

- D. Approval of Health Department's Request for Payment of Prior Year Invoices. **(Pg. 22)**

- E. Approval of Grant Award and Associated Budget Ordinance Amendment B170676 in the amount \$10,000 from North Carolina Department of Public Safety-Homeland Security Grant Program, Hazardous Materials Emergency Preparedness Grant (HMEP). **(Pg. 24)**

- F. Approval of Resolution of the Cumberland County Board of Commissioners Supporting the Adoption of 2017 House Bill 109 to Add Certain Lands to the Corporate Limits of the City of Fayetteville. **(Pg. 49)**

- G. Approval of a Proclamation Declaring March 5-11, 2017 as "Severe Weather Preparedness Week" in Cumberland County. **(Pg. 54)**

- H. Approval of Budget Ordinance Amendments: **(Pg. 55)**

General Fund 101

1) Department of Public Health - Budget Ordinance Amendment B170681 to recognize State funds in the amount of \$74,062 to support the delivery of Public Health Immunization services.

The Board is requested to approve Budget Ordinance Amendment B170681 in the amount of \$74,062 representing State Health funds received from North Carolina Department and Human Services – Division of Public Health. These funds will support expenditures incurred in the Immunization Clinic.

Please note this amendment requires no additional county funds.

2) Emergency Services - Budget Ordinance Amendment B170710 to recognize grant funds of \$17,959 to upgrade Emergency Operations Center.

The Board is requested to approve Budget Ordinance Amendment B170710 in the amount of \$17,959 from North Carolina Department of Public Safety. This money will be used to upgrade wall monitors for the Emergency Operations Center, two overhead projectors, and a controller. Also, additional wall monitors will be purchased for the Joint Information Center.

Please note this amendment requires no additional county funds.

3) Library - Budget Ordinance Amendment B170850 to recognize E-Rate funds of \$36,059 from the State Library.

The Board is requested to approve Budget Ordinance Amendment B170850 in the amount of \$36,059 from the State Library. These funds will support library services.

Please note this amendment requires no additional county funds.

4) Contingency Funds Report

There was no usage of contingency funds to report this period.

ITEMS OF BUSINESS **(Pgs. 56-91)**

3. Presentation by Mr. Vivek Tandon on the Annual Tourism Development Authority Report of Receipts and Expenditures as of December 31, 2016. **(Pg. 56)**

4. Presentation Announcing the 2017 Fort Bragg Joint Land Use Study (JLUS) Project) by Mr. Jason Epley, President of Benchmark Planning. **(Pg. 58)**

5. Nominations to Boards and Committees **(Pgs. 68-89)**
 - A. Adult Care Home Community Advisory Committee (1 Vacancy) **(Pg. 68)**

 - B. Nursing Home Advisory Board (2 Vacancies) **(Pg. 81)**

6. Appointment to Boards and Committees **(Pgs. 90-91)**
 - A. Animal Control Board (2 Vacancies) **(Pg. 90)**

Nominees:

At-Large Positions: Shelly Bryant (Reappointment)
Cindy Jackson Collins (Reappointment)

RECESS THE BOARD OF COMMISSIONERS' MEETING

RECONVENE THE BOARD OF COMMISSIONERS' MEETING IN CONFERENCE ROOM 564

- 7. Budget Work Session

- 8. Closed Session A. If Needed

ADJOURN

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 WEDNESDAY, MARCH 8.

IT WILL BE REBROADCAST ON WEDNESDAY, MARCH 8, AT 7 P.M. AND FRIDAY, MARCH 10, AT 10:30 A.M.

REGULAR BOARD MEETINGS:

- March 20, 2017 – (Monday) – 6:45 PM**
- April 3, 2017 – (Monday) – 9:00 AM**
- April 18, 2016 – (Tuesday) – 6:45 PM**

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager



ITEM NO. _____

2B

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 6, 2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: MARCH 1, 2017

**SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE STATE
SECONDARY ROAD SYSTEM**

BACKGROUND

The North Carolina Department of Transportation has received petitions requesting the following street be placed on the State Secondary Road System for maintenance (see attached):

The Gardens at Cypress Lakes Village Subdivision:

Blue Ribbon Lane (SR 3972 Ext.)
Debut Avenue (SR 4516 Ext.)
Seattle Slew Lane

Ruth's Place Subdivision:

Ruth Bunce Lane

DOT has determined that the above street is eligible for addition to the state system.

RECOMMENDATION / PROPOSED ACTION

NCDOT recommends that the abovenamed streets be added to the State Secondary Road System. County Management concurs.

Approve the above listed streets for addition to the State Secondary Road System.

/ct
Attachments



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 15, 2017

Mr. Glenn B. Adams
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

The Gardens at Cypress Lakes Village Subdivision

- Blue Ribbon Lane (SR 3972 Ext.)
- Debut Avenue (SR 4516 Ext.)
- Seattle Slew Lane

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

Earl Locklear
Engineering Technician



ROY COOPER
Governor

MICHAEL L. HOLDER
Acting Secretary

January 6, 2017

Mr. Glenn B. Adams
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

Ruth's Place Subdivision

- Ruth Bunce Lane

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in blue ink that reads "Earl Locklear".

Earl Locklear
Engineering Technician



Amanda Bullard
Purchasing Manager



Kimberly Williams
Buyer

ITEM NO. 2C

**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
MARCH 6, 2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER *AB*

THROUGH: VICKI EVANS, FINANCE DIRECTOR *VE*

DATE: FEBRUARY 22, 2017

SUBJECT: APPROVAL OF SOLE SOURCE AND PURCHASE REQUEST
FOR CHILLER FOR LAW ENFORCEMENT CENTER

BACKGROUND:

The roof top chiller located at the Law Enforcement Center was damaged during the extreme cold last month. It has been determined that replacing the chiller would be more cost effective than repairing.

RECOMMENDATION:

Since the York chiller, manufactured by JCI (Johnson Controls, Inc.), is compatible with the existing unit and its counter parts, the Purchasing Manager agrees with Engineering's request to move forward with the York Chiller purchase from JCI.

Therefore, Management is requesting approval of a sole source exception (GS 143-129)(e)(6) based on standardization and compatibility requirements.



CUMBERLAND
COUNTY
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMORANDUM

TO: AMANDA BULLARD, PURCHASING MANAGER

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

DATE: FEBRUARY 21, 2017

**SUBJECT: SOLE SOURCE REQUEST FOR LAW ENFORCEMENT CENTER
CHILLER PURCHASE**

As you have been made aware, the roof top chiller atop of the Law Enforcement Center had a barrel freeze and rupture during the extreme cold last month. After much discussion with the County's insurance carrier, it has been determined that it is more economical to replace the chiller than to attempt to repair the existing chiller. This existing chiller is a York chiller that was installed in July 2015. It is my recommendation that the County pursue a sole source purchase of the replacement chiller with Johnson Controls (JCI) under NCGS 143(3)(g) (iii) using a compatibility justification. The reasons being as follows:

- JCI is the manufacturer of York chillers. JCI has agreed to pass the purchase price of the chiller to the County at factory cost with no mark-up.
- When the chiller was installed in 2015 new pumps were also installed. Therefore, the existing pumps are sized for the exact chiller than we currently have. Our plan is to replace the chiller with a new chiller of equal size.
- The existing computer controls would have to be reprogrammed if a different chiller were to be used, thus increasing replacement cost.
- Minimal piping would be needed for like chiller. If a different chiller were to be used, it would most likely require different piping configurations which would in turn increase installation cost.
- At time of purchase, the County elected to purchase an extended warranty and connected services monitoring which is provided by JC. With the purchase of the same York chiller, this can be transferred over to the new chiller with no additional cost.
- The down time for the chiller will be extremely shortened by purchasing the York chiller which again decrease the likelihood of placing critical 911 Communication infrastructure at risk.

If you have any questions, please do not hesitate to contact me.

Cc: Tracy Jackson, Assistant County Manager

Proposal

Wilmington NC Common Branch
 395 N GREEN MEADOWS DR STE B395N
 WILMINGTON, NC 28405-3749
 Phone: 910-799-2405
 Fax: 910-799-2400

TO: Cumberland County

Date: January 20, 2017

Fayetteville, NC 28301
 Sam Lucas

Project: Law Enforcement Center Chiller Replacement

Proposal Ref:

We propose to furnish the materials and/or perform the work described below for the net price of:
 \$194,887.00

ONE HUNDRED NINETY-FOUR THOUSAND, EIGHT HUNDRED EIGHTY-SEVEN AND 0/100 DOLLARS

Chiller Breakouts

Chiller Cost	\$ 97,404.00
Installation	\$ 96,050.00
Permits and General Conditions	\$ 1,433.00
Total Installed Cost	\$ 194,887.00

For the above price this proposal includes:

1. Setup of two cranes.
 - a. Large crane will be required to be setup up on street Friday afternoon.
 - b. Small crane will be set up in rear parking lot.
2. Removal of old chiller and installation of new chiller on Saturday.
3. Breakdown large crane after chiller lifts are completed.
4. Isolate chilled water to chiller.
5. Disconnect power and control wiring.
6. Disconnect piping.
7. Rig and hoist existing chillers off pad with crane and load onto customer provided trailer.
8. Rig and hoist new chiller onto pad.
9. Reconnect power and control wiring.
10. Reconnect chiller to existing piping.
11. Pipe insulation on disturbed piping to match existing.
12. Factory Startup.
13. Overtime and weekend work.
14. Transferring the remainder of the 5 year warranty to the new chiller.
15. Permits.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

1. Taxes have been excluded.
2. Items not mentioned above.
3. Leaking isolation valves.
4. Crane charges due to weather delays.
5. Large crane beyond 10 hours.
6. Buy America, Buy American, Built in USA

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Feb. 19, 2017

Cumberland County

Johnson Controls, Inc.

Name: _____

Name: Rodney VanBoskerck _____

Title: _____

Title: Sr. Account Executive _____

Date: _____

Date: 1/20/2017 _____

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING && PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Proposal

Wilmington NC Common Branch
395 N GREEN MEADOWS DR STE B395N
WILMINGTON, NC 28405-3749
Phone: 910-799-2405
Fax: 910-799-2400

TO: Cumberland County

Date: January 26, 2017

Project: Law Enforcement Center Chiller Repair

Fayetteville, NC 28301
Sam Lucas

Proposal Ref:

We propose to furnish the materials and/or perform the work described below for the net price of:
\$337,160.00

THREE HUNDRED THIRTY-SEVEN THOUSAND, ONE HUNDRED SIXTY AND 0/100 DOLLARS

Chiller Breakouts

Rental Chiller		\$ 23,529.00
Materials		\$ 117,193.00
Crane, Forklift, Rigging, Piping		\$ 132,253.00
Repair Labor		\$ 64,185.00
		\$ 337,160.00

For the above price this proposal includes:

Phase I

1. Setup of two crane.
 - a. Large crane will be required to be setup up on street Friday afternoon.
2. Removal of existing chiller and installation of rental chiller on Saturday.
3. Breakdown large crane after chiller lifts are completed.
4. Isolate chilled water to chiller.
5. Disconnect power and control wiring.
6. Disconnect piping.
7. Rig and hoist existing chiller off pad with crane and load onto trailer to haul to remote location.
8. Rig and hoist rental chiller onto pad.
9. Reconnect power and control wiring.
10. Reconnect chiller to existing piping.
11. Pipe insulation on disturbed piping to match existing.
12. Factory Startup of rental chiller.
13. Overtime and weekend work.

Phase II

1. Once chiller has been delivered to warehouse work will begin for replacement of parts and dehydration of unit.
2. Rigging equipment and boom trucks/fork lifts.
3. Replace 7 condenser coils.
4. Replace 1 compressor on circuit 2.
5. Replace flash tank for circuit 2.
6. Replace oil separator for circuit 2.
7. Repair ruptured copper piping on circuit 2.
8. Install filter driers.
9. Normal working hours.

Phase III

1. Setup of two crane.
 - a. Large crane will be required to be setup up on street Friday afternoon.
2. Removal of rental chiller and installation of customer chiller on Saturday.
3. Breakdown large crane after chiller lifts are completed.
4. Isolate chilled water to chiller.
5. Disconnect power and control wiring.
6. Disconnect piping.
7. Rig and hoist existing chillers off pad with crane and load onto trailer for return to rental company.
8. Rig and hoist customer chiller onto pad.
9. Reconnect power and control wiring.
10. Reconnect chiller to existing piping.
11. Pipe insulation on disturbed piping to match existing.
12. Factory Startup to put warranty back in service for circuit two.
13. Overtime and weekend work.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

1. Taxes have been excluded.
2. Items not mentioned above.
3. Leaking isolation valves.
4. Crane charges due to weather delays.
5. Large crane beyond 10 hours on Saturday during Phase I and Phase III.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Feb. 25, 2017

Cumberland County

Johnson Controls, Inc.

Name: _____

Name: Rodney VanBoskerck

Title: _____

Title: Sr. Account Executive

Date: _____

Date: 1/26/2017

PO: _____

Rodney VanBoskerck

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Operation in Sub-freezing Conditions

The YVAA may be operated in sub-freezing conditions if the following freeze protections are taken :

- A. A suction service valve electric actuator is installed. Chiller software will operate the actuator in order to protect against freezing due to evaporator refrigerant migration.

-or-

- B. No suction service valve is installed but the water circuit valves are kept open, there is continuous power to the chiller and pump for chilled water pump control, and the pump will operate and circulate water through the evaporator whenever commanded by the chiller.



The above operation is only advised if uninterrupted power can be ensured. Unforeseen power interruptions can damage the evaporator in a very short time frame if the temperature falls below freezing.

If there is potential for power loss, Johnson Controls recommends the water in the chilled water circuit be replaced with an appropriate water-to-glycol concentration.

Unit Maintenance and Shutdown in Sub-freezing Conditions

If the YVAA is maintained or shut down and will be subjected to sub-freezing conditions, it is critical to protect against evaporator and waterbox freeze damage. Johnson Controls recommends the following options (in order of freeze protection level) be performed on each circuit.

- A. **Glycol:** Replace water with an appropriate water to glycol concentration of antifreeze.

-or-

- B. **Drain:** Remove power to the waterbox heaters. Close the water valves, drain the evaporator, and leave the evaporator drain valves open.

-or-

- C. **Refrigerant Valve - Off:** Close the water valves, close flash tank drain valves, close the suction service valves and leave power to the chiller for evaporator heater mat and waterbox heater operation. For units without a suction service valve, close the discharge and compressor oil valves.

-or-

- D. **Pump Control:** Keep power to the chiller in order to have control over chilled water pumps and heater operation and leave the water circuit valves open. This will enable water to circulate through the evaporator to avoid freezing.



Options A and B are the recommended processes for unit maintenance and shutdown. Unforeseen power interruptions can damage the evaporator in a very short time frame if the temperature falls below freezing.



Failure to follow Johnson Controls freeze protection recommendations can void the warranty.

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

FINANCE OFFICE

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

ITEM NO. 20

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
MARCH 6, 2017**

TO: BOARD OF COUNTY COMMISSIONERS
FROM: VICKI EVANS, FINANCE DIRECTOR *VE*
DATE: FEBRUARY 24, 2017
SUBJECT: CONSIDERATION OF HEALTH DEPARTMENT'S REQUEST
FOR PAYMENT OF PRIOR YEAR INVOICES

BACKGROUND

The Health Department is requesting payment of multiple fiscal year 2016 invoices as described below:

<u>Vendor</u>	<u>Public Health Section</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
Cumberland County Hospital	Jail Health	11/6/2015	\$ 279.66
Fayetteville Associates	Jail Health	5/25/2016	222.22
Cape Fear Valley OBGYN	Jail Health	5/27/2016	408.80
Red Wing Shoes	Environmental Health	8/6/2014	108.00
Red Wing Shoes	Environmental Health	8/16/2014	108.00
Red Wing Shoes	Environmental Health	8/31/2015	93.08
			<u>\$ 1,219.76</u>

Invoices were received within the current fiscal year. Staff have verified these invoices have not yet been paid and are past due. Sufficient funds are available in the current year budget to cover these expenditures.

RECOMMENDATION

Management is requesting approval to pay the prior year invoices totaling \$1,219.76.

Celebrating Our Past...Embracing Our Future



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

DEPARTMENT OF PUBLIC HEALTH

Memo

TO: Vicki Evans, Finance Director
FROM: Tracy Gurganus, Accounting Specialist
DATE: February 10, 2017
SUBJECT: Request to pay old year invoices

Attached please find four Fiscal Year 16 invoices and two Fiscal Year 15 invoices that we need approval to pay. Three of the invoices are related to jail health, and the others are for Red Wing Shoes.

Each of these invoices were received after the cut-off for paying invoices

We strive to have all invoices paid in a timely manner, however; we cannot anticipate medical service invoices. The Red Wing Shoe invoices were discovered when the vendor went under new management and discovered that they had not billed us previously.

Thank you for your consideration of this request.

RANDY BEEMAN
Director/Fire Marshal

TIM MITCHELL
Deputy Director



ITEM NO. 2E

EMERGENCY SERVICES DEPARTMENT

**MEMO FOR THE AGENDA OF THE MARCH 6, 2017
BOARD OF COUNTY COMMISSIONER'S MEETING**

TO: BOARD OF COUNTY COMMISSIONERS

THRU: TRACY JACKSON, ASSISTANT COUNTY MANAGER

FROM: RANDY BEEMAN, EMERGENCY SERVICES DIRECTOR 

DATE: FEBRUARY 20, 2017

SUBJECT: EMERGENCY SERVICES – ACCEPTANCE OF GRANT AWARD FROM NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY- HOMELAND SECURITY GRANT PROGRAM , HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP)

Background:

Emergency Services received notification that Cumberland County is awarded a grant through the 2016 Homeland Security Grant Program (HSGP) in the amount of \$10,000. The Grant award is for the time period of October 1, 2016 through September 30, 2017. Cumberland County Emergency Services along with the Local Emergency Planning Committee propose a full scale hazardous materials transportation exercise. The incident will take place in the proximity of a major traffic interchange adversely affecting the main artery to and from Fort Bragg due to chemical release. The scenario will test the coordination of federal, state and local agencies.

Recommendation:

Staff recommends approval of Budget Ordinance Amendment B170676 to recognize grant funds in the amount of \$10,000 and acceptance of grant award from North Carolina Department of Public Safety-Homeland Security Grant Program, Hazardous Materials Emergency Preparedness Grant.

/gs





North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Hazardous Material Emergency Preparedness Grant Program "HMEP"

CFDA #: 20.703

Fiscal Year 2016

Grant Award #: HM-HMP-0544-16-01-00

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient: Cumberland County

Tax ID/EIN #: 56-6000291
DUNS#: 088571690

MOA #1603

DPS Fund Code: 1501-8073-35CB

MOA Amount: \$ 10,000.00

MOA Period of Performance 10/01/16 to 09/30/2017

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 Transportation (USDOT) HMEP Grant Program. A copy of the complete federal grant instructions is available at www.DOT.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 HMEP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Trainings and Exercises. For more detailed description of the project approved for MOA#1603, please see Attachment 1 for detailed Scope of Work.

2. Program Authorization and Regulations:

This Agreement, the North Carolina General Assembly and the Hazardous Materials Emergency Planning Grant Program (HMEP) are governed by the following statutes and regulations: (1) The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101 *et. seq.*; (2) 49 C.F.R. parts 18 and 110, and any other applicable policy memoranda and guidance documents; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; (4) OMB Circulars A-87 and A-110; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et. seq.*; (6) Where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. § 1857(h) and § 1368, Executive Order 11738, the Americans With Disabilities Act, 42 U.S.C. § 12001 *et. seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities, the Hatch Act, which limits the political activity of employees, the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended Pub. L. 93-234, 87 Section 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, applicable N.C. General Statutes when negotiating contracts for services and the Energy Policy and Conservation Act (P.L. 94-163) FY 2016 HMEP Notice of Funding Opportunity Announcement (NOFOA) available at www.phmsa.dot.gov 9) applicable Grants Programs Directorate

(GPD) Information Bulletins available at www.phmsa.dot.gov; and (0) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

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 days after the 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 HMEP funding is contingent upon completion of all HMEP 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 9/30/2017.
 - iii. Provide a semi-annual progress report to the NCEM EPCRA Program Manager using the latest Grant.
 - B. File Retention: RECIPIENT/SUB-RECIPIENT's performance under this Agreement shall be subject to 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," and/or OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments." Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUB-RECIPIENT, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records to the AGENCY/GRANTEE, awarding agency (USDOT), and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof. 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
 - 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 2016 HMEP 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 period of performance of this award.
6. **Supplantation:** The 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 hazardous materials transportation preparedness 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 hazardous materials transportation preparedness activities.
7. **Compliance.** The 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 HMEP Notice of Funding Opportunity Announcement (NOFOA). The 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 HMEP requirements.
 - iii. The performance period for this award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 9/30/2017
 - iv. Directly monitor the completion of this project.
 - B. The Sub-Recipient shall:
 - i. Expend FY 2016 HMEP Grant Program funds in accordance with the applicable USDOT and HMEP 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. The Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDOT and HMEP NOFOA and the USDOT 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 DOT 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; FHMSA.DOT 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 9/30/2017
- E. **REPORTS:** The RECIPIENT/SUB-RECIPIENT shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment 1 to this Agreement, which are due thirty (30) days from completion of the plan, exercise, or study. Reports shall include the current LEPC membership roster, a copy of the most recent LEPC meeting minutes and agenda and LEPC by-laws. The RECIPIENT/SUB-RECIPIENT shall provide a semi-annual summary (progress report), not later than **June 15, 2017**, to the EPCRA Program Manager to ensure that the project deliverables are being met, and that each grant contract is operating within budget. The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUB-RECIPIENT shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management EPCRA Program Manager for all reports. If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold payment until they are completed or may take such other action as set forth in paragraph (10). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUB-RECIPIENT if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment 1. Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUB-RECIPIENT shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
- F. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HMEP NOFOA and Grant Award and Special Conditions documents.
- G. Maintain a grant management filing system as required in this MOA and Attachment 2.
- H. 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".
- I. Ensure that HMEP 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.

- J. 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.
- K. All materials publicizing or resulting from award activities must be approved by EPCRA program manager.
- L. 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.
- M. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand received or transferred.
- N. 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 FY2016 PHMSA NOFO are eligible for purchase. For more guidance visit www.phmsa.dot.gov.
- O. 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 PHMSA Grant is subject to use as a regional asset to be utilized by the US DOT, 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 federal 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. HMEP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-recipient instructions document provided by NCEM.
 - V. If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 49 C.F.R. Part 18. (See 49 C.F.R. 19.30-18.34.)
9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DOT 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 USDOT, PHMSA 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 USDOT Program Guidelines, which include, but may not be limited to, the FY 2016 HMEP NOFOA, available at: www.phmsa.dot.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 USDOT Financial Management Guide available at www.DOT.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 PHMSA 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 HMEP 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 HMEP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HMEP 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, the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HMEP 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 PHMSA 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 HMEP 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. CERTIFICATION OF ELIGIBILITY—Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For Questions about the Department of State Treasurer's Iran Divestment Policy, please direct question to (919) 814-3852.

19. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
20. **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.
21. **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 2016 HMEP NOFOA.
22. **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.
23. **Modification:** This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.
24. **Termination:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 9/15/2017. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDOT, PHMSA 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 USDOT, PHMSA Grant Adjustment Notice, incorporated by reference herein. If USDOT suspends or terminates funding in accordance with 2 CFR 200 and the FY2016 HMEP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

25. Budget and Scope of Work:

SUB-RECIPIENT shall implement the HMEP 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

<u>Project Costs:</u>	
Federal Share:	\$ 10,000.00
State Share:	\$ 0.00
<u>Local Share:</u>	<u>\$ 0.00</u>
TOTAL:	\$ 10,000.00

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 **June 15th** to the HMEP 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. Semi-annual project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning, Training, Exercise and Equipment purchased with HMEP ;
- iii. After action report from exercise;
- iv. Training course roster and description

- v. A copy of an plan created or re-written with grant funds
- vi. Any other documentation that would be pertinent.
- vii. Any invoices detailing the expenses associated with the project
- viii. Proof of payment for each invoice

- 26. 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.

- 27. 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 may 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 procurement 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.

28. **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 USDOT 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 USDOT - 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 USDOT, 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 USDOT 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 USDOT 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.

29. 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 USDOT 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.

30. 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 USDOT function.
- B. To notify USDOT 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 USDOT 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 USDOT 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 USDOT function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDOT 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 USDOT.

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

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)

32. 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 10/01/2016. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

33. Term of this Agreement: This agreement shall be in effect from 10/01/2016 to 09/30/2017.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 10/01/2016

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

CUMBERLAND COUNTY
131 DICK ST. RM 114
FAYETTEVILLE, NC 28301

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

BY: _____
Amy Cannon, County Manager
Cumberland County

APPROVED AS TO PROCEDURES:

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

BY: Landy Deem
Director Emergency Services
Cumberland County

DocuSigned by:
William Polk
BY: 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
TRANSPORTATION GRANT PROGRAMS

BY: _____
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2016 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HMEP FOR OTHER FISCAL YEARS.

Attachment 1

2016 Hazardous Materials Preparedness Project Guidance and Application

North Carolina Emergency Management Technological Hazards Branch

General Information

United States Department of Transportation Fiscal Year 2016 Hazardous Materials Emergency Preparedness (HMEP) Grant funds and State of North Carolina 2016 Tier II Competitive Grant funds will be passed through to Local Emergency Planning Committees (LEPCs) and Tribes within North Carolina on a competitive basis utilizing a single application.

For the federal HMEP Grant program, NCEM will award a maximum amount of \$10,000 to any one LEPC and \$25,000 for multi-county LEPCs. For the state Tier II Competitive Grant program, the maximum amount awarded will be \$10,000 per project with two projects funded per NCEM Branch.

To be considered for an award under either program, a single application per LEPC project must be received by Area Coordinators/Branch Managers no later than August 19, 2016. Applications will automatically be considered for both grant programs. NCEM will be responsible for selecting the appropriate grant to fund approved projects.

The HMEP Grant is a United States Department of Transportation grant and is managed by the Pipeline and Hazardous Materials Safety Administration (PHMSA). *The HMEP funds are derived from shippers of hazardous materials; therefore, there is an expectation that the funds will be used for enhancing preparedness for transportation incidents involving hazardous materials.* The NC Competitive Tier II grant is managed by NCEM with funds derived from Tier II reporting facilities, and must be used for hazardous materials response planning, training, and related exercises.

This year priority will be given to (in order):

- Joint/regional hazardous materials preparedness activities.
- Exercise of hazardous materials plans.
- Development of emergency response plans with a clearly identifiable hazardous materials focus or the development or update of the hazardous materials annex to the County/Tribal Plan.

Period of Performance (Anticipated)

October 1, 2016 through September 15, 2017.

Eligible Projects and Activities

The following activities are eligible as projects for consideration. The intent of this process is to allow grant funds to be used by LEPCs for a variety of identified planning needs.

- Conduct Joint/regional hazardous materials preparedness activities that mutually benefit all parties.
- Conduct exercises based on response plans.
- Develop initial LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Revision of the LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Develop or expand Regional Response Team planning.
- Conduct or revise Hazard Identification and Vulnerability Analysis (HIVA).

Grant Award Criteria

Applicants must ensure their hazardous materials response plan is consistent with the provisions of the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as the Superfund Amendment Reauthorization Act (SARA) Title III, and have a functional and active LEPC or Tribal hazardous material response program. Proposed projects will be competitively evaluated according to the following selection criteria:

- How effective will the project be in improving hazardous materials capabilities?
- How cost effective is the proposed project?
- Does it contribute to other jurisdictions planning and regional response efforts?

Applicants must have an active registration in the federal System for Award Management (SAM).

Budgetary Criteria

The following budgetary rules apply to all applications.

Allowable expenses for activities:

- Hiring contractors or consultants to perform work eligible under the grant.
- Equipment rental.
- Per Diem and travel expenses.
- Supplies and training materials.
- Mail and postage costs.
- Printing and reproduction costs.

Non-allowable expenses:

- No funds awarded may be used for the purchase of equipment (including software and electronics).
- No funds may be used to replace or supplant local government funding of existing planning or exercise programs.
- Salary (including overtime) of any employees who backfill positions.

For more information about project and expense eligibility, please see the [HMEP Grant Program Expenditures and Activities Guide](#), published by the Pipeline and Hazardous Materials Safety Administration.

Application Review

Proposed project applications will be subjected to a competitive review process. If necessary, a review panel will meet before September 16, 2016 to evaluate all applications. The review panel may consist of the Branch Managers and/or members of the North Carolina State Emergency Response Commission Hazardous Materials Committee. An effort will be made to achieve the broadest possible geographic distribution of these awards. Applicant performance on other NCEM grants will be considered when evaluating the applications.

Monitoring and Follow-Up Requirements

LEPCs receiving grant funds must enter into a Memorandum of Agreement with North Carolina Emergency Management. Additionally, they must provide a semi-annual summary (progress report), not later than May 31, 2017, to the Technological Hazards Branch to ensure that the project deliverables are being met, and that each grant contract is operating within budget. All changes to the statement of work must be approved in writing prior to conducting activities.

Activities must be completed by September 15, 2017 and final documentation is required by October 15, 2017 and includes the following:

- If training/exercise is conducted, a complete roster and After Action Report (AAR) detailing the outcome and benefit is required.
- If seminar or conference, an agenda, attendance roster, and copies of presentations are required.
- If an emergency response plan, hazardous materials response plan, or hazardous materials annex was updated, a copy of the updated plan is required.
- Cost Report should be completed and sent along with detailed invoices and proof of payment.

Note: Funds will not be reimbursed until all deliverables are received.

Application Process

1. Complete the attached 2016 Hazardous Materials Preparedness Project Application.
2. Submit a separate set of applications for each proposed project (if necessary).
3. If submitting a joint/regional application, establish priorities and clearly show how each jurisdiction will benefit.
4. If multiple projects are requested, establish and define a priority list.
5. Submit project proposal electronically via e-mail attachment to appropriate NCEM Area Coordinator who will either tentatively approve or disapprove. The Area Coordinator will forward (tentatively approved applications) to the Branch Manager who will review the application and forward to the Hazardous Materials Preparedness Project review committee for final approval.
6. If there are any questions regarding this process, please contact an EPCRA Coordinator at 919-436-2746 or email epcra@ncdps.gov.

2016 HAZARDOUS MATERIALS PREPAREDNESS PROJECT APPLICATION

Instructions

Please provide the information requested below. All fields are mandatory. Limit your response to the space allocated whenever possible. If this is not possible, please indicate on the form when additional pages are attached. Clear, complete, and concise information is required for the panel to make fair and equitable decisions.

Applicant Information

Organization:	Cumberland County Emergency Services, LEPC
Mailing Address: Street, City, State, Zip +4	131 Dick St. Rm. 114 Fayetteville, NC 28301
Physical Address: Street, City, State, Zip +4	Same as above
DUNS Number:	088571690
Tax ID Number:	56-6000291

Host County:	Cumberland County
Local Emergency Planning Committee (LEPC):	Cumberland County LEPC
Is your organization registered in SAM:	Yes

Point of Contact:	Gene Booth
Title:	Emergency Management Coordinator
Email:	wbooth@co.cumberland.nc.us
Phone Number:	910-678-7641
Fax:	910-678-7642

Memorandum of Agreement (MOA/MOU) Information

Please list all names and titles that should appear on the signature page of the MOA/MOU should your organization receive an award. Only one signatory is required; multiple spaces have been provided for entities with policies requiring multiple people to sign. If more space is needed, please add rows identical to the ones below and notify NCEM. Names will appear in order entered below.

NCEM grant MOAs are currently being disseminated and signed electronically via DocuSign.

Name:	Amy Cannon
Title:	County Manager
Email	acannon@co.cumberland.nc.us

Name:	Randy Beeman
Title	Emergency Services Director
Email:	rbeeman@co.cumberland.nc.us

Name	Vicki Evans
Title:	Finance Director
Email:	vevans@co.cumberland.nc.us

Project Overview:

Project Title:	I-295/Ft. Bragg spill
Is your proposed activity joint or regional in nature?	Yes
If you answered yes above, please explain, otherwise put N/A:	This event is proposed to take place on a new section of I-295 bordering Ft. Bragg. This will enable us to exercise communication and response between local and federal agencies.
Would you like to request the State Hazardous Materials Regional Response Team (RRT) participate in your HMEP grant activity?	Yes, RRT-3
If you answered yes above, please describe desired RRT involvement (technical assistance, exercise participation, pre-planning,	RRT- 3 is a member of the Cumberland County LEPC and responds to all Hazardous Materials incidents in Cumberland County.

etc.), otherwise put N/A:

Note: Requests for regional response team participation will be reviewed and granted as funding allows. Regional Response Team participation will be funded by Tier II fee revenue and do not need to be accounted for in your project budget below.

Project Statement of Work

Please provide a detailed description of your proposed project.

- Breakdown activities into clear actions.
- Identify personnel providing services if applicable.
- Identify measurable, tangible deliverables/results.

Statement of Work

Cumberland County Emergency Services along with the Local Emergency Planning Committee would like to propose the conduct of a full scale hazardous materials transportation exercise. This exercise incident would take place in the proximity of a major traffic interchange adversely affecting the main artery to and from Ft. Bragg due to a chemical release. This scenario will drive the process to activate evacuation, sheltering both on and off base, in addition to the typical response activities evaluated in these situations. The scenario will test the coordination of federal, state and local agencies.

Project Timeline

Include critical dates and measurable activities for task completion. Projects must be completed in time to submit all paperwork by October 15, 2017.

Date	Milestone
October 2016	Approval of consultant.
December 2016	Initial Planning Conference
January 2017	Mid Term
March 2017	Final Planning Conference
May 2017	Exercise Conduct

Project Budget

Please provide your projected costs.

Item Description	Cost
Planning, conduct, and documentation	8000
Food, water rehab,	1500
Supplies	500
Total Projected Cost:	10000

Final signed cost report should be submitted with, or prior to, final performance deliverables. The requested reimbursement amount on the final cost report should not exceed the total amount of the grant reward.

Application Submission

Please type your name and today's date below as signature to certify the following:

- This application is complete and accurate to the best of your knowledge.
- This project, if awarded, will adhere to the approved Statement of Work and any changes made to this project after submission must be approved in writing by the Technological Hazards Branch of North Carolina Emergency Management.
- This application will be submitted by email to your county's NCEM Area Coordinator on or before August 19, 2016.

Name:	Gene Booth
Date:	1/31/17

If you have any questions please do not hesitate to reach out to us at 919-436-2746 or epcra@ncdps.gov.

Attachment 2

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 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:

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

**RESOLUTION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
SUPPORTING THE ADOPTION OF 2017 HOUSE BILL 109 TO ADD CERTAIN
LANDS TO THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE**

Whereas, there is within Cumberland County an unincorporated area known as Shaw consisting of the communities of Shaw Heights, North Point Village and Tiffany Pines; and

Whereas, the unincorporated area known as Shaw is adjacent to the Fort Bragg Military Reservation and is completely surrounded by the City of Fayetteville; and

Whereas the Cumberland County Board of Commissioners finds that the provision of city services to the Shaw area will promote the public health and enhance development within the Shaw communities; and

Whereas, Cumberland County's Representatives Floyd, W. Richardson and Lucas, as primary sponsors, have introduced 2017 House Bill 109 to add all of the non-annexed parcels that are surrounded by the City of Fayetteville and Fort Bragg Military Reservation consisting of approximately 630.89 acres constituting the Shaw area to the corporate limits of the City of Fayetteville.

Now therefore be it resolved that the Cumberland County Board of Commissioners commends the introduction of 2017 House Bill 109 and requests its adoption by the General Assembly.

Adopted this 6th day of March, 2017.

Cumberland County Board of Commissioners
By:

Glenn B. Adams, Chairman

Attest:

Candice H. White, Clerk to the Board

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

H.B. 109
Feb 15, 2017
HOUSE PRINCIPAL CLERK

H

D

HOUSE BILL DRH10051-LMx-5A* (11/17)

Short Title: Fayetteville Annexation. (Local)

Sponsors: Representatives Floyd, W. Richardson, and Lucas (Primary Sponsors).

Referred to:

1 A BILL TO BE ENTITLED
2 AN ACT ADDING CERTAIN DESCRIBED PROPERTY TO THE CORPORATE LIMITS OF
3 THE CITY OF FAYETTEVILLE.
4 The General Assembly of North Carolina enacts:
5 SECTION 1. The following described property is added to the corporate limits of the
6 City of Fayetteville:
7 BEGINNING at the northwest corner of Lot 11 in Block E of plat entitled A.D.
8 McKenzie Lands Shaws Heights 90 Lots as recorded in Plat Book 12, Page 11, Cumberland
9 County Registry, and running thence with the northern line of Lot 11, same line also being the
10 current City of Fayetteville boundary, N 84° 34' 24" E 118.46 feet to a point; thence crossing
11 Bonnie Doone Road (now known as Shaw Road) in a northerly direction and continuing along the
12 eastern line of Lot 1 of plat entitled Property of Brooks Peele as recorded in Plat Book 14, Page 9,
13 Cumberland County Registry and also being the City of Fayetteville boundary, N 05° 25' 36" W
14 359.84 feet to the northeast corner of Lot 1; thence with the northern line of Lot 1 also being the
15 City of Fayetteville boundary, S 84° 34' 24" W 75.40 feet to the northwest corner of Lot 1; thence
16 with the City of Fayetteville boundary N 03° 51' 52" E 3065.72 feet to a point; thence with the
17 City of Fayetteville boundary S 54° 34' 24" W 94.00 feet to a point; thence with the City of
18 Fayetteville boundary N 26° 26' 36" W 867.90 feet to a concrete monument in the northeastern
19 most corner of the plat entitled Property of Public Works Commission as recorded in Plat Book
20 17, Page 34 of the Cumberland County Registry and also being in the boundary with the Fort
21 Bragg Military Reservation; thence with the boundary of the Fort Bragg Military Reservation N
22 52° 05' 24" E 2376.04 feet to a point in the western right-of-way of the CSX railway; thence with
23 the CSX railway right-of-way S 34° 23' 36" E 713.51 feet to a point; thence N 65° 38' 00" E
24 3659.45 feet to a point in the Fort Bragg Military Reservation boundary; thence continuing with
25 the said boundary S 35° 43' 41" E 548.87 feet to a point; a point; thence S 35° 39' 28" E 199.85
26 feet to a point; thence with the Fort Bragg Military Reservation boundary N 66° 09' 58" E 46.93
27 feet to the northwest corner of Lot 525 as shown on the plat entitled Addition of Lots 525, 529, &
28 530 Section Nine Tiffany Pines recorded in Plat Book 63, Page 23 of the Cumberland County
29 Registry; thence continuing along the City of Fayetteville boundary and crossing Graystone Road
30 with the western lines of Lots 525, 527, 528, and a portion of 529, S 44° 17' 41" E 495.30 feet to a
31 point; thence along the southern line of lots 529-530 of the aforementioned plat and continuing
32 thence with the southern lines of Lots 531-537 as shown in that plat entitled Revision Tiffany
33 Pines Section Nine as recorded in Plat Book 56 Page 24 of the Cumberland County Registry and
34 continuing thence S 71° 47' 00" E 809.56 feet to the southeastern corner of Lot 537; thence along
35 the southern line of Lot 538 and a portion of Lot 539, N 54° 04' 22" E 240.32 feet to a point;



1 thence continuing with the southern line of Lot 539 and Lots 540-541, N 38° 48' 43" E 206.90 feet
2 to the southeastern corner of Lot 541; thence along the southern City of Fayetteville property line
3 as described in Deed Book 5008 Page 11, Cumberland County Registry, S 50° 25' 17" E 129.96
4 feet to a point; thence along the southwestern line of the City of Fayetteville property as described
5 in Deed Book 5008 Page 16, S 43° 59' 09" W 223.16 feet to a point; thence along the southern line
6 of the aforesaid property, S 72° 34' 17" E 130.00 feet to an intersecting corner in the western line
7 of Lot 128 as shown on plat entitled Addition to Section One Tiffany Pines and recorded in Plat
8 Book 46, Page 2, Cumberland County Registry; thence S 20° 09' 01" W 34.98 feet to the
9 southwestern corner of Lot 128; thence along the western line of Lots 30-32 as shown in that plat
10 entitled Tiffany Pines Section One and recorded in Plat Book 41 Page 43, Cumberland County
11 Registry, with the following courses and distances: S 25° 10' 01" W 95.02 feet to the southwest
12 corner of Lot 30; thence S 23° 58' 01" W 95.00 feet to the northwestern corner of Lot 32; thence S
13 24° 34' 01" W 64.44 feet to a point; thence S 02° 29' 01" W 99.35 feet to a the southwest corner of
14 Lot 32; thence S 04° 25' 50" W 57.64 feet to a point of tangency in the northern line of Lot 44;
15 thence with the northern line of Lot 44, S 64° 08' 01" W 64.66 feet to the northwestern corner of
16 said lot; thence along the western line of the same lot, S 26° 03' 55" E 50.00 feet to an iron pipe in
17 the northeastern corner of the Barnhill Contracting Company property as shown on that plat
18 entitled Property of Cumberland Paving Company n/k/a Barnhill Contracting Company as
19 recorded in Plat Book 133, Page 129, Cumberland County Registry; thence along the northern line
20 of the same property for the following courses and distances: S 65° 34' 24" W 661.28 feet to an
21 iron pipe; thence S 40° 59' 00" E 15.96 feet to an existing steel post; thence S 10° 45' 15" W
22 641.24 feet to an existing concrete monument; thence S 41° 22' 42" W 328.82 feet to an iron pipe;
23 thence S 56° 41' 38" W 366.81 feet to an iron pipe; thence S 54° 25' 39" W 148.89 feet to an
24 existing iron stake; thence along the eastern line of Lot 45 as shown in that plat entitled
25 Northpoint Village and recorded in Plat Book 42, Page 57, Cumberland County Registry, N 34°
26 55' 41" W 135.00 feet to the northeastern corner of Lot 45; thence along the southern margin of
27 Shaw Road, an 80 foot right-of-way, N 55° 04' 19" E 25.00 feet to a point; thence crossing Shaw
28 Road and continuing thence N 34° 55' 41" W 210.00 feet to the northeastern corner of Lot 40;
29 thence N 23° 51' 41" W 9.99 feet to a point in the southeastern line of Lot 30; thence N 39° 00'
30 19" E 127.59 feet to a point on the eastern line of Lot 29; thence N 35° 53' 19" E 70.00 feet to a
31 point in the eastern line of Lot 29; thence N 26° 27' 41" W 175.58 feet to the northeastern corner
32 of Lot 28; thence along the northern line of Lots 28,27,15,14,and 13, N 64° 04' 41" W 411.21 feet
33 to the northernmost corner of Lot 13; thence along the northwestern line of Lots 9-13, S 55° 04'
34 19" W 390.93 feet to a point in the western line of Lot 9; thence S 25° 57' 19" W 228.94 feet to the
35 southwestern corner of Lot 8 said point also being in the northern right-of-way margin of Meharry
36 Drive; thence with the northern margin of Meharry Drive, a 60 foot right-of-way, having a curve
37 to the left, a radius of 560.52 feet, an arc length of 60.05 feet, a chord bearing of N 68° 25' 31" W,
38 and a chord length of 60.02 feet to a point; thence crossing the right-of-way of Meharry Drive, S
39 25° 56' 19" W 191.47 feet to the southwestern corner of Lot 7, also being the northernmost most
40 corner of Lot 149 as shown on that plat entitled University Estates Section 3 and recorded in Plat
41 Book 38, Page 65, Cumberland County Registry; thence N 87° 48' 41" W 131.25 feet to the
42 northernmost corner of Lot 148; thence S 70° 34' 19" W 141.83 to a point in the northern line of
43 Lot 146; thence S 54° 44' 19" W 649.03 feet to westernmost corner of Lot 141; thence S 29° 45'
44 12" E 701.76 feet to the northwestern corner of a lot conveyed to James W. McNeill and wife
45 Dagmar, Deed Book 3318 Page 456, Cumberland County Registry, thence along the southern
46 margin of Shaw Road having a curve to the right and a radius of 1671.48 feet, an arc length of
47 98.99 feet, a chord bearing of N 69° 14' 31" E, and a chord length of 98.98 feet to a point of
48 tangency; thence following a curve to the right having a radius of 25.00 feet, an arc length of

1 38.46 feet, a chord bearing S 68° 22' 58" E, and a chord length of 34.78 feet to a point; thence
2 along the western margin of Edmeston Drive S 24° 18' 39" E 41.33 feet to a point; thence
3 following a curve to the left having a radius of 569.41 feet, an arc length of 105.26 feet, a chord
4 bearing S 29° 36' 24" E, and a chord length of 105.11 feet to the northernmost corner of Lot 12 of
5 that plat entitled University Estate Section I and recorded in Plat Book 37, Page 7, Cumberland
6 County Registry; thence along the northwestern line of Lots 11 and 12, S 55° 05' 24" W 235.00
7 feet to the westernmost corner of Lot 11; thence N 34° 58' 29" W 44.24 feet to the northernmost
8 corner of the Colonial Pipeline Company property described in Deed Book 1035, Page 269,
9 Cumberland County Registry; thence along the northwestern of the aforementioned property, S
10 68° 18' 55" W 200.78 feet to the northernmost corner of the Motiva Enterprises, LLC property as
11 described in Deed Book 4974, Page 550, Cumberland County Registry; thence along the
12 northwestern line of the aforementioned property S 67° 21' 18" W 195.85 feet to a point in the
13 CSX railroad right-of-way; thence following the CSX railroad right-of-way N 34° 43' 36" W
14 587.95 feet to a point; thence crossing the CSX railroad right-of-way S 57° 44' 02" W 228.76 feet
15 to a point in the western right-of-way of Murchison Road, also known as NC Highway 210; thence
16 following the western margin of Murchison Road, S 31° 41' 07" E 338.05 feet to the northern
17 margin of Shaw Road, also known as SR 1437; thence following the northern margin of Shaw
18 Road S 43° 44' 24" W 190.23 feet to a point; thence N 46° 26' 15" W 10.45 feet to a point; thence
19 S 43° 44' 24" W 440.49 feet to a point; thence crossing the right-of-way of Shaw Road in a
20 southeasterly direction S 46° 15' 36" E 718.94 feet to the northeastern corner of Lot 32, Plat Book
21 29, Page 4, Cumberland County Registry; thence along the American Mobile Home Supply
22 property as shown on that plat entitled Survey for American Mobile Home Supply and recorded in
23 Plat Book 100, Page 71, Cumberland County Registry S 43° 34' 30" W 355.93 feet to the
24 westernmost corner; thence S 46° 27' 58" E 277.62 feet to the southeastern corner ; thence S 32°
25 13' 00" E 142.70 feet to a point of tangency; thence a following a curve to the left having a radius
26 of 20.00 feet, an arc length of 31.33 feet, a chord bearing S 77° 04' 31" E, and a chord length of
27 28.22 feet to a point in the northern margin of Hogan Street (formerly Alpine Street); thence S 31°
28 59' 33" W 112.28 feet to a point of tangency in the southern margin of Hogan Street, also being
29 the northern line of Lot 58 as shown on that plat entitled Madonna Estates Section One as
30 recorded in Plat Book 36 Page 15, Cumberland County Registry; thence following a curve to the
31 right, having a radius of 257.40 feet, an arc length of 127.43 feet, a chord bearing S 76° 53' 34" W,
32 and a chord length of 126.13 feet to a point; thence N 87° 01' 27" W 89.45 feet to a point of
33 tangency; thence following a curve to the left having a radius of 384.14 feet, an arc length of
34 262.34 feet, a chord bearing S 74° 43' 16" W and a chord length of 257.28 feet to the northwestern
35 corner of Lot 81 as shown on aforesaid plat and continuing thence along the western line of lots
36 81-92 with the following bearings and distances: S 32° 14' 36" E 136.53 feet to the southwestern
37 corner of Lot 81; thence N 57° 15' 21" E 5.00 feet to a the northwestern corner of Lot 82; thence S
38 32° 44' 36" E 130.00 feet to the southwestern corner of Lot 82; thence S 57° 15' 28" W 5.00 feet
39 to a point in the northwestern right-of-way of Prosser Court; thence S 32° 44' 36" E 464.84 feet to
40 the southwest corner of Lot 85; thence S 35° 21' 24" W 210.82 feet to the southwest corner of Lot
41 88; thence S 50° 53' 24" W 93.41 feet to the southwest corner of Lot 89; thence S 17° 18' 24" W
42 136.41 feet to a point of tangency in the northern right-of-way of Utopia Court; thence following a
43 curve to the left having a radius of 305.97 feet, an arc length of 43.74 feet, a chord bearing N 76°
44 55' 03" W, and a chord length of 43.70 feet to a point in the northern margin of Utopia Court;
45 thence crossing Utopia Court and continuing thence S 08° 56' 24" W 185.43 feet to the
46 southwestern corner of Lot 91; thence N 79° 27' 36" W 66.98 feet to the northwestern corner of
47 Lot 92; thence S 16° 29' 24" W 150.00 feet to a point in the northern margin of Alpine Street, said
48 point also being the southwestern corner of Lot 92; thence S 73° 30' 36" E 42.92 feet to a point;

1 thence crossing Alpine Street and continuing thence S 16° 29' 24" W 194.23 feet to the
2 southwestern corner of Lot 62; thence following the southwestern line of the Public Works
3 Commission property as shown on Plat Book 98, Page 147, Cumberland County Registry, N 74°
4 01' 37" W 759.64 feet to a concrete monument; thence N 58° 25' 48" W 534.75 feet to an iron
5 stake in the eastern line of Lot 100 as shown in that plat entitled Julie Heights Subdivision Section
6 Four as recoded in Plat Book 32, Page 25 of the Cumberland County Registry and continuing
7 thence S 43° 48' 24" W 627.89 feet to the southernmost corner of Lot 92 Julie Heights Section
8 Four of the aforementioned plat; thence N 83° 11' 36" W 459.96 feet to a concrete monument;
9 thence N 46° 09' 53" W 310.99 feet to a concrete monument; thence N 87° 29' 36" W 399.80 feet
10 to a concrete monument; thence N 58° 10' 36" W 350.10 feet to a concrete monument; thence N
11 23° 26' 04" W 398.18 feet to the POINT OF BEGINNING, and containing approximately 637.23
12 acres more or less. This description is intended to cover all of the non-annexed parcels that are
13 currently surrounded by the City of Fayetteville and Fort Bragg Military Reservation boundaries
14 within the area described above.

15 Less and excepting Area I and Area II, which were annexed by the City of Fayetteville
16 in Ordinance No. 77-10-201, adopted on October 24, 1977, and Ordinance No. 2013-06-543,
17 adopted on June 10, 2013, respectively, and are more particularly described as follows:

18 Area I

19 BEGINNING at a point in the northern margin of Shaw Road, a 60 foot right-of-way at
20 its intersection with the western margin of Gregory Street a 50 foot right-of-way, running thence
21 for a first call, with the northern margin of Shaw Road, South 44 degrees West 254.40 feet to a
22 point; thence North 35 degrees 10 minutes West 883.60 feet to a point in the southern margin of
23 Tammy Street, a 50 foot right-of-way; thence with the southern margin of Tammy Street, North 54
24 degrees 50 minutes East 250 feet to a point in the western margin of Gregory Street; thence with
25 the western margin of Gregory Street South 35 degrees 10 minutes East 418 feet to a point: thence
26 with the southern line of Lot 10 of Shaw Heights subdivision as shown in Plat Book 12, Page 11,
27 Cumberland County Registry, South 49 degrees 22 minutes West 125.6 feet to a point; thence
28 with the eastern line of Lot 2 of said Shaw Heights subdivision South 35 degrees 10 minutes East
29 253.90 feet to a point; thence North 49 degrees 22 minutes East 125.6 feet to the western margin
30 of Gregory Street, thence with said street margin South 35 degrees 10 minutes East 176 feet to the
31 BEGINNING, and containing 4.13 acres more or less, and being all of Lots Nos. 2, 10, 11 and a
32 portion of Lot No. 1, of the Shaw Heights Subdivision as shown in Plat Book 12, Page 11,
33 recorded in the Cumberland County Registry; conveyed to Albert O. McCauley and Kenneth F.
34 McDonald by deeds recorded in Book 2148, Page 93, Book 2377, Page 747, and Book 2491, Page
35 282, Cumberland County Registry.

36 Area II

37 BEGINNING at a point in the Eastern right-of-way margin of Holland Street, said
38 point also being the northwest corner of Lot 19, Block "A", as shown on a plat entitled,
39 "DIVISION OF LOTS 17 & 18, BLOCK "A" OF SHAW'S HEIGHTS," duly recorded in Book of
40 Plats 94, Page 163, Cumberland County Registry, and continuing thence North 54 degrees 42
41 minutes 40 seconds East 95.06 feet to a point; thence North 54 degrees 43 minutes 36 seconds
42 East 20.00 feet to a point; thence North 54 degrees 43 minutes 36 seconds East 80.00 feet to a
43 point; thence South 35 degrees 10 minutes 00 seconds East 484.987 feet to a point; thence South
44 50 degrees 11 minutes 26 seconds West 100.33 feet to a point; thence South 49 degrees 08
45 minutes 00 seconds 95.53 feet to a point; thence North 35 degrees 10 minutes 00 seconds West
46 502.19 feet to the POINT AND PLACE OF BEGINNING, and containing 2.21 Acres more or
47 less.

48 The total size of the area annexed in this Section, excepting Areas I and II, is 630.89
49 acres, more or less.

50 **SECTION 2.** This act becomes effective December 31, 2018.

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

*SEVERE WEATHER PREPAREDNESS WEEK
MARCH 5-11, 2017*

WHEREAS, the National Weather Service and the North Carolina Department of Public Safety are teaming up to bring a severe weather safety campaign to all of North Carolina's residents; and

WHEREAS, this year's North Carolina Severe Weather Preparedness Week will focus on tornadoes, large hail, lightning, flash flooding and damaging straight-line winds; and

WHEREAS, Wednesday, March 8 is the designated day for tornado drills to be held statewide in schools, government buildings and private companies; and

WHEREAS, Cumberland County residents should take a few moments to learn about severe weather safety and implement an emergency safety plan for home, school and work so we will all be better off when severe thunderstorms and tornadoes inevitably strike our state and minimize the likelihood of injury and fatalities caused by severe weather; and

WHEREAS, Cumberland County residents should listen to local radio, television, a weather channel or a NOAA (National Oceanic and Atmospheric Administration) weather radio for information on severe weather and sign up for emergency alert systems such as CodeRED weather warnings; and

WHEREAS, the time to put an emergency kit together is before severe weather strikes so Cumberland County residents should have a disaster supply kit on hand that contains a first-aid kit, a battery-powered radio, flashlight with extra batteries, canned and other non-perishable foods, a hand operated can opener, bottled water, sturdy shoes and work gloves.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, hereby proclaim March 5-11, 2017 as "SEVERE WEATHER PREPAREDNESS WEEK" in Cumberland County and call upon our residents to become weather ready and pledge to prepare for severe weather.

Adopted this 6th day of March, 2017.

*GLENN B. ADAMS, Chairman
Cumberland County Board of Commissioners*

Approval of Budget Ordinance Amendments for March 6, 2017
Board of Commissioners Agenda

General Fund 101

- 1) Department of Public Health - Budget Ordinance Amendment B170681 to recognize State funds in the amount of \$74,062 to support the delivery of Public Health Immunization services.**

The Board is requested to approve Budget Ordinance Amendment B170681 in the amount of \$74,062 representing State Health funds received from North Carolina Department and Human Services – Division of Public Health. These funds will support expenditures incurred in the Immunization Clinic.

Please note this amendment requires no additional county funds.

- 2) Emergency Services - Budget Ordinance Amendment B170710 to recognize grant funds of \$17,959 to upgrade Emergency Operations Center.**

The Board is requested to approve Budget Ordinance Amendment B170710 in the amount of \$17,959 from North Carolina Department of Public Safety. This money will be used to upgrade wall monitors for the Emergency Operations Center, two overhead projectors, and a controller. Also, additional wall monitors will be purchased for the Joint Information Center.

Please note this amendment requires no additional county funds.

- 3) Library - Budget Ordinance Amendment B170850 to recognize E-Rate funds of \$36,059 from the State Library.**

The Board is requested to approve Budget Ordinance Amendment B170850 in the amount of \$36,059 from the State Library. These funds will support library services.

Please note this amendment requires no additional county funds.

- 4) Contingency Funds Report**

There was no usage of contingency funds to report this period.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager



ITEM NO. 3

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 6, 2017

TO: BOARD OF COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: FEBRUARY 28, 2017

**SUBJECT: PRESENTATION BY VIVEK TANDON ON THE ANNUAL
TOURISM DEVELOPMENT AUTHORITY REPORT OF
RECEIPTS AND EXPENDITURES AS OF DECEMBER 31, 2016**

BACKGROUND

Mr. Vivek Tandon, Chairman of the Tourism Development Authority, will be presenting the annual report of receipts and expenditures as of December 31, 2016 at the March 6, 2017 Board of Commissioners meeting.

RECOMMENDATION/PROPOSED ACTION

No action necessary.

/ct

Attachment

CM022817-1

January 30, 2017

MEMORANDUM

To: Tourism Development Authority
From: Tammy D. Gillis, Internal Auditor
Subject: Fiscal Year 15-16 Annual Status

During the fiscal year ended June 30, 2016 the Occupancy Tax netted \$5,516,705.78 in revenue.

These funds have been distributed as follows:

Cumberland County Crown Coliseum	\$ 1,379,176.47
Fayetteville Area Visitors and Convention Bureau	2,528,490.14
Arts Council of Fayetteville	1,379,176.47
TDA Discretionary Funds	<u>229,862.70</u>
Total	\$ 5,516,705.78

During the year, the TDA obligated funds for the following projects:

Communities in Schools - "When Pigs Fly BBQ Cookoff"	\$ 24,940.00
Cape Fear Botanical Garden	25,000.00
Ft. Bragg Marathon & Half Marathon	25,000.00
Junior League of Fayetteville - Holly Day Fair	25,000.00
Fayetteville Urban Ministry - Fayetteville Duck Derby	14,999.07
Fayetteville Dogwood Festival	25,000.00
Exclusive Sports Marketing - Halloween Half Marathon	15,000.00
Methodist University - Rodin Exhibit	25,000.00
WeDo Productions - WIDU Anniversary & Empowerment Series	25,000.00
As One Fellowship - Prayer Walk	14,821.32
Fayetteville Cumberland County Chamber of Commerce	<u>6,060.00</u>
Total	\$ 225,820.39

During the year, the TDA paid obligations from previous fiscal years for the following projects:

NC Civil War Trails	400.00
Total	<u>\$ 400.00</u>

As of June 30, 2016 the TDA had the following outstanding obligations:

NC Civil War Trails	\$ 900.00
Spring Lake Guide	25,000.00
Groundswell Pictures	22,500.00
Fayetteville Swampdogs	10,000.00
National Women's Golf Association	5,600.00
Spring Lake Chamber of Commerce	<u>5,000.00</u>
Total	\$ 69,000.00

Note: some of the obligations mentioned above span more than one fiscal year.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager



ITEM NO. _____

4

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF MARCH 6, 2017
MEETING OF THE BOARD OF COUNTY COMMISSIONERS

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: FEBRUARY 20, 2017

**SUBJECT: PRESENTATION ANNOUNCING THE 2017 FORT BRAGG
JOINT LAND USE STUDY (JLUS) PROJECT BY JASON EPLEY,
AICP, PRESIDENT OF BENCHMARK PLANNING**

BACKGROUND:

The Department of Defense has awarded a major planning grant to conduct a Joint Land Use Study (JLUS) in the Fort Bragg region. The purpose of the study is to assess the potential threat to the military training mission from incompatible urban growth and development that has occurred in the areas surrounding Fort Bragg and Camp Mackall since the completion of the 2005 BRAC process. The grant was awarded to the Mid-Carolina Council of Governments and will be managed through the Regional Land Use Advisory Commission (RLUAC) Board of Directors and Full Commission.

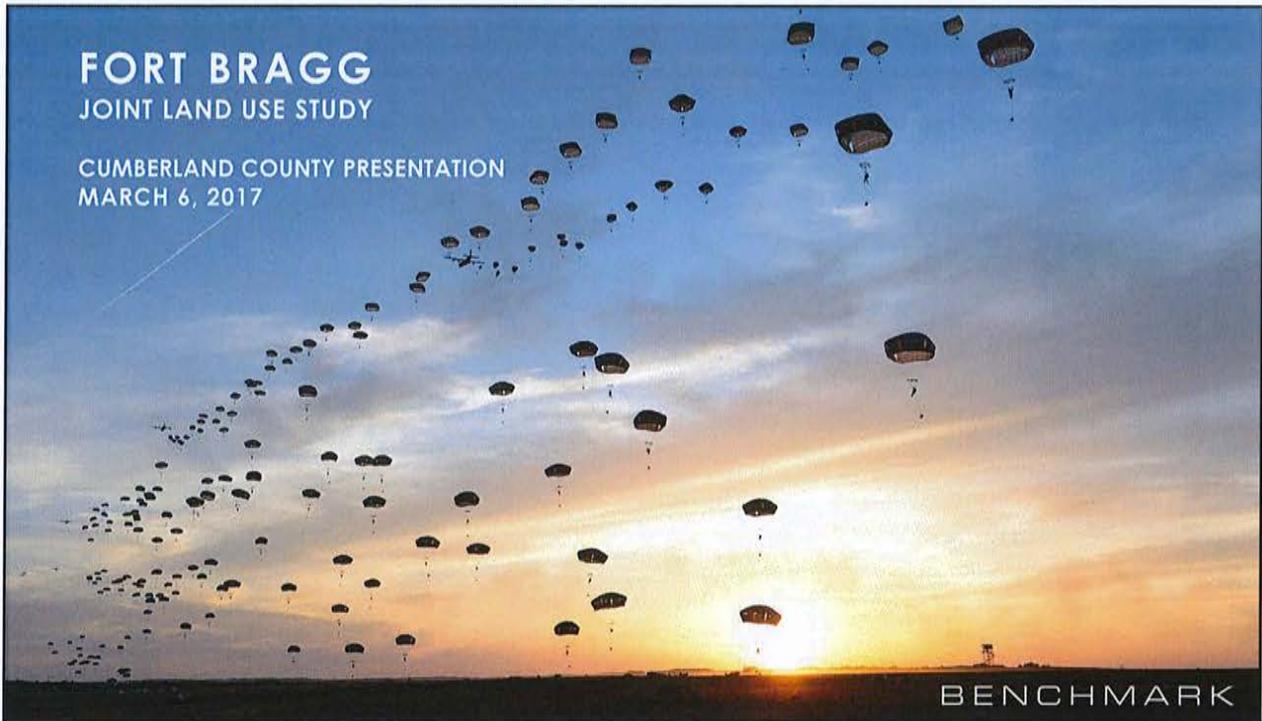
The study began with a project administration meeting in September 2016 and is expected to be completed by June 2018. Throughout that period the RLUAC Board of Directors, full Commission, and the planning consultant, Benchmark Planning, will conduct numerous meetings with local government officials and private citizens to obtain public input.

The JLUS will focus major attention on the following issues, concerns and needs:

- Conduct a major revision of the massive sandhillsgis.com database.
- Document the extent of new urban development that has occurred within five miles of Fort Bragg and Camp Mackall since 2005.
- Document the extent of forest loss within the five-mile boundary since 2005 and the impact on the Red Cockaded Woodpecker foraging areas.
- Inventory the location of telecom towers and military aircraft flight corridors.
- Identify climate change issues affecting the fort and region's utility infrastructure.
- Identify undeveloped areas surrounding the military installations that are of greatest risk of being developed in an incompatible manner with the military training needs.
- Identify the location of solar farms within the region to determine whether or not they pose a potential threat to military aircraft pilots.
- Identify potential threats to the quantity and quality of the Fort Bragg region's public water supply.
- Identify and protect the military airspace needs for the Army's Gray Eagle unmanned aerial vehicles that will be housed at Camp Mackall later this year.

RECOMMENDATIONS/PROPOSED ACTION:

This presentation is for information purposes only and no action is required at this time.



FORT BRAGG
JOINT LAND USE STUDY

CUMBERLAND COUNTY PRESENTATION
MARCH 6, 2017

BENCHMARK

WHAT IS A
JOINT LAND USE STUDY?



BENCHMARK

JLUS PURPOSE / GOALS



- Identify and mitigate barriers to the long term sustainability of the installation's training mission.
- Promote compatibility between civilian land use and military training / operational impacts.
- Strengthen coordination and communication between local governments and the installation.
- Raise public awareness and understanding of compatible growth issues.

BENCHMARK

LAND USE COMPATIBILITY



BENCHMARK

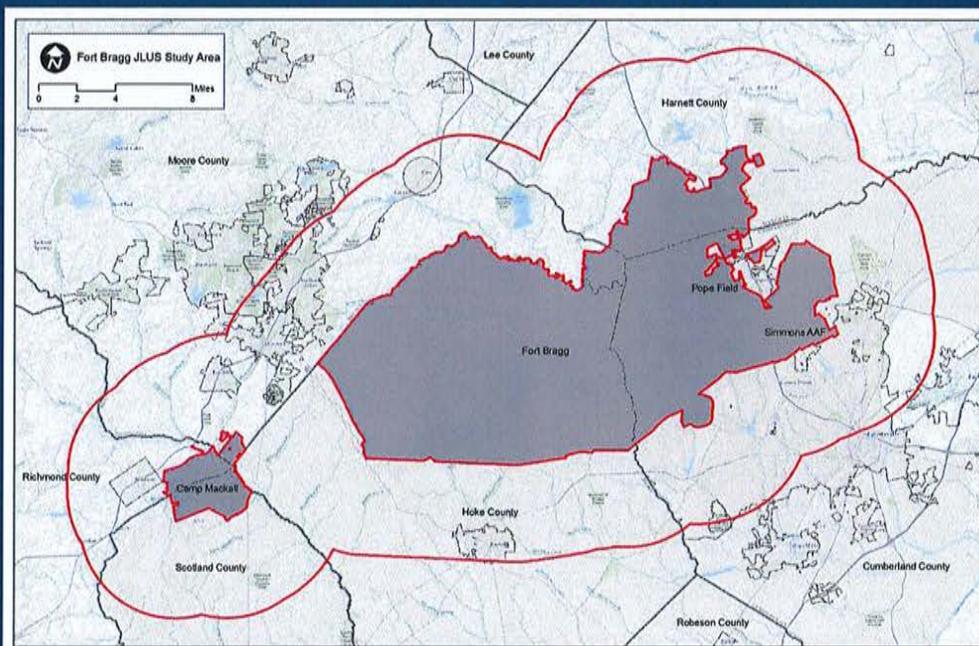
STUDY AREA



- 5 mile Focus Area (around Fort Bragg)
- Counties: Cumberland, Harnett, Hoke, Moore, Richmond and Scotland
- Cities/Towns: Aberdeen, Eastover, Fayetteville, Hoffman, Pinebluff, Pinehurst, Raeford, Spring Lake, Southern Pines, Whispering Pines, Vass.
- Partner Organizations: Fort Bragg, Fort Bragg Regional Alliance, Mid-Carolina COG, NC Department Commerce, NC DEQ, Sustainable Sandhills, The Nature Conservancy, US Fish & Wildlife Service

BENCHMARK

5-MILE STUDY AREA



JLUS PROCESS (22 MONTHS)

• TASK ONE: Project Initiation & Administration

- Policy Committee Meetings (x7)
- Technical Committee Meetings (x7)
- Stakeholder Meetings (+80 to date)
- **3 Rounds of Public Presentations**
 - 6 counties each round
 1. Kick-off Presentation (x6)
 2. Interim Findings (x6)
 3. Draft JLUS (x6)



BENCHMARK

JLUS PROCESS

• TASK TWO: Review & Research

- Existing plans, reports, studies
- Review land use policies and ordinances
- Demographic information
- Development trends and patterns
- Environmental constraints
- Climate change
- GIS data collection & mapping
- Existing conditions summary report (May 2017)

BENCHMARK

JLUS PROCESS

- **TASK THREE: Land Use Compatibility Analysis**
 - Identify land development patterns
 - Identify areas of compatibility/incompatibility
 - Identify future conditions
 - Present Compatibility Analysis
 - **Present Interim Findings (Sept/Oct 2017)**

BENCHMARK

JLUS PROCESS

- **TASK FOUR: Prepare Draft & Final Study**
 - Prepare Draft Study
 - **Public Review of Draft (March 2018)**
 - Final Draft Prepared
 - Final Presentation June 2018
- **TASK FIVE: Prepare Implementation Plan**
 - Concurrent with the preparation and review of the Final Draft
 - Final Presentation June 2018

BENCHMARK

CONSULTING TEAM

BENCHMARK



- Benchmark Planning
 - Overall Project Management
 - Land Use Compatibility Analysis
 - Public Outreach
 - Local Government Policy
 - Regional Coordination
- White & Smith
 - Land Use Policy
 - Implementation Strategies
- Marstel-Day
 - Environmental, Noise & Energy
 - Climate Change, Policy Analysis

BENCHMARK

CONTACT INFORMATION

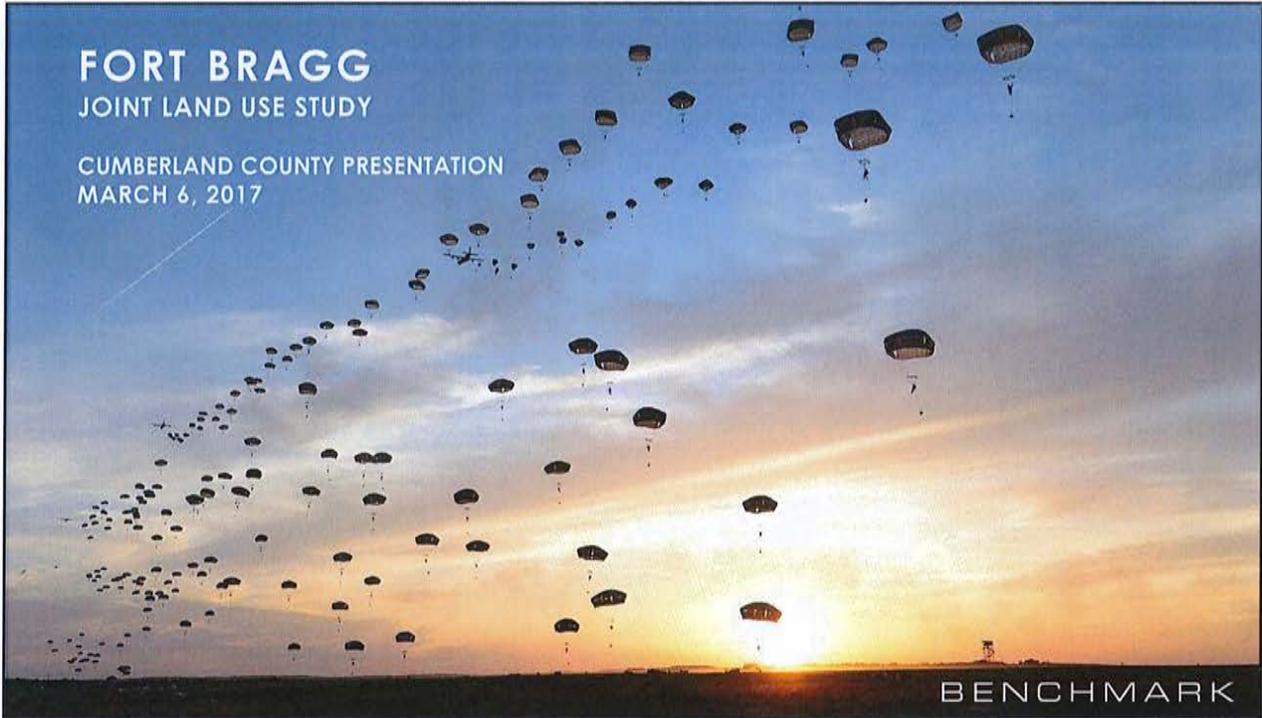
**Jim Dougherty, Executive Director
Regional Land Use Advisory Commission**

910-583-1233

director@rluac.com

www.rluac.com/jlus

BENCHMARK



GLENN B. ADAMS
Chairman



CANDICE WHITE
Clerk to the Board

CHARLES E. EVANS
Vice Chairman

KELLIE BEAM
Deputy Clerk

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER

CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

ITEM NO. 5A

March 1, 2017

March 6, 2017 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board *KB*
SUBJECT: Adult Care Home Community Advisory Committee

BACKGROUND: The Adult Care Home Community Advisory Committee has the following one (1) vacancy:

Eva Moore – Resigned. The Adult Care Home Community Advisory Committee recommends **Niokie Cunningham** to fill the unexpired term. (See attached.)

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

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

Attachments

pc: Kareem Strong
Mid-Carolina Area Agency on Aging

Adult Care Home Community Advisory Committee

The Adult Care Home Community Advisory Committee promotes community education and awareness of the needs of the aging in facilities.

Statutory Authorization: NCGS 131D-31

Member Specifications:

18 Members

Term: 3 Years (Members serve an initial one-year term, after which they may be appointed to a three-year term.)

Compensation: None

Duties:

- Visits to assigned Adult Care homes each quarter to include completion of a quarterly report by each sub-committee;
- Promotes community involvement in facilities;
- Promotes community education and awareness of the needs of the aging in facilities;
- Serves as a resource of volunteers;
- Helps to maintain the intent of the Residents' Bill of Rights;
- Becomes aware of conditions in facilities and assists grievance processes.

Meetings: Third Thursday of the last month of each quarter at 10:00 AM. There is an initial training period of 15 hours to include study of a committee handbook and orientation visits to long-term care facilities. Additional training of 10 hours per year is required. Visits in the assigned facilities are of the utmost importance in the participation on this committee. A commitment of at least one day per quarter to visit facilities and 4 hours per quarter for business and training meetings.

Meeting Location: Various adult care homes in Cumberland County

Kellie Beam

Subject: Adult Care Home Community Advisory Committee

From: Kareem Strong [mailto:kstrong@mccog.org]
Sent: Wednesday, March 01, 2017 11:39 AM
To: Kellie Beam
Subject: Adult Care Home Community Advisory Committee

Kellie,

The Adult Care Home Community Advisory Committee would like to recommend Niokie Cunningham to fill the unexpired term due to the resignation of Eva Moore. The committee is still working on a recommendation for the other vacant position and will send it to you as soon as possible. Let me know if you need anything else.

Thank you.

Kareem R. Strong, MPA
Regional LTC Ombudsman
Mid-Carolina Area Agency on Aging
Office: 910-323-4191 ext. 25
Fax: 910-323-9330

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE
Initial Appointment 1 Year/Subsequent Terms 3 Years

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Mary Ann Ayars 804 Juniper Drive Fayetteville, NC 28304 426-9258/483-0191 #338	8/14	2nd	Aug/17 8/31/17	No
John Thompson 8533 Cliffdale Rd Fayetteville, NC 28314 864-1043	11/15	1st	Nov/18 11/30/18	Yes
Mary Dillon 3209 McCheon Drive Fayetteville, NC 28301 910-822-2045	3/16	1st	May/17 5/31/17 (serving unexpired term; eligible for two additional terms)	Yes
Carla Fagan 824 Sage Creek Ln #8 Fayetteville, NC 28305 920-3580/630-7699	8/15	1st	Aug/18 8/31/18	Yes
Donna Atkins 6480 Faircloth Bridge Rd Stedman, NC 28391 910-818-3977	4/14	1st	May/17 5/31/17	Yes
Laura Hardy (B/F) 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	4/16	Initial	Apr/17 4/30/17 (eligible for two additional three-year terms)	Yes
VACANT (E. Moore)	4/16	Initial	Apr/17 4/30/17 (eligible for two additional three-year terms)	Yes
Gary Blackwell (W/M) 3107 Blantyre Way Fayetteville, NC 28306 425-2708/764-3488	4/16	Initial	Apr/17 4/30/17 (eligible for two additional three-year terms)	Yes

Adult Care Home Community Advisory Committee, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Clarence Everett Sr. 1513 Woodberry Lane Fayetteville, NC 28303 822-1525/494-1656	11/15	1st	Nov/18 11/30/18	Yes
VACANT (Vacated by L. Ray)	8/14	1st	Aug/17 8/31/17	Yes
Dawn O'Donnell (W/F) 2072 Birchcreeft Dr Fayetteville, NC 28304 910-425-3619	4/16	Initial	Apr/17 4/30/17	Yes
Ralph T. Cascasan (A/M) 910 Alexwood Drive Hope Mills, NC 28348 425-9704/433-1039	5/14	2nd	May/17 5/31/17	No
Alfonso Ferguson Sr. 3329 Eastgate Street Eastover, NC 28312 401-2313/483-9916	8/14	2nd	Aug/17 8/31/17	No
Lillie White (B/F) 6496 Tarrytown Drive Fayetteville, NC 28314 867-3178	4/16	Initial	Apr/17 4/30/17	Yes
Herman Dudley 613 York Road Fayetteville, NC 28303 864-3817(H)/286-6597(W)	4/15	2nd	Apr/18 4/30/18	No

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging,
P. O. Box 1510, Fayetteville, NC 28302 - Phone: 323-4191, ext. 25 – Fax: 323-9330

MEETINGS: Quarterly: 3rd Thursday of the last month of each quarter (March, June, September, December) - at 1:00 p.m. - various adult care homes in Cumberland County

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BEAN, KENNETH JOSEPH (B/M) 6115 INDEPENDENTS PLACE DR #731 FAYETTEVILLE, NC 28303 347-290-2577 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 ARMY	NONE LISTED
BLACKWELL, CYNTHIA (W/F) 1588 BEARD RD WADE NC 28395 824-9446/475-3052 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: Clerks of Superior Court Catalyst Leadership Summit	ASST CLERK OF SUPERIOR COURT CLERK OF SUPERIOR COURT	NONE LISTED
BROWN-MCGEACHY, DOMONIQUE (B/F) 1448 AVONCROFT DRIVE FAYETTEVILLE NC 28306 859-420-2098 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	DR OF NURSING US ARMY	DOCTORATE - NURSING MASTERS-NURSING
COVINGTON, SHANTAL (B/F) 2221 MOSSY CUP LANE FAYETTEVILLE NC 28304 828-308-5582/978-9531 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO	ASSISTANT DIRECTOR LITTLE RED SCHOOL HOUSE	BACHELORS-SOCIAL WORK
CUNNINGHAM, NIOKIE (B/F) 1918 RAYCONDA RD APT 306 FAYETTEVILLE NC 28304 910-263-7976 NIOKIEC@YAHOO.COM 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	SOCIAL WORKER MOORE COUNTY DSS	BS-CRIMINAL JUSTICE & MASTERS

CATEGORY: GENERAL PUBLIC

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
DUKE, WILLIAM C. (B/M) 509 RODRIGUEZ COURT FAYETTEVILLE, NC 28303 910-822-2411 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 SOCIAL WORK PROGRAM ADMINISTRATOR	MASTERS-COUNSELING
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
FORD, STANLEY (B/M) 4013 POLK DRIVE HOPE MILLS, NC 28348 910-425-5639 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: ARMY LEADERSHIP COURSE	BANKING/MORTGAGES NOT LISTED	BACHELORS
GASKINS, JOYCE E. (B/F) 909 RUTON COURT FAYETTEVILLE NC 28303 910-229-2865 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: PROBATION DEPARTMENT LEADERSHIP ACADEMY	RETIRED OFFICE ASSISTANT	GED CERTIFICATION
HAES, TYSHANNA (B/F) 1812 ARMSTRONG ST FAYETTEVILLE NC 28301 318-542-8805 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	NONE LISTED	COLLEGE STUDENT

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HAYNES, WESLEY (B/M) 1608 ROGERS DRIVE FAYETTEVILLE NC 28303 252-259-3934 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	COMPUTER TECH. SELF EMPLOYED	SOME COLLEGE
HERNANDEZ, ANTOINETTE (B/F) 7661 BEVERLY DRIVE FAYETTEVILLE, NC 28314 263-1833 (H) / 323-4424, 864-8085 (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	ADMIN. ASST & GENERAL MANAGER – CAPE FEAR ADULT DHCC, SYLVESTER LOVING, LLC.	HS FTCC-ACCOUNTING
HOLLAND, DEREA BATISTA (H/F) 449 TRADEWINDS DR APT H FAYETTEVILLE NC 28314 540-641-9052 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	NONE LISTED	HS SOME COLLEGE
HOLMES, SHANEKA (B/F) 1258 SNOWY EGRET DRIVE FAYETTEVILLE NC 28306 910-286-3424 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	RESPIRATORY THERAPIST VETERANS MEDICAL CENTER	MASTERS-SOCIAL WORK
KEELS, LATARSHIA (B/F) 628 HICKORY VIEW CT FAYETTEVILLE NC 28314 705-2015 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	BUSINESS OWNER 3-TY VIRTUAL GROUP	SOME COLLEGE

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 4**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
LEWIS, BABATUNDE (B/M) 1708 BLUFFSIDE DRIVE FAYETTEVILLE NC 28312 832-257-2440 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	SMALL BUSINESS OWNER JOBS AND CAREERS INC.	MS-INDUSTRIAL & LABOR RELATIONS BS-SOCIOLOGY
MARSH, CAROL (B/F) 1710 EDGECOMBE AVENUE FAYETTEVILLE NC 28301 229-9754/944-7612 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	MEDICAL RECORDS CLERK HOKE CORRECTIONAL INST.	MASTERS
MAUGHAN, GLENN (-/M) 1765 AVA ROAD STEDMAN NC 28391 910-531-3975 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	BS-EDUCATION
MARTHUR-STRONG, BRENDA (B/F) 3822 BRIARGATE LANE FAYETTEVILLE NC 28314 910-864-5087 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	PASTOR/TEACHER NC UMC CONFERENCE	BA
MCMILLION, CASSANDRA (B/F) 1905 EICHELBERGER DR FAYETTEVILLE, NC 28303 910-488-8336 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	WEDDING CONSULTANT	BA MASTERS-EDUCATION

****SERVES ON THE JOINT SENIOR CITIZENS ADVISORY COMMISSION****

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 5**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MCNEILL, TERESA RENA (B/F) 3918 METEOR DRIVE HOPE MILLS NC 28348 568-9698/483-3648 <u>MS.MC266@YAHOO.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	AP CLERK FAY METROPOLITAN HOUSING AUTHORITY	MPA & BA
PARKER, DIANE (B/F) 1200 MURCHISON RD FAYETTEVILLE NC 28301 252-452-5640 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	NONE LISTED	BS-BUSINESS ADMIN. MASTERS- IN PROCESS
POOLE, CATHERINE (B/F) 541 PEARL STREET FAYETTEVILLE NC 28303 779-0700/797-8332 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	BUSINESS OWNER	SOME COLLEGE
RIVERS, RHONNISHA (-/F) 7774 S. SHIELD DRIVE FAYETTEVILLE, NC 28314 779-2005/988-7835/615-8086 <u>RNRIVERS07@GMAIL.COM</u> 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 CATEGORY: GENERAL PUBLIC	REGISTERED NURSE CAPE FEAR VALLEY	BSN
ROBBINS, SHARON (B/F) 5900 MOORGATE CIRCLE FAYETTEVILLE NC 28304 703-6553/391-8256 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	COMMUNITY SERVICES COORDINATOR AUTISM SOCIETY OF NC	NONE LISTED

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 6**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
RUSSELL, MONICA (B/F) 116 PARTRIDGE RD FAYETTEVILLE NC 28306 910-818-4172 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	NONE LISTED	BA-PSYCHOLOGY MBA-HEALTHCARE MANAGEMENT
SATO, SONJA (W/F) 314 HOMEWOOD STREET FAYETTEVILLE NC 28306 910-707-9605 SONJALSATO@YAHOO.COM 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 CATEGORY: GENERAL PUBLIC	RETIRED STUDENT	MASTERS STUDENT BACHELORS-SOCIAL SCIENCES
SOMERVILLE, DORETHA YVETTE (B/F) 67 BALTIC CIRCLE FT BRAGG, NC 28307 491-0068/804-926-0523 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	VETERAN/RETIREEE/STUDENT	BACHELOR-SOCIAL WORK
STEWART, ANGELA (B/F) 7016 KINGS LYNN LOOP FAYETTEVILLE NC 28304 491-1222/286-7746 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	FAMILY NURSE PRACTITIONER SELF-EMPLOYED	SOME COLLEGE
STORY, PAMELA SUGGS (B/F) 631 WEST COCHRAN AVE FAYETTEVILLE NC 28301 286-0783/678-2621 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: Police Citizens Academy; Fayetteville Citizens Academy	SOCIAL WORK COORDINATOR CC SCHOOLS	BA MSW

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 7**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
STUCKEY, DEBORAH (B/F) 5578 ARAPAHOE COURT FAYETTEVILLE, NC 28304 910-826-6747/ 910-224-6786 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	LAB INSTRUCTOR FTCC	BACHELORS
SWINK, MAE (W/F) 6707 CAMDEN ROAD FAYETTEVILLE NC 28306 491-6058/973-5632 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	TRANSPORTATION	SOME COLLEGE
TAYLOR, PAUL (-/M) 3283 FLORIDA DRIVE FAYETTEVILLE NC 28301 751-0434/751-0435 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	OPERATION MANAGER VETERANS SAFEHAVEN	4 YEAR DEGREE
THOMPSON, CHERYL (B/F) 438 SHORELINE DRIVE FAYETTEVILLE NC 28311 583-0325/401-6018 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	CUSTOMER CARE SPECIALIST PIEDMONT NATURAL GAS	HIGH SCHOOL
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

**APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 8**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
VAUGHAN, FELICIA (B/F) 1531 PINEBROOK DRIVE FAYETTEVILLE NC 28314 434-594-6737/433-2616 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	INTERN FUNERAL DIRECTOR CUNNINGHAM & SONS	HIGH SCHOOL
VITALE, CATHERINE (W/F) 2730 THURSBY CROSS FAYETTEVILLE NC 28306 772-359-6914 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: CAMPBELL LEADERSHIP INDEX ACADEMY	HEALTHCARE CONSULTANT SELF-EMPLOYED	BACHELORS-PSYCHOLOGY & SOCIOLOGY MASTERS-BUSINESS HEALTHCARE ADMIN.
WASHINGTON, BRIANNE (B/F) 1074 ELLIOTT CIRCLE FAYETTEVILLE NC 28301 229-1499/419-1791 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	NONE LISTED	BACHELORS
WILLIAMS, ROBERT (W/M) 2517 N EDGEWATER DR FAYETTEVILLE NC 28303 433-2191/527-6993 *SERVES ON THE NURSING HOME ADVISORY 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	INSURANCE SENIOR RESOURCE SERVICES	COLLEGE GRADUATE
YOUNG, CHRISTOPHER (W/M) 5625 NIX ROAD FAYETTEVILLE NC 28314 224-6324/764-9551 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	PROJECT MANAGER BOOZ ALLEN HAMILTON	BACHELORS

GLENN B. ADAMS
Chairman



CANDICE WHITE
Clerk to the Board

CHARLES E. EVANS
Vice Chairman

KELLIE BEAM
Deputy Clerk

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER

CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

ITEM NO. 5B

March 1, 2017

March 6, 2017 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

SUBJECT: Nursing Home Advisory Board

BACKGROUND: The Nursing Home Advisory Board has the following two (2) vacancies:

Tom Lloyd – Resigned. The Nursing Home Advisory Board recommends **Niokie Cunningham** to fill the unexpired term. (See attached.)

Sonja Council – Resigned. The Nursing Home Advisory Board recommends **Brenda McArthur-Strong** to fill the unexpired term. (See attached.)

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

PROPOSED ACTION: Nominate individuals to fill the two (2) vacancies above.

Attachments

pc: Kareem Strong, Mid-Carolina Area Agency on Aging

Nursing Home Advisory Board

The Nursing Home Advisory Board serves the residents of long term care facilities within the county. The committee members are responsible for maintaining the intent of the Residents' Bill of Rights, promoting community involvement in the homes, and providing public education on long term care issues.

Statutory Authorization: NCGS 131E-128

Member Specifications:

11 Members

Term: 3 Years (Members serve an initial one-year term, after which they may be appointed to a three-year term.)

Compensation: None

Duties:

- Visits to assigned nursing homes each quarter to include completion of a quarterly report by each subcommittee;
- Promotes community involvement in facilities;
- Promotes community education and awareness of the needs of the aging in facilities;
- Serves as a resource of volunteers;
- Become aware of conditions in facilities and assists grievance processes.

Meetings: Third Thursday of the last month of each quarter at 1:00 PM. There is an initial training period of 15 hours to include study of a committee handbook and orientation visits to long-term care facilities. Additional training of 10 hours per year is required. Visits in the assigned facilities are of the utmost importance in the participation on this committee. A commitment of at least one day per quarter to visit facilities and 4 hours per quarter for business and training meetings.

Meeting Location: Various nursing homes in Cumberland County

Kellie Beam

Subject: Nursing Home Advisory Board

From: Kareem Strong [<mailto:kstrong@mccog.org>]

Sent: Wednesday, March 01, 2017 11:39 AM

To: Kellie Beam

Subject: Nursing Home Advisory Board

Kellie,

The Nursing Home Advisory Board would like to recommend Niokie Cunningham to fill the unexpired term due to the resignation of Tom Lloyd. Also, the Nursing Home Advisory Board would like to recommend Brenda McArthur-Strong to fill the unexpired term due to the resignation of Sonja Council. Please let me know if you need anything else.

Thank you.

Kareem R. Strong, MPA
Regional LTC Ombudsman
Mid-Carolina Area Agency on Aging
Office: 910-323-4191 ext. 25
Fax: 910-323-9330

NURSING HOME ADVISORY BOARD
3 Year Term
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	1/17	Initial	Feb/18 2/28/18	Yes
VACANT (Vacated by T. Lloyd)	8/14	3rd	Aug/17 8/31/17	No
Phyllis Pierce 1516 Thoroughbred Trail Parkton, NC 28371 491-6519/718-568-5963	1/17	Initial	Feb/18 2/28/18	Yes
Keith Howard 7809 Gallant Ridge Dr Fayetteville, NC 28314 910-494-3736	3/16	1st	Mar/19 3/31/19	Yes
VACANT (Vacated by S. Council)	8/14	2nd	Aug/17 8/31/17	No
Robert Williams 2517 N Edgewater Drive Fayetteville, NC 28303 527-6993/485-0600	1/17	Initial	Feb/18 2/28/18	Yes
Diane Wheatley 9774 Ramsey Street Fayetteville, NC 28312 980-0338/728-7126	1/17	Initial	Feb/18 2/28/18	Yes
Mary Dillon (B/F) 3209 McCheon Drive Fayetteville, NC 28301 910-822-2045	10/15	1st	Oct/18 10/31/18	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Latara Ray (B/F) 5823 Nessee St Fayetteville, NC 28314 860-3443/587-7795	11/15	1st	Nov /18 11/30/18	Yes
Clarence Everett Sr. (B/M) 1513 Woodberry Ln Fayetteville, NC 28303 822-1525/494-1656	11/15	1st	Nov/18 11/30/18	Yes
Rudy Tatum 2125 Daniels Drive Eastover, NC 28312 988-6545	1/17	Initial	Feb/18 2/28/18	Yes

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging
P. O. Box 1510
Fayetteville, NC 28302
Phone: 323-4191, ext. 25

3rd Thursday of the last month of each quarter (March, June, September and December) at 10:00 AM - at various nursing homes in the county.

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BEAN, KENNETH JOSEPH (B/M) 6115 INDEPENDENTS PLACE DR #731 FAYETTEVILLE, NC 28303 347-290-2577 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 ARMY	NONE LISTED
BLACKWELL, CYNTHIA (W/F) 1588 BEARD RD WADE NC 28395 824-9446/475-3052 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: Clerks of Superior Court Catalyst Leadership Summit	ASST CLERK OF SUPERIOR COURT CLERK OF SUPERIOR COURT	NONE LISTED
COVINGTON, SHANTAL (B/F) 2221 MOSSY CUP LANE FAYETTEVILLE NC 28304 828-308-5582/978-9531 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO	ASSISTANT DIRECTOR LITTLE RED SCHOOL HOUSE	BACHELORS-SOCIAL WORK
CUNNINGHAM, NIOKIE (B/F) 1918 RAYCONDA RD APT 306 FAYETTEVILLE NC 28304 910-263-7976 <u>NIOKIEC@YAHOO.COM</u> 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 <i>CATEGORY: GENERAL PUBLIC</i>	SOCIAL WORKER MOORE COUNTY DSS	BS-CRIMINAL JUSTICE & MASTERS
GASKINS, JOYCE E. (B/F) 909 RUTON COURT FAYETTEVILLE NC 28303 910-229-2865 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: PROBATION DEPARTMENT LEADERSHIP ACADEMY	RETIRED OFFICE ASSISTANT	GED CERTIFICATION

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HOLMES, SHANEKA (B/F) 1258 SNOWY EGRET DRIVE FAYETTEVILLE NC 28306 910-286-3424 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	RESPIRATORY THERAPIST VETERANS MEDICAL CENTER	MASTERS-SOCIAL WORK
JENKINS-MCNAIR, DAWN (B/F) 142 WESTWICK LANE APT 7 FAYETTEVILLE, NC 28314 728-7021/855-247-8474 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	FAMILY NURSE PRACTITIONER UNITED HEALTHCARE	BSN FAM.NURSE PRACTITIONER
KEELS, LATARSHIA (B/F) 628 HICKORY VIEW CT FAYETTEVILLE NC 28314 705-2015 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	BUSINESS OWNER 3-TY VIRTUAL GROUP	SOME COLLEGE
MCARTHUR-STRONG, BRENDA (B/F) 3822 BRIARGATE LANE FAYETTEVILLE NC 28314 910-864-5087 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	PASTOR/TEACHER NC UMC CONFERENCE	BA
MITCHELL, RONNIE JR (B/M) 6430 MILFORD RD FAYETTEVILLE NC 28303 336-3037 (H) / 339-4959 (W) Graduate-County Citizens' Academy: N/A 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 ARMY SELF EMPLOYED	BA HOTEL RESTAURANT MANAGEMENT

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MORTON, DINEEN (B/F) 5835 PETTIGREW DR FAYETTEVILLE NC 28314 494-5761/521-0001	VP OF BUSINESS DEVELOPMENT HEALTHKEEPERZ	NONE LISTED
SERVES ON THE CIVIC CENTER COMMISSION		
Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
SESSOMS, JR, DAVID (W/M) 221 ½ HAY STREET FAYETTEVILLE NC 28301 584-3884/354-1901	COLLEGE PRESIDENT MILLER-MOTTE COLLEGE	NONE LISTED
Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
SESSOMS, KARLA (B/F) 6624 JACOBS CREEK CIRCLE FAYETTEVILLE NC 28306 425-7634/494-3102	NURSE CCME	SOME COLLEGE
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		
STEWART, ANGELA (B/F) 7016 KINGS LYNN LOOP FAYETTEVILLE NC 28304 491-1222/286-7746	FAMILY NURSE PRACTITIONER SELF-EMPLOYED	SOME COLLEGE
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		
VITALE, CATHERINE (W/F) 2730 THURSBY CROSS FAYETTEVILLE NC 28306 772-359-6914	HEALTHCARE CONSULTANT SELF-EMPLOYED	BACHELORS-PSYCHOLOGY & SOCIOLOGY MASTERS-BUSINESS HEALTHCARE ADMIN.
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: CAMPBELL LEADERSHIP INDEX ACADEMY		

APPLICANTS FOR
NURSING HOME ADVISORY BOARD Page 4

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
WADE, PAMELA (W/F) 2728 HELAMAN CT #9 FAYETTEVILLE NC 28303 910-977-7504 Graduate-County Citizens' Academy: N/A 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	BACHELORS MASTERS

GLENN B. ADAMS
Chairman



CANDICE WHITE
Clerk to the Board

CHARLES E. EVANS
Vice Chairman

KELLIE BEAM
Deputy Clerk

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

ITEM NO. 6A

March 1, 2017

March 6, 2017 Agenda Item

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

BACKGROUND: On February 20, 2017, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Animal Control Board.

At-Large Positions:
Shelly Bryant (reappointment)
Cindy Jackson Collins (reappointment)

I have attached the current membership list for this board.

PROPOSED ACTION: Appoint individuals to fill the two (2) vacancies above.

Attachment

pc: Dr. John Lauby, Animal Control Director

ANIMAL CONTROL BOARD
3 Year Term
(Terms extended from 2 to 3 years on 8/5/02)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Knowledge & Experience in Dog Behavior and/or Handling Position</u>				
Michelle Harris 5375 Silver Pine Drive Fayetteville, NC 28303 257-7247/960-0643	9/16	1st	Sept/19 9/30/19	Yes
<u>Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly-Based and Representative Organization Interested in the Care and Protection of Animals Position</u>				
Jill Deems 2031 Blackwash Lane Hope Mills, NC 28348 916-2883/424-4049	8/15	1st	Aug/18 8/31/18	Yes
<u>Ex-Officio - The Veterinarian on Contract to the Animal Services Department Position</u>				
VACANT (Dr. J. Lauby resigned)				
<u>At-Large Positions</u>				
Shelly Bryant 5444 Arnette Rd Hope Mills, NC 28348 910-916-1320	3/14	1st	Mar/17 3/31/17	Yes
Cindy Jackson Collins 3526 Rittenour Drive Hope Mills, NC 28348 424-9585/670-0633	3/14	1st	Mar/17 3/31/17	Yes
<u>City of Fayetteville Resident Positions</u>				
Melissa Katzenberger 7709 Charring Cross Ln Fayetteville, NC 28314 709-0729/222-2800	10/14	1 st full term	Oct/17 10/31/17	Yes
George Butterfly 537 Mayview Street Fayetteville, NC 28306 910-391-1945	9/15	1st	Sept/18 9/30/18	Yes

Board was established by ordinance adopted on January 4, 1999.

Meetings: Bi monthly (Feb./Apr./June/Aug./Oct./Dec.) – 1st Monday (*no meetings held on first or last day of any month*) - 6:00 PM - 4704 Corporation Dr. Contact: Linda Morrison or Holly Turlington/or Dr. John Lauby, Animal Services Director 321-6857