Fayetteville? _____

Are you a graduate of the United Way's Multi-Cultural Leadership Development Program? _____

Are you a graduate of the Cumberland County Citizens' Academy? Spring 2015

Are you a graduate of another leadership academy? If so, please list.

What is your availability for meetings? Mon (AM+PM) Thurs (AM+PM except 2nd PM Thurs) Tues (AM+PM except 3rd Tues) Fri (AM+PM)

Please describe your specific interest or experience in the area of hazard mitigation and how your input will benefit the Cumberland County Hazard Mitigation Planning Committee.

I Retired from FEMA. I solicited, negotiated, awarded and administrated contracts for the preparation, recovery, and response phases of disaster. I participated and led meetings with Program Officials, Partners and Congress before, during and after disasters. I was a 1st Responder for Hurricanes Gator & Ike in 2004 and Environmental Emergency in Minot, ND in 2011. I worked with the State of GA regarding Base Camps for 1st Responders & Victims.

Completed applications should be faxed to: 910-678-7642 or 910-577-5552 or emailed to mlewis@co.cumberland.nc.us

Cumberland County ad hoc Hazard Mitigation Planning Committee

**** PLEASE PRINT OR TYPE **** Deadline: September 30, 2015

NAME Barrett F. Lowe DATE 17 Sep 2015

HOME ADDRESS 316 Woodcrest Rd CITY/STATE Fayetteville, NC ZIP 28305

TELEPHONE:
HOME 910-964-2899 WORK 910-764-9542

EMAIL: barrylowe81@nc.rr.com

OCCUPATION Defense Contractor (and Colonel, US Army (retired))

PLACE OF EMPLOYMENT Booz Allen Hamilton, 4200 Morganton Road, Fayetteville *RACE: ASIAN/PACIFIC ISLANDER
HISPANIC WHITE* RACE/SEX Male

EDUCATIONAL BACKGROUND Civilian: M.S. Engineering Physics, B.S. Engineering

Numerous military schools, to include Command & General Staff College and the Combating WMD Planners Course

Are you a graduate of the Institute for Community Leadership? No

Are you a graduate of Leadership Fayetteville? No

Are you a graduate of the United Way's Multi-Cultural Leadership Development Program? No

Are you a graduate of the Cumberland County Citizens' Academy? No

Are you a graduate of another leadership academy? If so, please list.
No

What is your availability for meetings? Prefer evenings or weekends

Please describe your specific interest or experience in the area of hazard mitigation and how your input will benefit the Cumberland County Hazard Mitigation Planning Committee.

Interest - desire to be involved in a civic issue in which I have some experience
Experience - 30 years Army service, 2 years govt civilian service, 2 years defense contractor experience. Includes over 15 years experience dealing with CBRNE (chem-bio-rad-nuc-explosive), Counter-IED (improvised explosive device) and WMD (weapons of mass destruction) operations. Also deployed to Haiti in from Jan - Mar 2010 for disaster response after the earthquake.

Completed applications should be faxed to: 910-678-7642 or 910-677-5552 or emailed to mlewis@co.cumberland.nc.us