

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
AUGUST 2, 2010 – 9:00 AM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR MEETING

PRESENT: Chairman Billy King
Commissioner Jeannette Council
Commissioner Kenneth Edge
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe
Commissioner Ed Melvin
Commissioner Phillip Gilfus
James Martin, County Manager
Juanita Pilgrim, Deputy County Manager
Amy Cannon, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Communications Manager
Candice White, Deputy Clerk to the Board
Marie Colgan, Clerk to the Board

INVOCATION Commissioner Edward Melvin

Minister: Pastor Mark Rowden
Savannah Missionary Baptist Church

Pledge of Allegiance

Recognition of Retired County Employee:
Duane Eaton- Sheriff's Office

Recognition of Outgoing Board Members:
Wallace Owens-Animal Services Board
Frederick H. Frimet-Criminal Justice Partnership Advisory Board

Special Recognition of Methodist University Men's & Women's Golf Teams Winning the
2010 NCAA Division III National Championships

Recognize Ms. Debbie Turner, Program Director, NACo Deferred Compensation Program for
Comments:

Ms. Turner provided a packet of information for each Board member and provided a brief
presentation to the Board regarding Nationwide Retirement Solutions' deferred compensation
plan for employees. Chairman King thanked Ms. Turner for her presentation.

Special Presentation of Government Finance Officer's Association Award – Certificate of
Achievement for Excellence in Financial Reporting to Ms. Amy Cannon, Assistant County
Manager

1. Approval of Agenda

James Martin, County Manager, requested the addition of Item 2.N. – Approval of
Installation of Two Shelters for the F.A.S.T. Bus Service.

MOTION: Commissioner Melvin moved to approve the addition of item 2.N.
SECOND: Commissioner Council
VOTE: UNANIMOUS

MOTION: Commissioner Keefe moved to approve the agenda with the requested
addition of item 2.N.
SECOND: Commissioner Edge
VOTE: UNANIMOUS

2. Consent Agenda

A. Approval of minutes for the June 21, 2010 regular meeting.

B. Approval of FY11 Tax Charge to the Tax Collector.

BACKGROUND: In accordance with NCGS 105-321(b) before delivering the tax receipts to the Tax Collector in any year, the Board of County Commissioners shall adopt and enter into its minutes an order directing the Tax Collector to collect the taxes charged in the tax records and receipts.

AUTHORITY	CC LEVY	LATE LIST	PUBLIC SERVICE	PUBLIC SERVICE LATE LIST	TOTAL CC LEVY, PS LEVY & LATE LIST
BEAVER DAM	110,986.12	103.92	-	-	111,090.04
BETHANY	170,410.48	129.92	-	-	170,540.40
BONNIE DOONE	2,196.36	9.15	-	-	2,205.51
COTTON	640,685.01	1,711.84	-	-	642,396.85
CUMBERLAND RD FD	415,574.85	246.86	-	-	415,821.71
EASTOVER FIRE	143,584.32	168.80	-	-	143,753.12
GODWIN-FALCON FIRE	65,258.46	66.29	-	-	65,324.75
GRAYS CREEK	568,124.74	497.41	-	-	568,622.15
LAFAYETTE VILLAGE	157.13		-	-	157.13
LAKE RIM	7,085.72		-	-	7,085.72
MANCHESTER	74,215.02	80.77	-	-	74,295.79
PEARCE'S MILL	650,385.00	1,306.73	-	-	651,691.73
SPECIAL FIRE	685,029.76	700.01	-	-	685,729.77
STEDMAN FIRE	116,959.19	85.91	-	-	117,045.10
STONEY POINT	731,804.84	219.82	-	-	732,024.66
VANDER FIRE	689,829.54	608.75	-	-	690,438.29
WADE FIRE	67,677.82	38.43	-	-	67,716.25
WESTAREA FIRE	835,569.69	240.16	-	-	835,809.85
WESTAREA STATION 10	189,429.15	89.70	-	-	189,518.85
FIRE DIST SUBTOTAL	6,164,963.20	6,304.47	-	-	6,171,267.67
EASTOVER	494,225.74	296.59	-	-	494,522.33
EASTOVER-VANDER	13,959.92		-	-	13,959.92
FALCON	19,547.87	6.50	-	-	19,554.37
FAYETTEVILLE	52,807,882.24	35,566.90	-	-	52,843,449.14
STORM WATER	1,714,855.20		-	-	1,714,855.20
FAYET STORM WATER	3,429,710.40		-	-	3,429,710.40
FAYET RECYCLING	2,264,838.00		-	-	2,264,838.00
REVITALIZATION	124,970.06	256.69	-	-	125,226.75
GODWIN	11,809.13	4.76	-	-	11,813.89
HOPE MILLS TOWN	3,628,678.41	1,005.14	-	-	3,629,683.55
HOPE MILLS REFUSE	893,340.00		-	-	893,340.00
HOPE MILLS STORM WATER	422,412.00		-	-	422,412.00
LINDEN TOWN	11,001.82	12.14	-	-	11,013.96
SPRING LAKE	2,392,069.25	2,050.97	-	-	2,394,120.22
SPRING LAKE REFUSE	592,696.00		-	-	592,696.00
SL STORM WATER	260,982.00		-	-	260,982.00

STEDMAN TOWN	232,788.37	110.27	-	-	232,898.64
WADE TOWN	67,034.44	54.03	-	-	67,088.47
CITY SUB-TOTALS	69,382,800.85	39,363.99	-	-	69,422,164.84
COUNTY WIDE	138,332,589.34	105,594.44	-	-	138,438,183.78
COUNTY PETS	326,308.00		-	-	326,308.00
RECREATION	2,799,855.74	2,834.89	-	-	2,802,690.63
HM RECREATION	431,986.52	119.57	-		432,106.09
SOLID WASTE	4,804,032.00		-	-	4,804,032.00
SUB TOTAL	146,694,771.60	108,548.90	-	-	146,803,320.50
GRAND TOTAL	222,242,535.65	154,217.36	-	-	222,396,753.01

PROPOSED ACTION: Approve the levy and charge the Collector with the responsibility to collect the taxes.

C. Approval of Tax Collector’s Preliminary Report and Proposed Annual Settlement for FY10.

BACKGROUND: North Carolina General Statutes, Section 105-373 requires the Tax Collector of Cumberland County after the 1st day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to him for collection for the past year. The Tax Collector has submitted such preliminary report and proposed settlement. The preliminary report consists of (i) a list of persons owning real property whose taxes for the tax year of 2008-2009 remain unpaid, (ii) a list of the persons not owning real property whose taxes for the year 2008-2009 remain unpaid (the proposed insolvent list), and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes. The proposed settlement consists of the amounts of taxes with which the Tax Collector has been charged for the year and the amounts of credits against such charges, the real and personal property tax balance is charged to the forthcoming tax year.

Summary of 1999 Real/Personal & Vehicles Taxes to be Barred

	Vehicles	Personal	Real	Public Service	Fees	Total
County	482,901.64	54,160.32	45,671.90	-	-	582,733.86
County Pets	-	801.21		-	-	801.21
Fayetteville	132,549.31	9,921.35	24,305.77	-	-	166,776.43
Revit Fayetteville	77.75	51.11		-	-	128.86
Vehicle Fee	21,223.97	-		-	-	21,223.97
Hope Mills	6,492.09	421.34	550.05	-	-	7,463.48
Hope Mills Vehicle Fee	1,545.00	-		-	-	1,545.00
Hope Mills Pets	-	56.21		-	-	56.21
Spring Lake	13,201.23	698.24	55.62	-	-	13,955.09
Stedman	202.08	-		-	-	202.08
Stedman Vehicle Fee	75.00	-		-	-	75.00

Godwin	73.51	-	-	-	-	73.51
Wade	256.89	74.26	-	-	-	331.15
Falcon	24.37	-	-	-	-	24.37
Linden	86.68	9.08	-	-	-	95.76
Solid Waste User Fee	-	-	-	-	384.00	384.00
Storm Water Fee	-	-	-	-	156.00	156.00
Advertising Fee	-	-	-	-	324.24	324.24
Total	<u>658,709.52</u>	<u>66,193.12</u>	<u>70,583.34</u>	<u>-</u>	<u>864.24</u>	<u>796,350.22</u>
TA500 MR VEHICLES	658,709.52					
TA500 MR CC	137,640.70					
TA500 MR PS	<u>-</u>					
	796,350.22					

County Settlement
June 30, 2010

Charge:

Real and Personal Charge 2009	\$	153,735,326.22
Vehicles Charge 2009	\$	16,747,791.93
Added Charge Real & Personal 2009	\$	896,205.21
Added Charge 2009 Vehicles	\$	39,373.66
Solid Waste 2009	\$	4,765,488.00
Added Solid Waste 2009	\$	624.00
Total Tax Interest	\$	971,974.66
Total Discount	\$	-
Added Charge 2009 Advertising Cost	\$	47,850.50
County Demolition Fee	\$	5,914.31
Interest Collected County Demolition	\$	1,244.11
Certified Mail Fee Collected	\$	10,275.19
Garnishment Fee Collected	\$	170,517.29
Return Check Processing Fee Collected	\$	2,499.99
Worthless Check Penalty Collected	\$	17,507.30
Prepared Food & Beverage Tax Collected	\$	4,998,521.24
Prepared Food & Beverage Tax Collected Interest & Penalty	\$	124,199.66
Room Occupancy Tax Collected	\$	4,064,633.87
Room Occupancy Tax Collected Interest & Penalty	\$	125,577.54
County Gross Receipts Vehicle Tax Current Year	\$	439,395.37
County Gross Receipts Vehicle Tax Interest & Penalty	\$	-
County Heavy Equipment Rentals	\$	138,813.40
County Heavy Equipment Rentals Interest	\$	18,568.75
Windridge Water Extension Project	\$	34,109.54
Windridge Water Extension Project Interest	\$	5,281.27
Lake Upchurch Dam Assessment	\$	648,208.33
Lake Upchurch Dam Assessment Interest	\$	82,949.42

Adjustment - Advertising Beginning Balance Booked	\$	37,877.31
	\$	188,130,728.07
<hr/>		
<u>Credits:</u>		
Deposit with Finance	\$	179,874,240.21
Advertising Cost Deposited with Finance	\$	44,240.95
Interest Deposited with Finance	\$	1,329,795.41
Real & Personal Releases Allowed	\$	1,277,907.87
Vehicles Releases Allowed	\$	1,391,256.43
Solid Waste Releases Allowed	\$	10,560.00
Total Discount Allowed	\$	-
Real & Personal Balance	\$	1,393,000.13
Advertising Cost Balance	\$	41,486.86
Vehicle Balance	\$	2,700,287.74
Solid Waste Balance	\$	67,952.47
Adjustment	\$	188,130,728.07
<hr/>		
<u>Charge:</u>		
Real & Personal Balance 2008	\$	1,136,408.24
Vehicle Balance 2008	\$	3,299,856.90
Solid Waste Balance 2008	\$	61,603.37
County Gross Receipts Vehicle Tax 1st Year Prior	\$	-
Prepared Food & Beverage Tax All Prior	\$	83,379.46
Room Occupancy Tax Collected All Prior	\$	66,846.29
Real & Personal Balance 2007	\$	314,270.61
Vehicle Balance 2007	\$	743,873.71
Solid Waste Balance 2007	\$	13,240.36
Real & Personal Balance 2006 & Prior	\$	1,547,008.37
Vehicle Balance 2006 & Prior	\$	3,973,923.95
Solid Waste Balance 2006 & Prior	\$	24,915.71
1998 & Prior Taxes Collected After Being Barred	\$	251.52
	\$	11,265,578.49
<hr/>		
<u>Credits:</u>		
Real & Personal Collected 2008	\$	799,024.89
Vehicles Collected 2008	\$	2,314,664.82
Solid Waste Collected 2008	\$	46,888.72
County Gross Receipts Vehicle Tax 1st Year Prior	\$	-
Prepared Food & Beverage Tax All Prior	\$	83,379.46
Room Occupancy Tax Collected All Prior	\$	66,846.29
Real & Personal Collected 2007	\$	109,838.21
Vehicles Collected 2007	\$	121,442.11
Solid Waste Collected 2007	\$	6,102.74
Real & Personal Collected 2006 & Prior	\$	133,511.55
Vehicles Collected 2006 & Prior	\$	151,393.92
Solid Waste Collected 2006 & Prior	\$	5,352.06
Real & Personal Releases Allowed 2008	\$	11,641.74
Vehicle Releases Allowed 2008	\$	319,290.01
Solid Waste Releases Allowed 2008	\$	48.00
Real & Personal Releases Allowed 2007	\$	9,648.73
Vehicle Releases Allowed 2007	\$	35,107.69
Solid Waste Releases Allowed 2007	\$	-
Real & Personal Releases Allowed 2006 & Prior	\$	7,067.30
Vehicle Releases Allowed 2006 & Prior	\$	48,249.47
Solid Waste Releases Allowed 2006 & Prior	\$	-
1998 & Prior Taxes Collected After Being Barred	\$	251.52
	\$	4,269,749.23

<u>Taxes Barred by Statute:</u>	<u>1999</u>	
Real Property	\$	45,671.90
Personal	\$	54,961.53
Vehicles	\$	482,901.64
Public Service	\$	-
Solid Waste Fees	\$	384.00
Advertising	\$	324.24
Credit for Five Year & Prior Insolvents	\$	-
	\$	584,243.31
<u>Balance Prior Years Taxes:</u>		
Real & Personal Balance 2008	\$	325,741.61
Vehicles Balance 2008	\$	665,902.07
Solid Waste Balance 2008	\$	14,666.65
Real & Personal Balance 2007	\$	194,783.67
Vehicles Balance 2007	\$	587,323.91
Solid Waste Balance 2007	\$	7,137.62
Real & Personal Balance 2006 & Prior	\$	1,305,471.85
Vehicles Balance 2006 & Prior	\$	3,291,378.92
Solid Waste Balance 2006 & Prior	\$	19,179.65
	\$	6,411,585.95
TOTAL CREDITS:	\$	11,265,578.49

**RESOLUTION ACCEPTING PRELIMINARY REPORT OF THE TAX
COLLECTOR, CREDITING THE INSOLVENT LIST, AND APPROVING
PROPOSED ANNUAL SETTLEMENT**

Whereas, North Carolina General Statutes, Section 105-373, requires the Tax Collector of Cumberland County after the 1st day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to the Tax Collector for collection for the past ten years; and

Whereas, the Tax Collector has submitted such preliminary report and proposed settlement.

Now therefore, the Board of Commissioners of Cumberland County hereby resolves:

1. That the preliminary report of the Tax Collector of Cumberland County, consisting of (i) a list of persons owning real property whose taxes for the year 2008- 2009 remain unpaid and the principal amount owned by each person; (ii) a list of the persons not owning or who have not listed real property whose taxes for the tax year 2008 - 2009 remain unpaid and the principal amount owned by each person (the proposed insolvent list) and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes, be and it hereby is, accepted;
2. That the Board hereby finds that the persons in the list of those that do not own or have not listed real property are insolvent as that term is used in G.S. 105-373, directs that the list of such person be entered into the minutes of the meeting of the Board as the insolvent list, and further directs that the amounts in such list be, and hereby are, credited to the Tax Collector in his annual settlement;
3. That the proposed settlement of the Tax Collector, appended hereto, for taxes in his hands for collection for the tax year 2008 - 2009, be and it hereby is, approved and that he be, and thereby is, charged with the amounts set forth in the settlement under the heading "Charges" and credited with the amounts set forth in the settlement under the heading "Credits".

RECOMMENDATIONS/PROPOSED ACTION: The statute requires the Board to review the preliminary report, determine the insolvent list to be entered into the minutes, credit the Tax Collector with the insolvent list and make a settlement, i.e., approve or correct the proposed settlement. The Legal Department has reviewed for legal sufficiency. Adopt the above resolution.

D. Approval of Proposed Additions to the State Secondary Road System:

Cumberland County Industrial Center: Production Drive

BACKGROUND: The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State Secondary Road System for maintenance:

Cumberland County Industrial Center: Production Drive (SR 3935 Ext.)

DOT has determined that the above streets are eligible for addition to the state system.

PROPOSED ACTION: Approve the above listed street for addition to the State Secondary Road System.

E. Approval of 2010 Agriculture Hall of Fame Nomination of Wendell Scott Weathington.

BACKGROUND: The Cumberland County Agriculture Hall of Fame committee met on Tuesday, July 13, 2010 and selected Mr. Wendell Scott Weathington as the Hall of Fame inductee for 2010.

PROPOSED ACTION: Approve the induction of Mr. Wendell Scott Weathington into the Agriculture Hall of Fame.

F. Approval of Sale of Surplus County-Owned Real Property Acquired by Tax Foreclosure- 1.0 AC Graham Land (located on Hardeewood Dr. off Elk Rd.) PIN: 0415-90-9965; Pearces Mill Township.

BACKGROUND: On or about November 6, 2008, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$2,971.98.

Rosie H. Ford was the last and highest bidder offering to purchase the County's interest in the property for \$9,551.13 and has deposited \$955.13 in the Finance Office. The tax value of the property is \$9,945.00.

This property is surplus to the needs of the County and, according to N.C.G.S. §153A-176 and N.C.G.S. §105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Mrs. Ford's bid. The property has been advertised and has received several bids; however, Rosie H. Ford was the final and highest bidder. The bid period is now closed.

PROPOSED ACTION: Consider whether to accept the offer of Rosie H. Ford to purchase the above property for the sum of \$9,551.13, plus advertising and recording costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

G. Approval of Sale of Surplus County-Owned Real Property Acquired by Tax Foreclosure- Lot 11-12 Block F; 1810 Slater Ave. PIN: 0428-98-7706; Cross Creek Township.

BACKGROUND: On or about December 23, 2008, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$3,982.78.

Yazan Issa has offered to purchase the County’s interest in the property for \$3,982.78 and has deposited \$398.28 in the Finance Office. The tax value of the property is \$38,900.00.

This property is surplus to the needs of the County and, according to N.C.G.S. §153A-176 and N.C.G.S. §105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Yazan Issa’s bid. The property has been advertised and this office has not received any upset bids. The bid period is now closed.

PROPOSED ACTION: Consider whether to accept the offer of Yazan Issa to purchase the above property for the sum of \$3,982.78, plus advertising and recording costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

H. Approval of the Cumberland County Community Transportation Program System Safety Program Plan.

BACKGROUND: The Cumberland County Community Transportation Program System Safety Program Plan has been updated in order to meet requirements from the North Carolina Department of Transportation – Public Transportation Division.

The plan includes six core elements: Driver/Employee Selection, Driver/Employee Training, Safety Data Acquisition/Analysis, Drug and Alcohol Abuse Programs, Vehicle Maintenance and Security.

The purpose of this plan is to ensure that our transportation system provides safe and reliable transportation for Cumberland County residents.

PROPOSED ACTION: Approve the plan as submitted.

I. Approval of Health Department Delinquent Accounts to be Written Off and/or Turned Over to Collectors.

BACKGROUND: At the Board of Health meeting on June 15, 2010, the Board approved writing off a total of \$39,838.90 as bad debts. Family Planning accounts in the amount of \$2790.61 will be written off as bad debt, however cannot be sent to the County’s collection agency, Professional Recovery Consultants, Inc. pursuant to North Carolina Division of Health and Human Services Guidelines. The amount to be sent to the collection agency will be \$37,048.29. This write-off of bad debts is in compliance with the Board of Health’s recommendation to write-off bad debts every quarter.

DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION
BAD DEBT WRITE-OFF # 28
June 15, 2010

PROGRAM	AMOUNT
ADULT HEALTH	\$24,956.95
BCCCP	\$181.39
CHILD HEALTH	\$2,651.45
DENTAL	\$3,783.08
FAMILY PLANNING *****	\$2,790.61
GYN/POSTPARTUM	\$0.00
IMMUNIZATIONS	\$0.00

MATERNITY	\$5,260.26
MEDICAL RECORDS	\$0.00
PAP	\$215.16
T.B.	\$0.00
TOTAL	\$39,838.90

PROPOSED ACTION: Approve the write off of bad debts in the amount of \$39,838.90 and the turn over to Professional Recovery Consultants, Inc. the amount of \$37,048.29 for collection.

J. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement.

BACKGROUND: See below information on a total loss settlement offer:

DATE OF ACCIDENT	June 20, 2010
VEHICLE	2006 Ford Crown Victoria
VIN	2FAHP71W16X143677
FLEET #	FL38
MILEAGE	92,871
DEPARTMENT	Sheriff’s Office
SETTLEMENT OFFER	\$7,888.87
INSURANCE COMPANY	GMACI

PROPOSED ACTION: Approve the following: (1) declare the vehicle described above as surplus, (2) authorize the Risk Manager to accept \$7,888.87 as settlement and (3) allow GMAC Insurance to take possession of the wrecked (surplus) vehicle.

K. Approval of Report on the Disposal of Surplus Property Pursuant to NCGS 160A-226(a).

BACKGROUND: On June 15, 1998, the Board adopted a resolution founded in the statutes allowing the Assistant County Manager to dispose of certain “personal property, worth less than \$5000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county”.

The resolution stipulated further that County Management shall render semi-annual reports to the Board of County Commissioners summarizing disposals between the preceding January 1 and June 30”.

REPORT ON THE DISPOSAL OF SURPLUS
COUNTY PROPERTY
JANUARY 1, 2010 - JUNE 30,
2010

ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION	SOLD TO/GIVEN TO
1	1/29/2010	CELLPHONES W/CHARGERS	14	SHERIFF'S OFFICE			SAFE-LINK
2	1/29/2010	CELLPHONE CAR CHARGER	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
3	1/29/2010	CELLPHONE HOUSE CHARGERS	3	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
4	1/29/2010	CELLPHONE EARPIECE		SHERIFF'S OFFICE	LANDFILL	ANN STREET	
5	2/17/2010	BIO-HAZARD TRASH PAIL	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
6	2/18/2010	CELLPHONE W/CHARGER	1	INFORMATION SERVICES			SAFE-LINK
7	2/18/2010	PRINTERS	2	INFORMATION SERVICES	LANDFILL	ANN STREET	
8	2/18/2010	WORKSTATION STAND	1	INFORMATION SERVICES	LANDFILL	ANN STREET	
9	2/18/2010	CARDBOARD BOXES	MISC	INFORMATION SERVICES	LANDFILL	ANN STREET	
10	2/24/2010	MONITORS	37	DSS	LANDFILL	ANN STREET	
11	2/24/2010	PRINTERS	17	DSS	LANDFILL	ANN STREET	
12	2/24/2010	SCANNER	1	DSS	LANDFILL	ANN STREET	
13	3/4/2010	EXAM BEDS	24	HEALTH DEPARTMENT			MERCY INTERNATIONAL
14	3/4/2010	SHARPS CONTAINERS	8	HEALTH DEPARTMENT			MERCY INTERNATIONAL
15	3/4/2010	BIO-HAZARD CONTAINERS	4	HEALTH DEPARTMENT			MERCY INTERNATIONAL

16	3/4/2010	MEDICAL STOOLS	15	HEALTH DEPARTMENT			MERCY INTERNATIONAL
17	3/4/2010	BROKEN WALL MOUNTED	1	HEALTH DEPARTMENT			MERCY INTERNATIONAL
18	3/4/2010	PRIVACY CURTAINS	6	HEALTH DEPARTMENT			MERCY INTERNATIONAL
19	3/4/2010	BLOOD DRAW CHAIR	1	HEALTH DEPARTMENT			MERCY INTERNATIONAL
20	3/4/2010	UPHOLSTERED CHAIRS	4	TAX ADMINISTRATION	LANDFILL	ANN STREET	
21	3/4/2010	STACKABLE PLASTIC CHAIRS	13	TAX ADMINISTRATION	LANDFILL	ANN STREET	
22	3/15/2010	STAINLESS STEEL DESKS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
23	3/15/2010	FOLDING TABLES	3	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
24	3/15/2010	LINEN BASKET	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
25	3/15/2010	TRASHCANS	75	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
26	3/15/2010	MICROWAVE CABINET	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
27	3/15/2010	SUITCASE	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
28	3/15/2010	METAL CART	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
29	3/15/2010	METAL DOLLY	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
30	3/15/2010	MOP BUCKET	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
31	3/15/2010	MOP BUCKET DRAINER	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
32	3/15/2010	TOP TABLES	2	TAX ADMINISTRATION	LANDFILL	ANN STREET	
33	3/15/2010	VINYL COUCH	1	TAX ADMINISTRATION	LANDFILL	ANN STREET	
34	3/15/2010	REFRIGERATOR	1	TAX ADMINISTRATION	LANDFILL	ANN STREET	
35	3/15/2010	TASK CHAIR	1	TAX ADMINISTRATION	LANDFILL	ANN STREET	
36	3/15/2010	SIDE CHAIRS	4	ADMINISTRATION	LANDFILL	ANN STREET	
37	3/26/2010	DESKTOP CHARGER	1	CIVIC CENTER	LANDFILL	ANN STREET	
38	3/26/2010	BATTERY	1	CIVIC CENTER	LANDFILL	ANN STREET	
39	3/26/2010	BATTERY COVER	1	CIVIC CENTER	LANDFILL	ANN STREET	
40	3/29/2010	COMPUTER BATTERY BACK-UP	1	EXTENSION SERVICES	LANDFILL	ANN STREET	
41	3/29/2010	PHYSICIAN DESK REFERENCES	3	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
42	3/29/2010	NURSING DRUG HANDBOOKS	4	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
43	4/12/2010	CELL PHONE	1	COMMUNITY DEVELOPMENT	LANDFILL	ANN STREET	
44	4/14/2010	CLOCKS	4	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
45	4/14/2010	METAL SHELVES	6	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
46	4/14/2010	SUITCASE	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
47	4/14/2010	TRASH CANS	25	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
48	4/14/2010	2-DRAWER FILING CABINET	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
49	4/14/2010	TRASH CAN LIDS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
50	4/14/2010	MOP HANDLES	4	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
51	4/14/2010	BIO-HAZARD CANS	3	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
52	4/21/2010	HANGING MAP FILE CABINETS	6	TAX ADMINISTRATION			GOV-DEALS
53	4/27/2010	CELL PHONE W/CHARGER	1	PUBLIC LIBRARY			SAFE-LINK
54	5/11/2010	TYPEWRITER RIBBONS	22	COMMUNICATIONS CENTER	LANDFILL	ANN STREET	
55	5/11/2010	TYPEWRITER CARTRIDGES	14	COMMUNICATIONS CENTER	LANDFILL	ANN STREET	
56	5/11/2010	CORRECTION TAPE	1 BOX	COMMUNICATIONS CENTER	LANDFILL	ANN STREET	
57	5/24/2010	DOLLY	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
58	5/24/2010	METAL STORAGE CABINET	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
59	5/24/2010	BLOOD-DRAWING CHAIR	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
60	5/24/2010	EXAM ROOM LIGHT	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
61	5/24/2010	WALL PIECES	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
62	6/14/2010	CHAIRS	27	PUBLIC LIBRARY	LANDFILL	ANN STREET	
63	6/14/2010	TABLES	4	PUBLIC LIBRARY	LANDFILL	ANN STREET	
64	6/14/2010	OVERHEAD PROJECTORS	2	PUBLIC LIBRARY	LANDFILL	ANN STREET	
65	6/16/2010	DOLLY	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
66	6/16/2010	STORAGE CABINET	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
67	6/16/2010	JANITOR CARTS	5	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
68	6/16/2010	MEDICINE CART	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
69	6/16/2010	TRASH CANS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
70	6/16/2010	BLOOD DRAWING CHAIR	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
71	6/16/2010	EXAM ROOM LIGHTS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
72	6/16/2010	WALL PIECES	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
73	6/29/2010	CELL PHONE	1	COMMUNITY DEVELOPMENT			SAFE-LINK

PROPOSED ACTION: Approve the report on the disposal of surplus County property and request that the report be duly recorded in the official minutes.

L. Ratification of Inmate Commissary Contract with Oasis.

BACKGROUND: By NC General Statutes, the Jail is required to operate a commissary store from which inmates may buy soft drinks, snack foods, greeting cards, and similar sundries. Board of Commissioners Resolutions of March 21, 1988 and October 7, 1996 authorize the Sheriff to operate an Inmate Welfare Fund, and use the income for the benefit of inmates.

The Inmate Welfare Fund receives profits from this sales activity. Items typically provided by the Fund are salary & benefit costs of employees who account for the inmate's personal trust fund accounts; support of the high school GED program; purchase of televisions; haircuts and snack foods to indigent inmates; maintenance on the video visitation system; purchase of inmate jump suits, sandals, security razors, and similar items.

The Sheriff's Office, through the County Purchasing Office, solicited proposals for a contract-operated commissary. Three responses were evaluated by the Chief Jailer, the County Purchasing Officer, and the Sheriff's Office Accountant. The recommendation to award the contract to Oasis for a 5 year period has been reviewed by Mr. Rick Moorefield, County Attorney, and Amy Cannon, Assistant County Manager.

Inmate Commissary Agreement

July 13, 2010

THIS AGREEMENT, made this thirteenth day of July 2010, by and between Oasis Management Systems, Inc., a Georgia Corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and the Cumberland County Detention Center, located in Fayetteville, NC (hereinafter referred to as "Client").

1. **RIGHT AND TERM.** Oasis is hereby given and granted the exclusive right to operate all commissary sales and services, to include Welcome Packs on the Client's premises located in Fayetteville, NC. All profits or losses from the commissary operations will be for Oasis' account. The term of this agreement will begin on August 3rd, 2010 or sooner and continue in force until August 3rd, 2015 with the option to renew for two additional one-year terms. If both parties agree, this agreement would then continue for additional one-year terms until terminated by either party upon written notice at least (60) sixty days prior to the anniversary date. Client has the right to give 30 days notice to cancel at any time without penalty.

2. **RELATIONSHIP OF PARTIES.** The parties intend that Oasis will be an independent contractor to Client. Nothing herein will be construed to create a partnership or relationship between the parties and neither will have the authority to bind the other in any respect.

3. **DUTIES OF OASIS.** (a) **Inmate Commissary.** Oasis will provide weekly inmate commissary service to the inmates of the Cumberland County Detention Center. (b) **Compliance with Laws and Obtaining Licenses.** Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain licenses. (c) **Property Insurance.** Oasis will maintain insurance policies on its property located in Client's premise for loss or damage by fire or other casualties. Each party hereby waives its respective rights of recovery, including subrogation, against the other's property as a result of fire or other casualties normally covered under standard broad form property insurance. (d) **Insurance.** Oasis will maintain in force at all times during the term hereof; worker's compensation insurance and public liability insurance. (e) Oasis shall operate from an off-site location. (f) Oasis shall periodically provide menus, which include portion sizes, from which inmates may order, and any order forms and hardware/software related to processing those orders. (g) Oasis shall package all orders in sealed clear plastic bags, contain a packing list in two copies, list inmate balance remaining, and obtain the inmates signature confirming delivery. (h) Oasis

shall pay any initial and recurring charges for access to the inmate data contained in the automated Jail Management Records System, currently a Sunguard Public Sector OSSI program. These charges currently are known as \$6,637.50 initial and \$600.00 recurring. (i) Client accepts the offer by Oasis to purchase Client's remaining commissary stock as part of the transition.

4. **TITLE OF SOFTWARE.** Oasis will install Lockdown inmate accounting software. This software and any other improvements are and will remain the property of Oasis. This accounting software shall comply with Generally Accepted Accounting Principles. New software releases shall be provided to Client without charge. Oasis will retain all proprietary rights to software and software will remain the property of Oasis upon termination of this Agreement. Client will not permit its employees or agents to remove or in any way tamper with or change said software.

5. **OPERATIONS.** The process to be used for ordering from Oasis and delivering to Client is set forth in Attachment A. The system used by Oasis described as its Public Lobby Reverse ATM for money drop-off and associated fees is set forth in Attachment B. The Release Debit Card used by Oasis and associated fees is set forth in Attachment C. The initial menu of items Oasis offers for sale is set forth in Attachment D. At this time, Client does not elect the Booking Room Kiosk.

6. **REMOVAL OF PROPERTY.** Within thirty (30) days after the termination of this Agreement, Oasis will remove its software and property from Client's premises.

7. **NONDISCRIMINATION.** The nondiscrimination clauses contained in Section 202 Executive Order 11246, as amended, relating to equal employment opportunity for all persons without regard to age, race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

8. **PERSONNEL STANDARDS.** Oasis ensures that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees and Client shall notify Oasis of any of Oasis employee to whom Client objects to servicing Client's contract. Oasis shall not use any employees to whom Client has objected due to the background checks. Contractor and any of its employees on-site shall strictly adhere to the CDC rules, regulations, and guidelines. Employees are required to have passed drug-testing.

9. **RECORDS.** Oasis agrees to keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis. These records shall be made available to Client in electronic format at no cost.

10. **CONTINGENCIES.** Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the party such as war, sabotage, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance.

11. **CHANGE OF SCOPE.** In the event Client adopts a future policy that affects the amount of commissary revenue, such as the facility debiting the inmate account for debit phone calls, charging a booking fee, daily rate for being in jail, room and board rate, telephone commissary connection fees or any other process that would debit an inmates account over and beyond what is currently in place, Oasis and Client will negotiate new financial arrangements within ten (10) days after written notice to Client. Oasis understands and accepts that inmate phone cards are currently debited from inmate accounts and that inmate phone calls and other means of electronic communication are not a part of this contract. Such fees are and will likely continue to be debited from inmate accounts without recourse or complaint by Oasis.

12. **INDIGENT PACKAGES.** Oasis agrees to provide indigent packages to Client at an agreed upon price if Client so desires. This cost will be deducted from Client's

gross commission. Oasis agrees to provide Client with all indigent billing information. Client may elect to provide this service on its own.

13. **PRODUCTS, PROGRAMS, PRICING.** Oasis shall offer a large selection of items and quality brand-name products. Selection and variety may be adjusted as mutually agreed upon by both parties. Any and all new products and/or specialty programs must be reviewed and approved by Client before being placed on menu or into service. Prices for the commissary items may not be higher than comparable item offered for retail sale in a sampling of drugstores, grocery stores, and convenience stores in the local area, and include sales tax. In the event that the Client declines or otherwise limits any price increase or product selection, Oasis at its sole discretion may terminate this agreement upon 30 days notice to Client. Client reserves the right of final approval of any price for any item. Oasis agrees to maintain prices for the first year. Commencing with the first anniversary date and subsequent anniversaries of the contract, the prices may be increased to reflect the current local market prices. Fees for the Public Lobby Reverse ATM and the Debit Release Card shall remain unchanged for the first year of the contract term. Commencing with the first anniversary date and subsequent anniversaries of the contract, the sales prices and fees for the Lobby Kiosk and Release Debit Cards may be increased to reflect the current local market prices with the foreknowledge and written approval of the Client.

14. **WAIVER.** Failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver to enforce such or any other term on any other occasion.

15. **MODIFICATION.** No modification of any of the terms and conditions of this Agreement will be effective unless such modification is expressed in writing and signed by both parties.

16. **ENTIRE AGREEMENT.** This Agreement and the Exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof. Oasis' Proposal for Canteen Services for the Cumberland County Detention Center dated January 4, 2010 is made a part of this Contract by reference. This contract shall be interpreted and enforced under the laws of the State of North Carolina.

17. **NOTICE.** Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address as either party may designate for itself by written notice to the other.

18. **FINANCIAL ARRANGEMENTS.** (a) **Commissions to Client:** Oasis will pay Client an amount of Net Sales equal to 30.8% for the term of this agreement. "Net Sales" is defined as total commissary sales minus any applicable taxes, postal products, and refunds. (b) **Accounting and Reporting.** After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Client Commission during the preceding week period. The Cumberland County Detention Center agrees to pay Oasis weekly for all items purchased through the Inmate Commissary. An interest rate of 1.5% will be assessed to all accounts in excess of forty-five days.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY: _____

DATE: _____

CUMBERLAND COUNTY DETENTION CENTER

BY: _____

DATE: _____

ATTACHMENT A OPERATION of the COMMISSARY

Oasis operates on the 100% in-stock principle and does not substitute items on orders.
Scan forms to be furnished by Oasis; scan forms collected and transmitted by Oasis.
Oasis staff for scanning order forms and delivering orders and obtaining signature is projected to consist of 2 Part-time workers, with pay of \$12.50 hourly

Funds Deducted when	when order processed (upon scanning)
Scan deadline	By 10:00 AM for next day delivery
Delivery on	following day
Primary warehouse in	Raleigh NC
Backup warehouse	Atlanta, GA and Richmond, VA
Day of week to order	negotiable
Day of week for delivery	1 day after order
How many delivery days per week	One

Actions Upon Delivery by Oasis

Verify recipient	Look at ID /wristband / ask Jailer
Packing List in 2 copies	Inmates signs and keeps one copy

Discrepancy in Order

Order errors noticed at delivery will be fixed by Oasis immediately and credited the same day. When delivery not made/refused/no longer an inmate, order will be credited to Inmate Account that day. If no longer an inmate, funds will be forwarded by Oasis.

When an inmate is out of money, the Client shall prioritize the shopping list by selecting which scan numbers take preference.

ATTACHMENT B PUBLIC LOBBY REVERSE ATM

Oasis shall furnish two lobby kiosks, connecting in real time to the Oasis accounting program for posting of transactions. The equipment shall use casino grade bill acceptors. All forms of deposits will be accepted.

Oasis will maintain and support this kiosk 24 hours per day, 7 days per week.

Fees to be:
\$2.95 > 19.99 \$20.00 > 99.99 \$100.00 > 199.99 \$200.00 > 300.00 up to \$500.00

Cash	\$2.95 each
Credit Card	10% on all transactions
PIN Debit Card	10% on all transactions
Phone, Internet	10% on all transactions
Bail money deposits	10% of bond amount
Cash picked up and to bank by	CCSO Employees Oasis employees to process
Counterfeit bills absorbed by	Oasis
Bad credit card absorbed by	Oasis

ATTACHMENT C DEBIT CARD UPON RELEASE

Oasis will offer a debit card, which may be loaded with the inmate’s money upon release. Oasis will provide two card scanners and one MICR Check printer, and card creation software. Any new technology will be made available to Client at no charge. Blank card stock to be furnished by Oasis. All repairs, replacements and support provided by Oasis.

Brand of card	Mastercard
	Rate Structure
Activate Card	\$0.00 No cost to Detention Center No cost to individual inmate No “Call to Activate” needed
Signature purchase	\$0 Can be used as often as desired for 24 hours without any fee.
After 24 hours	\$2.50 Per week fee
PIN purchase	\$0
ATM fee	1st \$2.50 plus ATM owner fee
	Subsequent \$2.50 plus ATM owner fee
ATM Declines	\$0
ATM Balance inquiry	\$1.00
Inactive Account charge	\$2.50 there are no fees for the first 24 hours; after that, fee of \$2.50 per week.
Monthly account charge	\$10 to keep card active.
The MasterCard may be re-loaded after the inmate is released.	

ATTACHMENT D MENU OF ITEMS, PORTION SIZES, AND PRICES

Oasis shall offer name-brand items, placed in corrections-special packaging. The Client may elect to offer house brand items.

Specific Menu Being Developed

PROPOSED ACTION: Ratification of Inmate Commissary Agreement with Oasis.

M. Budget Revisions:

(1) Recreation and Parks – Hope Mills

Revision in the amount of \$390 to budget additional FY2010 ad valorem taxes collected to fund Recreation per our interlocal agreement. (B10-402) Funding Source – Ad Valorem Tax

(2) Health

- a. Women, Infants and Children - Revision in the amount of \$97,635 to reallocate budgeted expenditures for three new Medical Office Assistant positions. (B11-007) Funding Source – Federal
- b. Child Health Clinic – Revision in the amount of \$25,000 to appropriate Health fund balance for contracted services for a temporary medical provider. (B11-011) Funding Source – Health Fund Balance

- c. Health Education – Revision in the amount of \$20,000 to recognize “Baby Store” Grant. (B11-012) Funding Source - Grant

(3) Eastover Sanitary District Water Project Phase II

Revision in the amount of \$52,493 to reallocate budgeted expenditures to cover change orders and to fund other unanticipated costs. (B11-006) Funding Source – Reallocation of Budgeted Expenditures

(4) Library

- a. Library Grants – Revision in the amount of \$1,000 to recognize “Against All Odds” Grant awarded by the Arts Council. (B11-017) Funding Source - Grant
- b. Library Grants – Revision in the amount of \$4,000 to recognize “Storytelling” Grant awarded by the Arts Council. (B11-018) Funding Source – Grant
- c. Library Grants – Revision in the amount of \$20,000 to recognize “Strengthening Library Collections” Grant awarded by the State. (B11-019) Funding Source – Grant
- d. Read to Me/Motheread – Revisions totaling \$135,777 abolishing the Read to Me Program (\$223,958) and increasing the Motheread Program (\$88,181). (B11-020 and B11-020A) Funding Source – State
- e. Library Grants – Revision in the amount of \$98,370 to recognize “Technology Planning” Grant awarded by the State. (B11-023) Funding Source - Grant

(5) Fire Districts

Revisions in the total amount of \$55,439 to appropriate fund balance to distribute FY2010 tax revenue to Fire Districts. (B11-024 thru B11-033) Funding Source-Ad Valorem Taxes

(6) Emergency Telephone System

Revision in the amount of \$17,152 to purchase new software and maintenance contract. (B11-036) Funding Source – Telephone Fees

N. Consideration of Request from the City of Fayetteville to install two bus shelters at Cumberland County Owned Locations

BACKGROUND: The City of Fayetteville is working to enhance the services provided by the Fayetteville Area System of Transit (F.A.S.T.). Enhancements will include expanded routes, longer service hours and installation of shelters and benches throughout the transit system.

The City has requested the County to permit the installation of two bus shelters at the location of existing bus stops at the following County facilities:

- Cumberland County Library and Information Center located at 300 Maiden Lane: Shelter to be located along Ray Avenue beside library facility where there is an existing F.A.S.T. bus stop;
- Cumberland County Health Department located at 1235 Ramsey Street: Shelter to be located on site where there is an existing bus stop.

The City will likely need to encroach upon a small portion of County property to install the bus shelters. Any cost associated with installation or maintenance of the shelters would be covered by the City of Fayetteville. The City will guarantee that the shelters would be fully compliant with any Americans with Disabilities Act, ADA, guidelines. Tentative approval is requested by August 9, 2010. Upon approval, any needed encroachment agreements or legal documents will be prepared and executed.

PROPOSED ACTION: Approve request from the City of Fayetteville to install two shelters on County owned locations as specified above.

MOTION: Commissioner Melvin moved to approve as all consent items 2.A. through 2.N.
SECOND: Commissioner Faircloth
VOTE: UNANIMOUS

ITEMS OF BUSINESS

- 3. Consideration of Interlocal Agreement with the Town of Hope Mills for the Consolidation of E911 Dispatch.

BACKGROUND: The below agreement has been approved by the governing board of the Town of Hope Mills. It is recommended by EM Director Kenny Currie as a means to more efficiently use personnel by eliminating duplication of effort. It merges the Town’s dispatch operations into the county’s with the county hiring the Town’s five dispatch employees and the Town paying the stated compensation of \$224,343.

The agreement needs some further clarification as follows:
Section 4.a. County Attorney needs to clarify the CPI index which is referenced. County Attorney simply cannot find it and wants to make sure that it can be found and understood.

Section 4.b. County Attorney needs clarification as to how the County will adjust the compensation if there is additional revenue to the Communications Center.

Add Section 4.c. The agreement does require the county to treat the transferring Hope Mills employees differently than it does its new hires under existing personnel ordinance and policies. The justification for this is that the Town is actually paying for this as consideration for this agreement. The County Attorney recommends the addition of the following language to clarify this to avoid any conflicts with other classes of new hires:

The compensation paid by the Town as consideration for this agreement is at least partially funded by the re-allocation of the Town’s former costs for the salaries and benefits of the Town’s former dispatch employees which are being employed by the County. The parties agree that the County shall use at least part of this compensation paid by Town to offset County’s personnel costs for these employees. Because the parties intend that the Town is providing at least partial funding of these County personnel costs, the County has agreed to provide the employee benefits and compensation stated herein. To the extent that the employee benefits and compensation provided by the County to the former Town employees exceed the employee benefits and compensation provided by the County to its new hires, it is due to the consideration paid by the Town.

NORTH CAROLINA)
)
CUMBERLAND COUNTY)

INTERLOCAL AGREEMENT REGARDING CONSOLIDATION OF

CUMBERLAND COUNTY AND HOPE MILLS 911 DISPATCH

THIS AGREEMENT made and entered into as of July 1, 2010 by CUMBERLAND COUNTY ("COUNTY") and the TOWN OF HOPE MILLS ("TOWN") for the purpose of consolidating 911 dispatch services. The COUNTY Emergency Communications Center ("ECC") will provide a central location for citizens to make and receive calls for public safety needs; and

WHEREAS, this consolidation will promote the expeditious delivery of services to the residents and of the TOWN in order to further the public health, safety, and general welfare; and

WHEREAS, the ECC will provide the TOWN efficient and professional emergency public safety communications services, striving toward the end to ensure the preservation of human life, the protection of property; and

WHEREAS, the TOWN Board of Commissioners and the COUNTY Board of Commissioners authorized consolidation of their emergency dispatch centers into one operation managed by the COUNTY's ECC, and an agreement relating thereto,

W I T N E S S E T H:

NOW THEREFORE in consideration of promises mutually exchanged the parties agree as follows:

1. The TOWN and the COUNTY agree that Hope Mills' emergency communications services will be consolidated into and assumed by the ECC and in connection therewith five Hope Mills dispatchers will be transferred to and become COUNTY ECC employees, all as set forth herein.
2. The effective date of the consolidation shall be 12:01 a.m. on July 1, 2010.
3. The ECC shall assume and provide public safety and non-emergency dispatch services for the TOWN 24 hours a day 365 days a year. The ECC will operate as a single common recipient of notification of emergencies and calls for assistance, aid, and help from the general public, and as a dispatching center in response to such notifications. The ECC will provide the TOWN dispatch services with highly-trained, certified and/or credentialed 9-1-1 employees who strive to provide a quality, professional level of such services at all times. The day-to-day management and operation of the ECC shall continue to be under the supervision of, and conducted by, the COUNTY's Emergency Services Director who reports to the County Manager.
4. a. The TOWN shall pay the COUNTY, as compensation for the dispatch services to be provided hereunder, the amount of \$224,343.00 annually for the services described herein. Said compensation amount shall be subject to increase for each subsequent year at the rate of the annual Consumer Price Index increase as published by the United States Department of Labor for South Urban (Series ID CUUR0300SA0) for the period ending December 31 preceding the renewal period. The County Manager shall notify the Town Manager prior to May 15 of each year this Agreement is in effect of the projected compensation cost associated with this Agreement. The TOWN shall include such amount in its annual budget for the fiscal year commencing on the next July 1. The COUNTY shall invoice the TOWN quarterly for the cost of such compensation on each September 30, December 31, March 31, and June 30, which this Agreement is in effect and the TOWN shall remit payment to the COUNTY within 30 days of receipt of invoice. The maximum amount of increase for annual compensation shall not exceed two and one-half percent (2 1/2%) per year.

- b. If the Public Safety Sales Tax or equivalent providing additional revenue to the County Emergency Communication Center ("CECC") then the county will adjust the compensation paid by Hope Mills proportionally.
5. The dispatchers becoming COUNTY employees hereunder will be subject to the provisions of the COUNTY Personnel Ordinance, and the COUNTY's administrative policies effective on the date of the transfer to the COUNTY, and to all future amendments thereto.

Fair Labor Standards Act (FLSA):

Non-Exempt (Hourly): By accepting employment with the COUNTY, the dispatchers agree to accept compensatory time in lieu of cash compensation for overtime. The COUNTY reserves the right, however, to pay time and a half cash overtime at its discretion. Any of the dispatchers that have accrued compensatory or overtime entitlement prior to the effective date hereof shall be paid out by the TOWN prior to transferring to the COUNTY.

Exempt: The FLSA status of the dispatchers transferring to the COUNTY will be determined based on the County's classification.

Date of Hire and Date in Class: Date of hire will be assigned based on original date hired as an employee of the TOWN. Date in class will be the effective date of promotion/placement to position held at time of transfer to the COUNTY.

Promotions: The COUNTY will determine promotional eligibility for individuals transferred to the COUNTY in accordance with its administrative policies in effect at the time the individual is eligible for promotion.

Longevity: Longevity for pay purposes will be calculated based upon combined length of service as an employee of the TOWN and of the COUNTY, based upon the COUNTY's longevity pay policy in effect at the time the individual is eligible for longevity pay.

Performance Evaluation: Supervisors shall evaluate employees under his/her immediate supervision.

Pay: The dispatchers of the TOWN who are transferred to the COUNTY shall be paid a salary equivalent to that paid the same position in the COUNTY's pay plan. Employees whose base salary is at or above the minimum of the COUNTY's pay range shall retain their base salary. Employees whose salary is below the minimum of the COUNTY's pay range shall have their salaries increased to the new minimum.

Benefits: Upon the effective date of their transfer to the COUNTY, the dispatchers will be entitled to any and all benefits enjoyed by the COUNTY employees in accordance with existing eligibility requirements as follows:

Sick Leave: Sick leave accrued as of the effective date hereof shall be wholly transferable to the COUNTY.

Vacation Time: Annual leave accrued as of the effective date hereof shall be transferred in accordance with current COUNTY policies governing maximum vacation leave accumulation. All vacation time accrued in excess of maximum allowable accumulation will be converted and transferred into sick leave in accordance with existing COUNTY policy

Retirement System: All provisions for participation in the Local Governmental Employees' Retirement System will apply.

Flexible Spending Account: The dispatchers will be given the opportunity to elect to be enrolled in the COUNTY’s Flexible Spending Account effective on their date of transfer to the COUNTY.

Health: Health insurance eligibility will be effective on the date of transfer to the COUNTY subject to the terms of coverage and the impact of pre-existing conditions in effect on that date.

- 6. Either party may withdraw from this agreement by giving a twelve (12) month’s written notice of withdrawal by the party’s Manager to be effective as of June 30th of any year.
- 7. This agreement is subject to and shall be construed in accordance with the laws of North Carolina, and has been duly approved by both the TOWN and COUNTY.
- 8. The ECC will provide primary call-screening and police dispatch services through existing law enforcement call intake protocols.
- 9. Hope Mills Police units will be dispatched on the existing Hope Mills Police Department radio talk group channels used for patrol dispatch.
- 10. Any notice to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following address or to such other address as either party from time to time designates in writing to the other party for the receipt of notice:

TOWN:	COUNTY:
Town Manager	County Manager
5770 Rockfish Road	P.O. Box 1829
Hope Mills, N.C. 28348	Fayetteville, N.C. 28302

- 11. The parties may only amend this agreement by a writing approved by both boards and signed by their respective duly authorized representatives.

WITNESS the following signatures and seals all pursuant to authority duly granted, this the ____ day of _____, 2010.

BE IT RESOLVED, that pursuant to Article 20 of Chapter 160A of the General Statutes, the Board of Commissioners of Cumberland County does hereby ratify that agreement for an undertaking with the Town of Hope Mills for the consolidation of the emergency and non-emergency dispatch services of the Town and the County pursuant to the terms of the agreement executed by the Town on _____, 2010, and the County on _____, 2010, and as spread upon the minutes herein.

County Attorney Rick Moorefield advised that three issues which existed at the time of the request had been addressed and resolved to his satisfaction. Specifically, the CPI index has been clarified by the Town agreeing to increase the funding each year by the same percentage that the County does for COLA to employees, and adjustments have been determined for compensation if there is additional revenue to the Communications Center. These revisions will be made to the above Interlocal Agreement as presented. Commissioner Gilfus requested County Manager James Martin provide information on how this is related to the recommendations which came from the Public Safety Task Force regarding the consolidation of the 9-1-1 dispatch. Mr. Martin advised that this agreement implements one of the recommendations which came out of the Public Safety Task Force and the implementation is expected to begin on September 1, 2010. The Emergency Communications Center will operate as a single common recipient of notification of emergencies and calls for assistance, aid, and help from the general public, and as a

dispatching center in response to such notifications. Five positions will be transferred from the Town of Hope Mills to Cumberland County, with four employees being transferred and staff will be housed with the County's Emergency Communications Center. There is an expression of interest from the City of Fayetteville staff regarding similar participation, but space must be located for an area large enough for this consolidation. Information will be presented at the next Facilities Committee meeting regarding a site.

RECOMMENDATION: Approve the agreement to consolidate Hope Mills and County 9-1-1 Dispatch.

MOTION: Commissioner Melvin moved to approve as presented.

SECOND: Commissioner Council

VOTE: UNANIMOUS

4. Designation of a Voting Delegate for the NCACC Conference.

BACKGROUND: A designation of a voting delegate is required for the NCACC Conference behind held August 26-29, 2010.

PROPOSED ACTION: Appoint a voting delegate.

MOTION: Commissioner Faircloth moved to appoint Commissioner Kenneth Edge.

SECOND: Commissioner Gilfus

VOTE: UNANIMOUS

5. Nominations to Boards and Committees

A) Adult Care Home Community Advisory Committee (3 Vacancies)

Background: Terri Thomas resigned. Recommendation is for Mary Ann Ayars. Dell Caramanno resigned. Recommendation is for Mary Dillon. October Morales is unable to accept reappointment. Recommendation is for Rasheeda Reid.

Commissioner Council nominated Mary Ann Ayars, Mary Dillon and Rasheeda Reid.

B) Board of Adjustment (1 Vacancy)

Background: Horace Humphrey – former alternate member appointed as a regular member in June, 2010. Recommendation is for Ed Donaldson to serve as an alternate member.

Commissioner Keefe nominated Ed Donaldson.

C) Cumberland County Juvenile Crime Prevention Council (4 Vacancies)

Background: Beth A. Hall completing second term, not eligible for reappointment. Recommendation is for Sarita Mallard. Patrick Hurley resigned. Recommendations is for Matt Hurley. Polly Davis completed second term, not eligible for reappointment. Recommendation is for Tobias M. Dillard, Sr. Sarah Thomas completed second term, not eligible for reappointment. Recommendation is for Margarita Dostall.

Commissioner Council nominated Sarita Mallard (Juvenile Defense Attorney)
Matt Hurley (Non-Profit/United Way Rep)
Tobias M. Dillard, Sr. (At-Large Rep)
Margarita Dostall (At-Large Rep)

D) Cumberland County Local Emergency Planning Committee (2 Vacancies)

Background: At their June 21, 2010 meeting, the Board of Commissioners reappointed Doug Hewett to serve a second term. Mr. Hewett is unable to accept his reappointment. Recommendation is for Jackie Tuckey. Suzanne Rhors completing first term, but is moving and is unable to accept the appointment. Recommendation is for Andrew Moore.

Commissioner Edge nominated Jackie Tuckey (Print & Broadcast Media Rep)

E) Joint Appearance Commission (3 Vacancies)

Background: At their June 21, 2010 meeting, the Board of Commissioners reappointed Ken Arnold. Mr. Arnold is unable to accept the reappointment. Steve Hogan has resigned. Louis Gloston – completing second term, not eligible for reappointment.

Commissioner Gilfus nominated Steven Coleman, Christopher Mitchell and Randy A. Newsome.

Commissioner Council questioned whether the Joint Appearance Commission is still working on improving the gateways to the county. County Manager Martin stated he believed the Commission still has it on their agenda. Commissioner Council requested the Manager check on Hwy 301 gateways and determine whether assignments can be made for individuals providing community service hours.

F) Mid-Carolina Aging Advisory Committee (4 Vacancies)

Background: At their June 21, 2010 meeting, the Board of Commissioners reappointed Carolyn Owens, David V. McMillan and Daniel DeCriscio. The three appointees are unable to accept their reappointment.

Commissioner Gilfus nominated Beverly Davis Sanders and Lester Bussey for the Consumers Representatives.

Commissioner Council nominated Edna A. Cogdell and Marybeth Hicks for the Volunteers Representatives.

G) Nursing Home Advisory Board (1 Vacancy)

Background: Terri Thomas – resigned.

Commissioner Edge nominated Sonja Council.

6. Appointments to Boards and Committees

A) ABC Board- Appointment of Chairman

Background: Pursuant to North Carolina General Statutes, the Board of Commissioners shall appoint the Chairman of the ABC Board. The ABC Board recommends that Edward Maynor remain the Chairman for the 2010-2011 year.

Nominee: Edward Maynor (Reappointment)

MOTION: Commissioner Council moved to appoint Edward Maynor as the ABC Chairman.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS

B) Social Services Board

Background: On May 17, 2010, the Board of Commissioners nominated Marvin Rouse for reappointment.

Nominee: Marvin Rouse (Reappointment)

MOTION: Commissioner Edge moved to reappoint Marvin Rouse

SECOND: Commissioner King

DISCUSSION: Commissioner Edge, liaison to the Department of Social Services (DSS) board, advised there has been adverse publicity regarding the Department of Social Services. A newspaper Op Ed was submitted by the County Manager trying to educate the public on the county's role regarding personnel of DSS as well as some other county agencies. Employees of these boards are under the State Personnel Act and complaints regarding hiring, evaluations, reprimands or dismissal of these employees are handled by the board of directors of those agencies and not the County Commissioners. Commissioner Edge advised he was asked by the Board to extend an invitation to the DSS board to meet with them, but the DSS board chose not to meet with the Commissioners. At the direction of the Board of Commissioners, Chairman King and Commissioner Edge met with the DSS

board chair, Chet Oehme, and the vice chair, Marvin Rouse, which are the only two DSS board members appointed by the Board of Commissioners. During the meeting, Mr. Oehme and Mr. Rouse were told that the Board had concerns regarding numerous anonymous letters which had been received regarding the operations of DSS. Commissioner Edge provided background on Mr. Rouse and stated he is supporting his reappointment. Chairman King agreed that an open discussion was held and that concerns were voiced about allegations at DSS through anonymous letters and also supports Mr. Rouse's reappointment. County Attorney Moorefield confirmed for Commissioner Council that the appointment of two board members and establishing the budget for the county's portion of funding for DSS are the only legal responsibilities and controls exercised by the Board of Commissioners. Through further discussion regarding funding, it was stated that most of the county funding is matching funds for the various programs and some of these programs are mandated. Commissioner Keefe stated since there are issues, he feels the Commissioners have a responsibility to appoint members who will address the issues and he will not support the reappointment of Mr. Rouse. Commissioner Gilfus stated he feels a better job of communication is needed from the DSS Board to the public and to the Board of Commissioners and therefore he too will not be support the reappointment of Mr. Rouse. Commissioner Edge reminded the board the letters received were anonymous and no allegations have been substantiated. Commissioner Edge advised that he has seen many good things accomplished by the DSS board during his time as liaison for them.

VOTE: PASSED

Voting For – Commissioners Edge, King, Council, Faircloth, Melvin.

Voting Against – Commissioners Keefe and Gilfus

7. Closed Session A. Economic Development Matter
Pursuant to NCGS 143-318.11(a)(4).
- B. Employment Contracts Pursuant
to NCGS 143-318.11(a)(6).

MOTION: Commissioner Gilfus moved to go into Closed Session for the requested items.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS

Thereupon, the Board went into closed session.

Upon returning into open session, the following motions were made:

MOTION: Commissioner Gilfus moved to go into Open Session.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS

MOTION: Commissioner Edge moved to adjourn.

SECOND: Commissioner Council

VOTE: UNANIMOUS

There being no further business, the meeting adjourned at 10:50 a.m.

Approved with/without revision:

Respectfully submitted,

Marie Colgan
Clerk to the Board