

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JANUARY 19, 2016 – 6:45 PM  
117 DICK STREET, 1<sup>ST</sup> FLOOR, ROOM 118  
REGULAR/REZONING MEETING  
MINUTES

PRESENT: Commissioner Marshall Faircloth, Chairman  
Commissioner Glenn Adams, Vice Chairman  
Commissioner Jeannette Council  
Commissioner Kenneth Edge  
Commissioner Charles Evans  
Commissioner Jimmy Keefe  
Commissioner Larry Lancaster  
Amy Cannon, County Manager  
Melissa Cardinali, Assistant County Manager  
Tracy Jackson, Assistant County Manager  
Rick Moorefield, County Attorney  
Sally Shutt, Governmental Affairs Officer  
Vicki Evans, Finance Director  
Deborah Shaw, Budget Analyst  
Jeffrey Brown, Engineering and Infrastructure Director  
Candice H. White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Chairman Faircloth called the meeting to order and recognized Town Manager Tad Davis, Town of Spring Lake.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Edge provided the invocation followed by the Pledge of Allegiance to the American flag led by Abby Beam, first grade, W. H. Owen Elementary School.

PUBLIC COMMENT PERIOD (6:45 PM – 7:00 PM)

Amy Cannon, County Manager, read the public comment policy. Chairman Faircloth recognized the clerk to the board who advised there were no speakers.

Recognition of Outgoing Board Members: Mitchell Guy, Human Relations Commission  
Wayne Collier Jr., Farm Advisory Board

On behalf of the Board of Commissioners, Commissioner Evans recognized Mitchell Guy for his service on the Human Relations Commission and Wayne Collier, Jr. for his service on the Farm Advisory Board.

Recognition of 2015 Cumberland County Agricultural Hall of Fame Inductee: Mrs. Kay Bullard  
Mr. Gilbert Smith

On behalf of the Board of Commissioners, Commissioner Edge recognized Mrs. Kay Bullard as a 2015 Cumberland County Agricultural Hall of Fame inductee as follows:

Kay Blake Bullard describes herself as just a “farmer’s wife”; however, as a 2015 Inductee into the Cumberland County Agricultural Hall of fame, she is recognized as not only a farmer’s wife but also a farmer’s daughter, a farmer’s mother, and a champion for agriculture in our community. Kay’s early days were spent in Stedman NC where her father ran a Case tractor supply business. Instead of playing on swing sets Kay and her brother Vic played on the tobacco harvesters and tractors. When Kay was 11 her father bought a dairy farm in the Beaver Dam Community where her farming adventures began. Kay’s father, Burris Blake, and her brother Vic, were pioneers of conservation best management practices using no-till conservation techniques. Today her husband, Ray, and son Collins, continue to use these practices as they tend 1200 acres of farmland, where they produce corn, wheat, soybeans and raise hogs and turkeys.

Kay began her career with Cumberland County Soil and Water Conservation in 1999 when she was hired for a clerical position. Kay took this position and transformed it from an office management position to an Environmental Educator position, developing an agriculture conservation program that rivals none. As Kay learned from her father at a very young age the importance of being a good steward of the land, she was driven to share this knowledge as she educated our youth about the importance of conservation. She was instrumental in creating Conservation Educational lessons that were in-line with the NC education goals and objectives. These lessons could be delivered to students in a classroom setting and included topics from worms to pumpkins. It is safe to say that when Kay left a classroom, each child knew a little bit more about agriculture, our earth and our environment. Kay was instrumental in establishing the Area 7 Envirothon competition for public and home school students. The many hours of training and working with those youth led to many award winning teams. Through Kay's innovation, she essentially, transformed how Soil & Water serves our community in Cumberland County.

Kay retired from Soil & Water in 2013; however, continues to serve her community through volunteer service. She continues to be an active member of Macedonia Baptist Church where she has been the organist for 33 years, served as a Sunday school teacher, youth leader, and held other various leadership positions. Kay is the proud wife of Ray Bullard, proud mother of Collins and Melissa, and proud grandma to three beautiful grandsons, Garrett, Jack, and William.

On behalf of the Board of Commissioners, Commissioner Edge recognized Mr. Gilbert "Gip" Smith as a 2015 Cumberland County Agricultural Hall of Fame inductee as follows:

River Road has been Gilbert Smith's home since 1937 when his family moved from Sampson County to a farm on the eastern side of the Cape Fear River in Cumberland County. His Silverado pick-up truck is a familiar sight along the winding road and this week the 85-year-old has been busy harvesting soybeans -- just as he has done every November for decades. There were 11 children in the Smith family. Gilbert was number 10 and the youngest of six boys. His brothers and sisters called him "Gip," and he was 20 years old when his father, S.O. Smith Sr., died, leaving his youngest son to run the farm operation and bring in his first crop without his father's guidance. He served two years in the U.S. Army and was stationed in Baumholder, Germany. He returned to the family farm along River Road in 1955 and never left. "I decided then I was going to be a farmer and be a good one," he said.

Over six decades, he has grown tobacco, soybeans, corn, wheat and other row crops on his properties in Cumberland, Duplin and Sampson counties and raised hogs and cows. He partnered with his brother Woodrow on farms in Duplin and Sampson counties and with his brother John on row crops in Cumberland County. John Smith was inducted into the Cumberland County Agricultural Hall of Fame in 2002.

Gilbert Smith started in the cattle business by feeding 40 to 50 head at his barn and then expanded the "M.G. Smith Farms" operation in 1970 when he built a feedlot on River Road that would hold up to 400 beef cattle. The feedlot business thrived and "M.G. Smith Farms" cows were shipped to packing companies in North Carolina, Alabama, Georgia, Florida and beyond. During this time, he was also farming approximately 1,200 acres. Over the years, Mr. Smith has downsized his farm operations, but he still continues to have cows, grow row crops and clear land with his backhoe.

Mr. Smith has provided guidance and assistance to many farmers, cattlemen and others over the years. He and his wife, Janie, have been married 58 years. They have three children and five grandchildren.

Recognition of 2015 Cumberland County Young Farmer of the Year: William Canady

On behalf of the Board of Commissioners, Commissioner Edge recognized William Earnest Canady as the 2015 Cumberland County Young Farmer of the Year as follows:

Following the tradition of his family, William Ernest Canady is a fifth generation farmer. He farms in the Grays Creek community of Cumberland County, alongside his father, Ernest Canady. William farms over 500 acres of corn, soybeans, and hay while also employed full-time with the NC Forestry Service as a Forest Fire Equipment Operator. Additionally, William has livestock, to include: cows and hogs, and raises seasonal items, such as produce and pumpkins.

William is a graduate of South View High School where he participated in the FFA program. He also attended Southeastern Community College. He is married and he and his wife Linda have two children, Corbin and Carly. William is very active in his church and serves as a Deacon. He has also served as a volunteer fire fighter in his community.

William can best be described as a young man that works all day and farms all night.

1. Presentation and Update on the Cape Fear Valley Health System by Mr. Mike Nagowski, Chief Executive Officer

Ms. Cannon recognized Mike Nagowski, Cape Fear Valley Health System Chief Executive Office, who stated growth comes in many forms so the focus of his presentation will be about the growth in the quality of patient care and not the physical growth of the health system. Mr. Nagowski provided the following presentation focused on the Leapfrog Survey, US News and World Report and the Joint Commission and what they say about Cape Fear Valley Health System.

#### 2015 Leapfrog Survey by the Leapfrog Group

The Leapfrog Hospital Survey is the gold standard for comparing hospitals' performance on the national standards of safety, quality, and efficiency that are most relevant to consumers and purchasers of care. The survey is the only nationally standardized and endorsed set of measures that captures hospital performance in patient safety, quality and resource utilization.

Hospitals that participate in the Leapfrog Hospital Survey achieve hospital-wide improvements that translate into millions of lives and dollars saved. Leapfrog's purchaser members use Survey results to inform their employees and purchasing strategies. In 2014, 1,501 hospitals across the country completed The Leapfrog Hospital Survey.

Leapfrog's Hospital Safety Score® assigns A, B, C, D and F grades to more than 2,500 U.S. hospitals based on their ability to prevent errors, accidents, injuries and infections. The Hospital Safety Score is calculated by top patient safety experts, peer-reviewed, fully transparent and free to the public.

#### What is the Leapfrog Hospital Safety Score?

- Gold standard for patient safety.
- It is the first and only hospital safety rating to be peer-reviewed in the Journal of Patient Safety.

#### Hospital Safety Score

- Uses 28 measures of publicly available hospital safety data to produce a single score of A, B, C, D, E or F.
- The score represents a hospital's overall capacity to keep patients free from preventable harm.

#### Regional Leapfrog Results – North Carolina – October 2015

B – Carolinas Medical Center  
A – Duke University Hospital  
C – First Health: Moore Regional  
A – Mission: St. Joseph's Health  
A – New Hanover Regional MC  
B – Novant Health: Forsyth MC

C – Sampson Regional MC  
C – Southeastern Regional MC  
C – University of NC Hospitals: UNC  
C – Vidant Medical Center  
B – Wake Forest Baptist MCV  
B – WakeMed Raleigh Campus

## US News and World Reports: NC – November 2015

Cape Fear Valley Health tops the list of Best Hospitals in N. C. with five awards. Only two other hospitals in North Carolina earned the same ranking as Cape Fear Valley Health.

### Top Performer by the Joint Commission

Cape Fear Valley has been recognized as a top performer in four areas: heart attack, heart failure, pneumonia and surgical care by the Joint Commission, (an independent organization that accredits and certified more than 20,500 healthcare organizations across the nation). Less than 25% of hospitals identified as a top performer.

### Fayetteville Observer Reader's Choice Awards

Cape Fear Valley Health tops the list of Best Place to Work in 2015 in the Reader's Choice Awards.

Mr. Nagowski concluded his presentation by stating Cape Fear Valley Health is extremely proud of the health care it provides for the Cumberland County community and its commitment to the region is that it will continue to grow not only facilities, but also the quality of care.

Chairman Faircloth thanked Mr. Nagowski for his presentation and recognized Breeden Blackwell, Cape Fear Valley Health System Director of Government Relations and former County Commissioner.

2. Presentation on the 2015 Ozone Advance Action Plan Report by Ms. Hanah Ehrenreich, Executive Director and Lexi Woschkolup, Air Quality Coordinator of Sustainable Sandhills

### BACKGROUND:

This is the annual EPA report for Cumberland County. The Fayetteville Area Metropolitan Planning Organization (FAMPO) has partnered with Sustainable Sandhills to provide services that will aid in maintaining healthy ozone levels at or below EPA standards. Sustainable Sandhills has worked diligently with the Air Quality Stakeholders Committee to help facilitate the air quality work for the Fayetteville Metropolitan Area.

### RECOMMENDATION/PROPOSED ACTION:

No action needed.

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Ms. Cannon recognized Hanah Ehrenreich, Sustainable Sandhills Executive Director, who provided the following PowerPoint presentation:

### Ozone Advance Action Plan 2015

#### Introduction:

- The Ozone Advance Action Plan is a collaborative between the Environmental Protection Agency (EPA), states, tribes, and local government.
- The program encourages expedition emission reductions in ozone attainment areas to help these areas continue to meet the National Ambient Air Quality Standards (NAAQS) for ground level ozone.
- The Ozone Advance Action Plan is distinct from the Early Action Compact (EAC) in that it focuses on attainment areas, and it does not provide regulatory flexibility in the form of deferred designations or otherwise. The programs are similar, however, in terms of their encouragement of early actions to reduce ozone precursors, and the development of stakeholder groups.

#### Background:

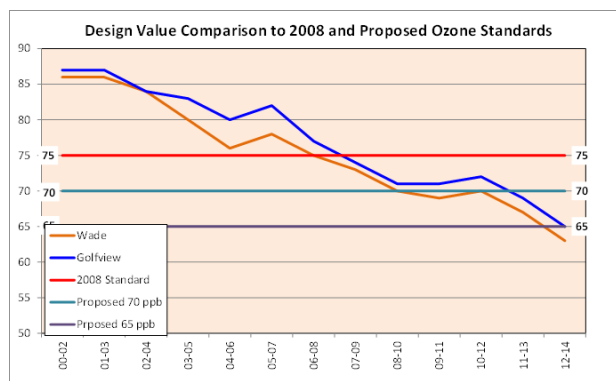
- The Clean Air Act (CAA), as amended in 1990, is the most recent version of a law first passed in 1970. The 1990 Amendment made some major changes in the Act, by empowering the EPA to set up permitting and enforcing programs for larger sources that release pollutants into the air.
- In 2002, the EPA proposed a new program: the Early Action Compact (EAC), to areas in the country that would meet certain criteria. Each participating area was to have an EAC

Memorandum of Agreement signed by December 31, 2002. The Chairman of Cumberland County Board of Commissioners originally signed the EAC Memorandum of Agreement on December 13, 2002.

- Milestones set by the EPA were met by Cumberland County resulting in designation as an Ozone Attainment Area in April 2008. Ground level ozone standards were changed once more in 2009 and set at 0.07 parts per million (ppm)
- The Cumberland County Air Quality Stakeholders Committee, which was formed as a part of the EAC, now meets every other month ten years after first assembling to review and promote air quality improvement strategies.
- As a former EAC Region this area decided it was advantageous to participate in this program and the Cumberland County Board of Commissioners approved participation in the Ozone Advance (OA) Program to continue the efforts initiated in 2002.
- The Stakeholders' committee is supported by the Combined Air Team (CombAT) that includes members of Cumberland County, City of Fayetteville, Fayetteville State University, Public Works Commission (PWC), Fayetteville Area System of Transit (FAST), the Fort Bragg Air Team, and is coordinated by the community environmental non-profit, Sustainable Sandhills.
- The Public Involvement doesn't end with the Stakeholders. An aggressive process of education and outreach into the community has been documented since the beginning of this endeavor, to include the involvement of the Public School Systems (Cumberland County and Fort Bragg), utility providers, the Plant Managers Association, and any other Organization requesting presentations.

#### Air Quality Values:

- When the EAC Plan was put into action a little over a decade ago, Cumberland County's ground-level ozone standards were monitored at 0.80 parts per million (PPM).
- In the 10+ years that the Air Quality Stakeholders committee has been established, through it's proactive commitment, Cumberland County has continued to meeting the ever changing federal national ambient air quality standards set by the EPA and as of October 5, 2015 it's ground level ozone levels were monitored at 0.061 PPM. Placing Cumberland County under the national standard of 0.07 PPM



#### Control Measures:

- Several control measures are already in place and being implemented as part of the EAC Plan for Cumberland County, which continues to focus on reductions in point, highway mobile, and non-road mobile source emissions.
- Fort Bragg Military Reservation continues to implement strategies to meet its sustainability goals, to include zero waste, construction of US Green Building Council LEED certified buildings, transportation multi-modal choices, and reforestation.
- Retrofitted and new municipal buildings still include white/light roofing and are periodically inspected, through the energy saving guarantee program, to verify that they still meet energy efficiency goals.
- The Ozone Advance Action Plan contains control measure strategies indicating several new and ongoing techniques that will be used locally to reduce ozone precursors.
- Strategies marked "Ongoing" continue to serve the objectives of reducing ozone levels, and many strategies may be communicated as they develop further.

#### Strategies:

##### Awareness

Air Quality Poster Contest- The Clean Air Poster contest is run by Sustainable Sandhills and FAMPO for the last 12 years and is an annual contest held for the Cumberland

County School District and was extended to more of FAMPO's service areas such as Hoke County, Robeson County, and Harnett County. There were 692 entries for the 2015 calendar contest and 671 entries for the previous year. There are plans for the 2016 calendar to introduce the contest earlier to engage more participation.

#### Energy Reduction

Thermal Energy Storage-One of Fort Bragg's many strategies that works to chill stored water during the evening when energy prices are lowest. The strategy has been implemented and continues to run thermal energy storage tanks for the chilled water. Energy used has been moved from peak hours to off-peak hours for 6 to 8 hours a day, and 4 to 6 hours of the day it is in circulation mode for the civilian housing and government buildings.

#### Land Use

Creation of Tree Bank- Another of Fort Bragg's strategies. A tree mitigation plan that requires Fort Bragg to replant trees that were removed during construction or provide funding for replanting if impossible on site. This strategy guarantees no deficit tree loss and continues to protect the Long Leaf Pine tree habitats by continuously replanting trees where and when Fort Bragg can after planned burnings and construction on any land clearly owned by Fort Bragg.

Ms. Ehrenreich reported Cumberland County is in attainment and has been in attainment and below standards since 2010. Ms. Ehrenreich stated the new standards are 70 PPM and Cumberland County averages 61-65 PPM. Ms. Ehrenreich stated the Ozone Action Advance Plan will move forward as a program, standards and attainment will continue to be met per the EPA's regulation and Cumberland County is doing a great job at reducing omissions and keeping its eye on the ball which is a breathable healthy future.

Ms. Cannon requested an addition to the agenda of a closed session for Economic Development Matter(s) pursuant to NCGS 143-318.11(a)(4) as Item 10.A.

### 3. Approval of Agenda

MOTION: Commissioner Adams moved to approve the agenda with the addition of a closed session for Economic Development Matter(s) pursuant to NCGS 143-318.11(a)(4) as Item 10.A.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (7-0)

### 4. Consent Agenda

A. Approval of minutes for the January 4, 2016 regular meeting

B. Approval of Destruction of Planning & Inspection Department Records

#### BACKGROUND:

In accordance with the Records Retention and Disposition Schedule dated April 1, 2006, the request is for permission to destroy records dated prior to January 1, 2010 on or before March 31, 2016. The maximum time period required to maintain records is six years. This request will allow records to be destroyed that are no longer useful. Records to be destroyed are as follows:

1. Permit Files: Included are Applications for Building, Electrical, Plumbing, Mechanical, Insulation, Demolition, Relocation, and Zoning Permits, Permits Issued, Work Tickets, Certificates of Occupancy, Blueprints and Specifications and related correspondence.
2. Minimum Housing, Junk Vehicle and Zoning Code Enforcement Files.
3. Activity Reports: This file consists of information compiled for the U.S. Bureau of the Census, reports of money collected for permit fees, inspections performed, and permits issued.
4. Correspondence/Memorandums.

Exceptions:

- A. Any record required to be retained permanently or for the life of the structure.
- B. Records, if any, related to any ongoing litigation.

RECOMMENDATION/PROPOSED ACTION:

Request permission to destroy records in accordance with the Records Retention and Disposition Schedule dated April 1, 2006.

- C. Approval to Increase the Number of Commissioner Appointees to Each of the Commissioner Committees from Three to Four

BACKGROUND:

The Board of Commissioners created the Facilities, Finance and Policy Committees by a resolution which established three commissioners to be appointed by the Chair as the membership of each committee. Chairman Faircloth has requested that the number of members of each of these committees be increased to four and he has appointed four members to those committees for 2016. The number of commissioner appointees is entirely discretionary with the Board of Commissioners because the committees are distinct public bodies subject to the open meetings law to the same extent as the Board of Commissioners.

RECOMMENDATION/PROPOSED ACTION:

County attorney recommends the Board approve the request of Chairman Faircloth by adopting the following resolution:

Be it hereby resolved that the number of commissioner appointees to the Facilities, Finance and Policy Committees is increased from three to four.

Be it further resolved that the action by Chairman Faircloth in appointing four members to each of these committees for the terms commencing upon his election as Chair, is hereby ratified.

- D. Approval of Tourism Development Authority Report of Receipts and Expenditures as of December 31, 2015

During the first half of fiscal year 2016 the Occupancy Tax netted \$2,790,404.78 in revenue.

These funds have been distributed as follows:

Cumberland County Crown Coliseum	\$	697,601.21
Fayetteville Area Visitors and Convention Bureau		1,278,935.52
Arts Council of Fayetteville		697,601.21
TDA Discretionary Funds		116,266.84
Total	\$	2,790,404.78

During the first 2 quarters, the TDA obligated funds for the following projects:

Communities in Schools - "When Pigs Fly BBQ Cookoff"	\$	24,940.00
Junior League of Fayetteville - Holly Day Fair		25,000.00
Spring Lake Chamber of Commerce		5,000.00
MWR- All American Marathon 2016		25,000.00
Fayetteville Urban Ministry - Duck Derby		15,000.00
Fayetteville Dogwood Festival		25,000.00
WE-DO Productions		25,000.00
Methodist University - McCune Art Gallery		25,000.00
Fayetteville State University - Homecoming		5,000.00
Fayetteville-Cumberland County Chamber of Commerce		6,060.00
Exclusive Sports Marketing - Halloween Marathon		15,000.00
Hope Mills Chamber of Commerce		5,500.00
Cape Fear Botanical Garden		25,000.00
Total	\$	226,500.00

- E. Approval of Offer of Dezmon Monroe to Purchase Lot 104, Plat Book 20, Section I, Savoy Heights Subdivision, Ashley Street, Fayetteville

**BACKGROUND:**

The county acquired six parcels of real property by a single tax foreclosure in 2012. The amount of the foreclosure judgment was prorated among the six parcels in proportion to the tax value of each parcel. Desmon Monroe has made an offer to purchase only one of these parcels, being Lot 104, Plat Book 20 at page 21, Section I, Savoy Heights Subdivision, for \$323. That is the total amount of the foreclosure judgment prorated to this parcel. Based on the County GIS mapping system and tax records, there is no structure on this parcel. It is a lot with dimensions of 60' x 168' with a tax value of \$3,500 and is zoned MR5 by the City of Fayetteville.

If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269.

**RECOMMENDATION/PROPOSED ACTION:**

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

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

Take notice that the Board of Commissioners finds the following real property not needed for governmental purposes and proposes to accept an offer to purchase Lot 104, Plat Book 20 at page 21, Section I, Savoy Heights Subdivision, PIN 0437-12-4190, for \$323. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

- F. Approval of Offer to Purchase Certain Real Property Located at 316 McIver Street, Fayetteville

**BACKGROUND:**

On December 21, 2015, the Board adopted a resolution of its intent to accept the offer of Destiny Worship Center (NC), a North Carolina non-profit corporation, to purchase the property with PIN 0437-23-6252 located at 316 McIver Street, Fayetteville, for a purchase price of \$7,395.26. Based on GIS mapping and the tax department, the property is a vacant residential lot with a tax value of \$17,255.00.

The property was sold subject to the upset bid process of G. S. § 160A-269. Notice of the proposed sale was advertised in the *Fayetteville Observer* December 28, 2015. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the county's receipt of the balance of the purchase price.

- G. Approval of Offer to Purchase Certain Real Property Located at 1320 Ramsey Street, Fayetteville, and Being Lot 30, Plat Book 11, Page 68

**BACKGROUND:**

On December 21, 2015, the Board adopted a resolution of its intent to accept the offer of Mark Anthony Scott to purchase the property with PIN 0438-52-6763 located at 1320 Ramsey Street, Fayetteville, for a purchase price of \$7,205.97. Based on GIS mapping



and the tax records, the property is a vacant lot with O&I zoning and a tax value of \$31,144.00.

The property was sold subject to the upset bid process of G. S. § 160A-269. Notice of the proposed sale was advertised in the *Fayetteville Observer* December, 2015. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the county's receipt of the balance of the purchase price.

**H. Approval of Cumberland County Facilities Committee Report and Recommendations:**

- 1) Employment Source, Inc. to Perform Capital Improvements on Leased Property

**BACKGROUND:**

Employment Source, Inc. is a 501(c) (3) nonprofit organization that leases property owned by Cumberland County located at 600 Ames Street. This property consists of multiple buildings located on a 12.96 acre tract. This organization provides employment, training, habilitation, and support services to individuals with disabilities. Employment Source, Inc. entered into a ten year lease with Cumberland County in April of 2012. A condition of the lease requires Employment Source, Inc. to notify the County Manager of any proposed alterations or improvements in which the County Manager shall approve in writing prior to the work commencing. Employment Source, Inc. is responsible for the entire cost of any improvements or alterations to the property.

On December 17, 2015, the Engineering & Infrastructure Director received a written request from representatives of Employment Source, Inc. with a list of proposed improvements that they would like the County's permission to complete. This list has been reviewed by Engineering & Infrastructure staff and feels that the proposed improvements/alterations will have no negative impact on the property.

This was presented to the Facilities Committee on December 3<sup>rd</sup>.

**RECOMMENDATION/PROPOSED ACTION:**

Staff along with the Facilities Committee recommends that the Board of Commissioners approve Employment Source, Inc. to move forward with the proposed improvements/alterations outlined in their written request dated December 17, 2015 under the oversight of the County's Engineering & Infrastructure Director.

The list provided by Employment Source, Inc. includes the following proposed improvements/alterations:

- Fence line clearing – entire property
  - Remove all vegetation growing in fence lines
    - This will involve both manual and chemical removal. The General Manager of the Fort Bragg Ground Service Team is licensed as a certified pesticide applicator.
    - Chemicals will not be applied where drainage could enter the creek.
  - Remove trees within 3-10 feet of the fence line, where the main trunk of the tree has either grown over or fallen over the fence.
  - Trim all tree limbs that have grown over the fence line.
- Erosion at creek area
  - Once fence line is cleared, check closely for erosion creeping to fence line.
  - Build small swale from black top at rear parking lot to fence line (approximately 4') and place rip rap to help drain run off from lot to creek.

NOTE: Other erosion methods may be necessary if major issues are found.

- Back area by barn
  - Large sink holes to be filled in and leveled.
  - Would like permission to remove the barn, as it is in poor shape and unsafe. The block is cracking and the foundation is unsafe.

- Tennis court inside fence to be removed
  - Left back area at Training Center
    - Thin out/remove trees to open area up (for visibility/safety concerns)
  - Parking lot
    - Would like permission to repair the parking lot area. The concrete has significantly cracked and poses a safety hazard to employees and visitors. Would like to remove the broken concrete and replace with asphalt.
    - Would like to replace the broken concrete with asphalt.
- I. Approval of Cumberland County Finance Committee Report and Recommendations:
- 1) Intergovernmental Support Agreement Between Cumberland County and Fort Bragg for Animal Control Services

**BACKGROUND:**

Fort Bragg is seeking to enter into an Intergovernmental Support Agreement (IGSA) with Cumberland County for the provision of Animal Control services on post. Federal law authorizes the Department of Defense to enter into an IGSA on a sole-source basis with a state or local government in order to receive installation support services.

The agreement as recorded below was developed after several meetings between Fort Bragg and County officials to discuss services, costs and procedures.

**RECOMMENDATION/PROPOSED ACTION:**

The agreement was approved by unanimous vote of the Finance Committee at its January 7, 2016, meeting. Legal recommends that general liability coverage be obtained for animal control field operations due to the proprietary nature of the agreement services.

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)  
BETWEEN THE  
UNITED STATES  
AND  
CUMBERLAND COUNTY, NC

FORT BRAGG ANIMAL CONTROL SERVICES  
ORDER # BRAG-IGSA-16-

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Cumberland County, NC (hereafter COUNTY is used for brevity throughout this model) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA Agreements Officers (hereafter Agreements Officer) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the COUNTY, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

**RESPONSIBILITIES OF THE PARTIES:**

The COUNTY shall perform the installation support services as stated in this IGSA. The term “installation support services” only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in COUNTY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall COUNTY employees or contractors be deemed federal employees. If the COUNTY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the COUNTY and its employees.) Employees of the United States may not perform services for or on behalf of the COUNTY without the approval of the Agreements Officer.

**SUMMARY OF SERVICES AND PRICE:**

In consideration for the services to be provided by the COUNTY, the United States agrees to pay the COUNTY in accordance with the following amounts:

1<sup>st</sup> year: Services

Service	Quantity	Unit	Unit Price	Total
Non-productive Dispatch	673	EA	\$96.00	\$64,608
Productive Dispatch	673	EA	\$223.00	\$150,079
Surrendered Animals to Cumberland County Facility	226	EA	\$30.00	\$6,780
10 Day Quarantine (Partial 7 Days)	Owner, if known is responsible for this cost	EA	\$120.00	

\*Note: Totals are based on historical estimates. Actual services performed will be submitted via monthly invoice utilizing unit prices above.

**TERM OF AGREEMENT:**

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The Agreements Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

**PAYMENT:** The United States shall pay the COUNTY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The COUNTY shall not include any State or Local taxes in the prices it charges the United States unless approved by the Agreements Officer in advance. The County shall electronically submit invoices or payment requests to the Government’s Coordination Representative (CR) and the Agreements Officer. The Agreements Officer will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

Payment will be made by the CR through the General Fund Enterprise Business System (GFEBS). Rates may only be adjusted upon 90 days written notice to the CR and the Agreements Officer. If the CR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the Agreements Officer.

**OPEN COMMUNICATIONS AND QUALITY CONTROL:** The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The COUNTY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the COUNTY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the COUNTY.

**INSPECTION OF SERVICES:** The COUNTY will only tender services and goods in conformance with the IGSA. The Fort Bragg Garrison Commander shall appoint a CR who will be responsible for inspecting all services performed. The COUNTY will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the CR determines that services do not conform to the requirements in Agreement, the CR can require the COUNTY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

If the COUNTY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the COUNTY’s performance, the County shall promptly notify the CR.

In those rare instances in which the COUNTY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the COUNTY. Except in an emergency, the

United States will not exercise this authority without providing prior notice to the POC designated by the COUNTY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the CR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the COUNTY POC identified in this agreement.

**TERMINATION:** The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the Agreements Officer of the termination, the COUNTY shall immediately stop all work. The government will pay the COUNTY a percentage of the agreed price reflecting the percentage of work performed to the notice. The COUNTY shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**SUSPENSION OF AGREEMENT:** The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

**APPLICABLE LAW:** The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

**CLAIMS AND DISPUTES:** The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The CR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the CR or the COUNTY may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a COUNTY representative to discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

If the COUNTY is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the COUNTY must be coordinated with the Agreements Officer.

As part of its appeal, the COUNTY may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination.

**NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:**

The POCs for issues pertaining to this IGSA are as follows:

For the United States, the CR or his designated representative.

For the COUNTY: The Animal Control Director and Governmental Affairs Officer

Unless otherwise specified, all notices under this Agree shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the Agreements Officer in order to be effective.

**DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:** The COUNTY shall conduct a visit of the installation with the CR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The COUNTY shall prepare an accident avoidance plan and plan to protect Government property on the installation. The County shall take measures to protect and not damage any property of the United States during performance of services. Should the COUNTY damage such property, the COUNTY may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the County does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the COUNTY each month. The CR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

**CONTINUITY OF SERVICES:** The County recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the County agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

**WAGES AND LABOR LAW PROVISIONS:** These provisions apply to the COUNTY and any contractor performing services under this IGSA on behalf of the COUNTY. The COUNTY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the COUNTY, and complies with all applicable COUNTY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The COUNTY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the COUNTY has knowledge that any actual or potential labor dispute by its

employees may delay or threaten to delay performance of the contract, the COUNTY shall immediately notify the CR and the Agreements Officer. The COUNTY shall provide timely updates until the dispute is resolved.

**NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:** This provision applies to COUNTY and its contractors. The COUNTY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The COUNTY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The COUNTY shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

**TRANSFERABILITY:** This Agreement is not transferable except with the written authorization of the Agreements Officer.

**ACTIONS OF DESIGNEES:** Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the Agreements Officer.

#### **ATTACHMENT 1: PERFORMANCE WORK STATEMENT**

Scope. Provide animal control services on the Fort Bragg cantonment area to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. Animal control services will ensure that stray animals are controlled on the installation to prevent damage to government property and affect mission accomplishment.

##### **1. Basic Services.**

1.1 The COUNTY shall on “request for services”, proceed to the specified area on the Fort Bragg cantonment area and portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is located in Harnett County. The COUNTY shall impound all domestic animals observed as a stray animal as dispatched for. The COUNTY shall transport live captured domestic animals to the Cumberland County Animal Control Shelter or any other premises operated by another entity with which the COUNTY contracts for such purposes. Personnel who are directly involved in capturing and impounding domestic animals will maintain communications with the Fort Bragg Provost Marshal Office via cellular telephone. The key word is “domestic” as all urban wild life is the responsibility of the DPW Wildlife Branch. The COUNTY will not be responsible for removing and/or disposing of dead animals found on Fort Bragg.

1.2 The COUNTY shall be dispatched for a request for service on Fort Bragg by the Fort Bragg Directorate of Emergency Services Integrated 911 Center (FB 911) when domestic animal control issues arise. The COUNTY shall be available to receive and respond to “request for service” 24 hours per day, 7 days a week to include weekends and holidays.

##### **2. STRAY AND FERAL ANIMALS**

2.1. During a request for service, the COUNTY shall impound, in a humane manner, all stray domestic and feral animals and transport them to the COUNTY Animal Control Facility.

2.2. The COUNTY shall receive telephonic calls from the FB 911 center to impound domestic animals that have been observed or reported as a stray or feral animal. The COUNTY shall proceed to the specified location according to the call priority standards stated in section 5. of this document. All stray and feral animals captured will be taken to the COUNTY Animal Shelter or any designated facility operated by COUNTY for the purpose of sheltering animals.

2.3. An Animal Control Officer (ACO), upon receiving any animal for impoundment, shall record the description, breed, color, sex, and microchip of the animal and the date and time of impoundment. If the animal is microchipped or if the owner is known, the officer shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, the Animal Control Department shall telephone the appropriate microchip company (<http://www.petmicrochiplookup.org/> or see attachment). If the owner is identified, the Animal Control Department will contact the owner. If unsuccessful in attempting to telephone the owner, the ACO will notify the Fort Bragg Veterinary Technician on call (910)988-8002.

2.4. Unless the animal is reclaimed within 72 hours after entering the shelter, Sundays and federal and COUNTY-observed holidays excluded, the animal may be adopted or humanely disposed of by the Department’s shelter. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the Fort Bragg Veterinary office.

2.5. Animals that are reclaimed and reside on Fort Bragg property must meet the requirements of the Fort Bragg Regulation 40-5 before returning to housing. This is done at the owner’s expense.

Requirements for dogs: microchip; up to date rabies, distemper, hepatitis, parainfluenza, and parvovirus (DHPP) vaccines; heartworm test annually, on current heartworm preventive; annual fecal exam for intestinal parasites.

Requirements for cats: microchip; up to date rabies, rhinotracheitis, calicivirus, and panleukopenia (FVRCP) vaccines; outdoor cats up to date on feline leukemia (FeLV) vaccine; annual exam for intestinal parasites.

2.6. Any animal which comes into possession of the Department’s shelter which is seriously injured, sick or exhibiting symptoms of contagious disease shall be humanely euthanized by the shelter personnel without waiting for the 72 expiration period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall contact the animal’s owner, if known, to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within two days of such notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the shelter personnel. The shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the shelter, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition and description of such animal. Upon observation that a domestic animal, which has been impounded, displays signs of injury, illness, or any other trauma that indicates the domestic animal is in need of immediate medical attention, the COUNTY shall immediately notify the Fort Bragg Animal Health Technician at (910-396-9120).

2.7. If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous domestic animal, or a domestic animal as to which there is reasonable suspicion to believe is potentially dangerous, such animal is not securely restrained and an ACO or a military law enforcement officer has reasonable cause to believe the animal poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such

domestic animal immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said domestic animal.

2.8. Upon being notified of an area being frequented by stray domestic animals, the COUNTY after exhausting all available capture measures and methods except trapping shall coordinate with DES and DPW to place traps that are specifically designed for the humane capture of domestic animals. DPW pest control shall check all traps at least twice a day to ensure that no trapped animal is subject to extreme weather conditions, lack of food/water, or any adverse conditions that could cause harm or injury to the trapped animal. DPW pest control will be responsible for restocking the trap with fresh food. Wild animals that are captured in traps will be released in the woods by DPW wildlife. Upon capture of a stray domestic animal in a trap, ACO will be notified to collect and transport to COUNTY Animal Shelter.

3. QUARANTINE PROCEDURES / ANIMALS INVOLVED IN BITES 3. Stray animals involved in bites to humans or other animals will be quarantined for 10 days from the initial bite incident. Determination of where the animal will be quarantined rest with the VETCEN. Stray animals whose owner cannot be identified will be taken to County Animal Shelter and become the property of County and are counted as a productive capture.

3.1 Owned animals, in the custody of their owner, involved in a bite or scratch to a human must be presented to the VETCEN by the owner within one business day following the incident to receive an initial quarantine examination. It is the Installation veterinarian's discretion to authorize a 10 day home quarantine or 10 day quarantine at the COUNTY animal control center.

3.2. Owned animals authorized home quarantine will be released to the owner following the initial quarantine examination and confined to their own home and yard. Animals under quarantine should have no contact with outside animals. These pets should not be taken to dog parks, boarding facilities, groomers, or other places where they can contact outside animals. At the end of the ten day quarantine, the animal must be presented to the VETCEN for a follow-up examination and will be released to the owner depending on the results of the examination.

3.3 Owned animals on Fort Bragg property involved in a bite or scratch to a human or another animal that are not granted in-home quarantine will be transported by the owner or COUNTY ACO to COUNTY animal control center to be quarantined. Animals transported by owner must be accompanied by a referral memorandum for record (MFR) from VETCEN. This quarantine will be at the expense of the owner. Animals will receive an initial examination upon entering quarantine. Animals will be confined to an isolated area away from other animals. At the end of the 10 day quarantine, the animal will be examined again and may be released to the owner depending on the results of the examination. All fees associated with the examination, vaccination, and care of quarantined animals will be at the expense of the owner.

4. Surrender of Pets by Owners.

4.1 The COUNTY may accept the surrender of pets by their owners subject to the availability of space in the shelter. Only owners residing in Fort Bragg family housing are eligible to surrender pets under this IGSA. The COUNTY will verify the owners' residency based on presentation of a signed MFR from VETCEN before accepting any animals. After the three working day holding period, impounded animals surrendered by owners that have not been reclaimed shall be placed for adoption or otherwise disposed of in a humane manner and as required by law. A healthy animal may be retained for an additional period for the purpose of adoption or transferred to an approved local animal adoption or rescue agency at no additional cost to United States.

#### 5. CALL PRIORITY

##### Priority 1 (Purple) Need an ACO to respond to this call NOW

Person in Danger

Aggressive Animal (currently charging or loose, dangerous dog at large)

Assist Law Enforcement or another ACO

Possible Rabies Exposure (pet fought with raccoon, etc.)

Animal Bites (Including AOA)

Severely Injured or Sick Animal (HBC, bleeding, broken bones, etc.)

Animal on School Property during school hours Extreme or Gross Cruelty/Neglect (close to death, no shelter in freezing temps, being beaten, inside hot car)

##### Priority 2 (Gold) Need an ACO to go ASAP

Animal Bites (24 hrs or older)

Neglect (suspect animal may be in danger)

Animal on Business Property

Animal on Animal Attack (24 hours or older)

Injured or Sick Animal, not severe

##### Priority 3 (Green) Need ACO to Complete by End of Shift

Stray Confined Bite Follow Ups

Animal in Trap (personal or CCAC trap) Check Conditions

Animal on Animal Attack(over 48 hours old) Abandonments

Selling or giving away animals on public property Stray Open Yard

##### Priority 4 or 5 (Black) Normal Routine Calls to be Completed no more than 24 hrs after request

Advise Leash Law, Check tags, tethering, barking Stray Roams

Recheck conditions

Owner Surrenders

Trap Requests

Deliveries/ Fueling/CMF/Transporting Animals

#### ATTACHMENT 2: GENERAL PROVISIONS

##### COUNTY FURNISHED PROPERTY:

The COUNTY shall furnish all facilities, vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this PWS. The COUNTY shall provide and maintain its own telephones lines necessary to maintain contact with FB911 center.

Acronyms and Definitions:

ACO- Animal Control Officer

ADOPTION- The transfer of a stray or surrendered animal by the animal shelter to a new owner.

COUNTY – Cumberland County

CR- Coordination Representative

FERAL- existing in a wild or uncultivated state, especially after being domestic or cultivated

STRAY ANIMAL- An uncontrolled dog or cat, which is homeless, ownerless, or is a privately owned dog or cat allowed to roam without restriction.

VETCEN – Fort Bragg Veterinarian Center

INSTALLATION SECURITY AND ACCESS REQUIREMENTS

The COUNTY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the CR. The COUNTY shall not permit any employee to perform work on this IGSA if such person is identified by the CR as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The CR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All COUNTY vehicles will be identifiable and include the COUNTY's name.

FEDERAL HOLIDAYS: The COUNTY may be required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday

Columbus Day

Washington's Day

Veterans' Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

INSURANCE: The COUNTY is self-insured. It is authorized in lieu of general liability insurance or comprehensive vehicular insurance.

LIABILITY: Liability for loss or damage and for injury or death of persons caused by United States personnel will be determined in accordance with applicable Federal law. Liability for loss or damage and for injury or death caused by County personnel will be determined in accordance with North Carolina law.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The COUNTY shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The COUNTY shall timely furnish to the CR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

In the event emergency treatment is required for COUNTY personnel injured in the performance of this IGSA, the Government will make available emergency medical treatment at Womack Army Medical Center. County shall reimburse the Government for the cost of emergency medical treatment provided to its employees upon receipt of an invoice from the medical facility.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the County shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The CR may direct the COUNTY to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

COUNTY EMPLOYEE REQUIREMENTS: All COUNTY and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are COUNTY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the COUNTY will provide the CR all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA

FB 40-5 Veterinary Services

CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET			
Requirements Package Title ____Fort Bragg Animal Control Intergovernmental Support Agreement			
Date _20 November 2015_____			
<p>Section I.</p> <p><u>Purpose of cover sheet:</u> To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.</p> <p><u>Army policy requirement:</u> A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.</p> <p><u>Mandatory review and signatures:</u> The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.</p>			
<p>Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language. If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. <u>Mandatory training must be measured as a deliverable</u> and evaluated in the QASP.</p>			
1. AT level 1 training (general)	____YES	____NO	____SOW
2. Access and general protection policy and procedures	____YES	____NO	____SOW
2a. For contractor requiring Common Access Card (CAC)	____YES	____NO	____SOW
2b. For contractor not eligible for CAC, but requires access to DoD facility or installation.	____YES	____NO	____SOW
3. AT awareness training for US based contractor personnel traveling overseas.	____YES	____NO	____SOW
4. iWATCH training	____YES	____NO	____SOW
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	____YES	____NO	____SOW
6. For contracts that require a formal OPSEC program.	____YES	____NO	____SOW
7. Requirement for OPSEC training	____YES	____NO	____SOW
8. Information assurance/information technology training	____YES	____NO	____SOW
9. Information assurance/information technology certification	____YES	____NO	____SOW
10. Contractor Authorized to Accompany the Force clause	____YES	____NO	____SOW
11. Contract requiring performance or delivery in a foreign country	____YES	____NO	____SOW
12. Handling/Access to Classified Information	____YES	____NO	____SOW
13. Threat Awareness Reporting Program	____YES	____NO	____SOW
14. Delivery of Food and Water	____YES	____NO	____SOW
<p>Section III. Remarks:</p>			
<p>Antiterrorism Review Signature: I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, <i>Antiterrorism</i>.</p>			
Reviewer_____		Date _____	
Typed or printed name, rank/civ grade		Phone Number _____	
_____			
Signature			



Operations Security Review Signature: I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, <i>Operations Security</i> .	
Reviewer _____ Typed or printed name, rank/civ grade  _____ Signature	Date _____ Phone Number _____
Information Assurance Review Signature: I am IAM and IAT level III certified and have reviewed the requirements package and it is in compliance with DOD 8570.01-M and DOD 8580-1 para 4.	
Reviewer _____ Typed or printed name, rank/civ grade  _____ Signature	Date _____ Phone Number _____
<u>Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.</u>	
1. AT Level I training. <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <a href="http://jko.jten.mil">http://jko.jten.mil</a>	
2. Access and general protection/security policy and procedures. <i>This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.</i> Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.	
2a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.	
2b. For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.	
3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.	
4. iWATCH Training. <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.	
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information systems must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.	
6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.	
7. For contracts that require OPSEC Training. Per AR 530-1 <i>Operations Security</i> , the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: <a href="http://cdsetrain.dtic.mil/opsec/index.htm">http://cdsetrain.dtic.mil/opsec/index.htm</a>	

8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: <a href="https://ia.signal.army.mil/DoDIAA/">https://ia.signal.army.mil/DoDIAA/</a>
9. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.
10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, <i>Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States</i> . The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.
11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, <i>Antiterrorism/Force Protection for Defense Contractors Outside the US</i> . The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.
12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.
13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.
14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contact with the Department of Defense, it is incumbent upon the awardee to insure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

## 2) Social Services Budget Revision Reallocating Funding for Overtime and Expansion of Time Limited Positions

### BACKGROUND:

The Cumberland County Finance Committee met on Thursday, January 7, 2016 to discuss Time Limited Positions in the Department of Social Services. The FY 2015-16 Budget approval decreased the time limited positions from 45 to 35 based on the vacancy rate. A budget revision was approved on October 5, 2015 to convert 13 time limited positions to 13 new full-time Income Maintenance II positions in the Food and Nutrition Services (FNS) program to assist in our efforts to meet the federal USDA timeliness, accuracy and procedural standards. No additional funding was necessary since retirement and health insurance was previously funded for the time limited positions. This resulted in the reduction of time limited positions from 35 to 22. Also approved was the authority to seek a third party to assist with processing Medicaid cases to address the workload demand and prepare for the Affordable Care Act open enrollment in November 2015.

NC Department of Health and Human Services has informed counties the federal Center for Medicare and Medicaid Services (CMS) is expected to issue a formal notice to North Carolina prohibiting the use of non-merit based third parties to process and determine Medicaid eligibility.

### RECOMMENDATION/PROPOSED ACTION:

In anticipation of the federal CMS notice and to prevent any Medicaid federal pay back, the County will end its vendor agreement as of February 28, 2016. This will allow the current vendor to fully complete all outstanding work. In light of the recent development and continual federal timeliness and accuracy mandates for Medicaid and the threat of

losing statewide USDA funding for FNS as early as July 2016, the request is to use unexpended contractual services funding and lapsed salary to:

- Increase the limited positions from 22 to the original 45 through June 30, 2016. This increase would create some workload relief and a hiring pool for vacant full-time positions.
- The County will have no other choice but to reinstitute mandatory overtime but with pay verses compensatory time.
- County Information Services has begun the initial steps of the business intelligence process starting with the FNS program.

**RECOMMENDATION/PROPOSED ACTION:**

Approve the associated budget revision B16-178 as recommended by the Cumberland County Finance Committee.

**J. Budget Revisions:**

**1) JCPC Program**

Revision in the amount of \$7,474 to adjust budgeted revenue/expenditures to the State Contract for Find-A-Friend. (B16-177) Funding Source - State

**2) Information Services**

Revision in the amount of \$9,800 to purchase additional computers that will be needed in the larger precincts with the implementation of Voter ID. (B16-180) Funding Source – Fund Balance Appropriated

**3) Animal Control**

Revision in the amount of \$5,843 to recognize the grant awarded from American Society for the Prevention of Cruelty to Animals. (B16-181) Funding Source - Other

**MOTION:** Commissioner Adams moved to approve consent agenda Items 4.A. – 4.J.3).

**SECOND:** Commissioner Evans

**VOTE:** UNANIMOUS (7-0)

**5. Public Hearings**

There were no rezoning cases or public hearings for this meeting.

**Items of Business**

**6. Consideration of Lease and Contract for Facility Renovation Project with Alliance Behavioral Healthcare**

**BACKGROUND:**

On November 16, 2015, the Board of Commissioners approved a proposal to continue to lease a portion of the Executive Place office building to Alliance Behavioral Health for a term of three years with two additional two-year extensions at the option of Alliance. Incident to that lease, the Board also approved renovations and improvements to the leased space in an estimated amount of \$1.2 million in accordance with a design plan to be obtained by Alliance and with Alliance being responsible for bidding and managing the construction of the improvements. The County's contribution to the project cost was to be a rent waiver of \$112,924 and use of local Cumberland County funds being carried over by Alliance in the amount of \$378,076.

Since the Board's action on November 16, 2015, Alliance and County staff have negotiated different terms for the renovation and improvements project by which the project will be a county project, bid and managed by the county, and paid for completely by Alliance out of local Cumberland County

funds being carried forward by Alliance. The estimated project cost has increased to \$1.3 million. There will be no rent waiver. In closed session on December 21, 2015, the Board also indicated its intent to approve a rental rate of \$12 per square foot for the entire term and any extensions.

The lease is consistent with the prior lease Alliance has had for this same space. Because Alliance has agreed to stay in the leased premises during construction, rent will only be charged for the space Alliance is able to occupy during construction. The parties intend that construction shall occur only on one floor at a time and Alliance will completely vacate a floor while construction is taking place on that floor. For this reason, once construction commences the rent will be reduced by the square footage of the floor on which construction is occurring. Because the Board approved the lease term with the extensions, there is no early termination provision in the lease.

The contract for renovation and improvement of the leased space gives Alliance the right to approve the design plan, to participate with county staff on evaluation of the contractor, and to approve all change orders recommended by the design professional other than those necessary to maintain the structural integrity of the building or any of its components or to comply with the applicable building code.

The draft lease agreement and agreement for leasehold improvements are recorded below.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board approve the lease and contract.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

*Notice of Intent not required*

*Approved by Board of Commissioners on \_\_\_\_\_*

This Lease Agreement, is made and entered into the 1St day of January, 2016, by and between Alliance Behavioral Healthcare, a Managed Care Organization existing under N.C.G.S. Chapter 122C, having a principal office at 4600 Emperor Boulevard, Suite 200, Durham, North Carolina, hereinafter referred to as "LESSEE," and the County of Cumberland, a body politic and corporate of the State of North Carolina, having a principal office at 117 Dick Street, Fayetteville, North Carolina, hereinafter referred to as "LESSOR".

**WITNESSETH:**

IN CONSIDERATION of the mutual promises and subject to the terms and conditions contained or referred to herein, LESSOR does hereby lease and demise to LESSEE, that certain office space located in the building at 711 Executive Place, Fayetteville, North Carolina, as more fully described as follows (hereinafter referred to as the "Leased Premises"):

1st floor: 8,159 sf; 2nd floor: 8,836 sf; 3rd floor: room 318 (390 sf) and shared server closet (30 sf for half) totaling 420 combined sf; 4th floor: 1,298 sf; 5th floor: 323 sf of unfinished space (@\$4/sf.) for a total of 18,713 sf of finished space and 323 sf of unfinished space

The Leased Premises is only a portion of the total building space available and consists of the portion currently occupied by LESSEE.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. TERM: The Lease shall commence the 1st day of January, 2016, and unless sooner terminated, continue for a term of three years, expiring at midnight on December 31, 2019. At the LESSEE's option, it may extend this lease for two additional terms of two years each under the same terms in this lease.

2. RENT: The rent shall be at an annual rate of \$12.00 per square foot for the finished space and \$4.00 per square foot for the unfinished space occupied by LESSEE during

the term of the lease. The parties have agreed that the LESSOR will make certain improvements and renovations to the Leased Premises and further agree that the rent will be abated by the amount of any sf which LESSEE is unable to occupy and use while the construction is being undertaken. The parties further acknowledge that the total sf to be occupied by the Lessee after the renovations are completed may be less than the sf stated in Section 1 above. The annual rent for so long as LESSEE occupies the space described in Section 1 above shall be 18,713 sf @ \$12/sf plus 323 sf of unfinished space at \$4/sf in the total amount of TWO HUNDRED TWENTY FIVE THOUSAND, EIGHT HUNDRED FORTY EIGHT DOLLARS. Rent shall be payable in equal monthly installments of on or before the 1st day of each month beginning January 1, 2016.

3. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.

4. CONDITION OF PREMISES: LESSEE is currently occupying the Leased Premises. The parties have agreed that LESSOR shall make certain renovations and improvements to the Leased Premises and shall execute a separate agreement with LESSEE to govern the construction of the renovations and improvements. LESSEE shall return the Leased Premises to LESSOR at the termination or expiration hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.

5. PARKING LOT: The parking lot adjacent to the building shall be included in the Leased Premises for the shared use of LESSEE and its visitors and invitees with any other occupants of the building or the adjacent building and their respective visitors and invitees.

6. ASSIGNMENT OR SUB-LEASE: The LESSEE shall not assign this lease or sublet the Leased Premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

7. USE AND POSSESSION: The Leased Premises are to be used by LESSEE exclusively for LESSEE'S activities to conduct certain LME/MCO functions in Cumberland County.

8. DESTRUCTION OF PREMISES: In the event that said building including the Leased Premises is damaged by fire, explosion, accident or any act of God, so as to materially affect the use of the building and Leased Premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and Leased Premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate; provided further, that the LESSEE shall pay no rent during the period of time that the Leased Premises are unfit for occupancy and use.

9. CONDEMNATION: If during the term of this lease, the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purpose leased, be condemned by public authority for public use, then the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to LESSEE. LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of LESSEE for injury, damage or destruction of LESSEE'S business accomplished by such taking. If a portion of the Leased Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purpose leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall LESSOR be liable to LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

10. INTERRUPTION OF SERVICE: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by, or in any way connected with, or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, fire suppression, heating, air conditioning, ventilation or elevator systems, or any other structural component of the building, unless such damage arises from an intentional or grossly negligent act or omission of LESSOR, its employees or officers.

11. LESSOR'S RIGHT TO INSPECT: LESSOR shall have the right, at reasonable times during the term of this lease, to enter the Leased Premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as LESSOR shall deem necessary.

12. INSURANCE: LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$1,000,000 per occurrence and naming LESSOR as an additional named insured. LESSEE shall provide current copies of all such policies of insurance to LESSOR'S office of risk management.

13. LESSOR'S RESPONSIBILITY FOR MAINTENANCE: LESSOR shall be responsible for the maintenance and good condition of the roof, windows and exterior walls of the building; the parking lot; the landscaping; and the repair or replacement of electrical system, overhead lighting system, including bulbs, plumbing system, fire suppression system, heating, air conditioning and ventilation system components; and elevator systems. LESSOR shall provide all services related to the landscaping and grassed areas, including trimming, mowing, planting, mulching and fertilizing as needed.

14. LESSEE'S RESPONSIBILITY FOR ALL OTHER MAINTENANCE: LESSEE shall be responsible for all other maintenance of the Leased Premises not specified as the responsibility of LESSOR above. LESSEE shall be responsible for the regular maintenance in good condition of all interior surfaces including floors, doors, ceilings, walls and windows. LESSEE shall not be responsible for ordinary wear and tear or for major damage or destruction caused by casualty or disaster for which there is insurance coverage.

15. JANITORIAL SERVICES: LESSOR shall provide commercially reasonable janitorial service and trash removal from the Leased Premises. During any period when there is any other tenant, occupant or user of the building, LESSEE shall reimburse LESSOR for LESSEE'S pro rata share of the cost of these services. LESSEE'S pro rata share shall be computed as the percentage of the sf leased by LESSEE is of the total sf occupied by any other tenant or occupant of the building. LESSOR shall invoice LESSEE for the reimbursement of the costs of this service not less than quarterly. LESSOR agrees to provide LESSEE with documentation of the scope and costs of janitorial services annually no later than May 1 for budgeting purposes.

16. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the Leased Premises and which cannot be removed without unreasonable damage to said premises, shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements, to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain as the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the Leased Premises, other than reasonable wear and tear caused by such removal. LESSEE shall obtain LESSOR'S written consent before making any alterations or changes to the building or Leased Premises.

17. TAXES: LESSOR acknowledges that all business personal property owned by LESSEE is exempt from property taxation. Notwithstanding the foregoing, in the event any property of LESSEE becomes taxable, LESSEE will list and pay all business personal property taxes on its taxable personal property located within the Leased Premises.

18. NOTICE: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at their respective business addresses.

19. **ADA AND OSHA REQUIREMENTS:** LESSOR shall make such repairs and perform such maintenance as is necessary to keep the premises in compliance with all ADA and OSHA requirements. LESSEE shall keep the premises in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.

20. **SUCCESSORS AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

21. **UTILITIES:** Electrical power and water and sewer services are metered. LESSEE shall reimburse LESSOR for LESSEE'S pro rata share of the cost of these services. LESSEE'S pro rata share shall be computed as the percentage the sf leased by LESSOR is of the total building sf. LESSOR shall invoice LESSEE for the reimbursement of the costs of these services not less than quarterly. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. The installation, maintenance and service charges for any other utilities or services such as telephone, cable television, internet, or wireless connectivity shall be the sole responsibility of LESSEE.

22. **RISK OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the Leased Premises shall be upon and the responsibility of the LESSEE, regardless of the cause of such loss.

23. **DESTRUCTION OF PREMISES:** If the Leased Premises should be completely destroyed or damaged so that more than fifty percent (50%) of the Leased Premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.

24. **TERMINATION:** If LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of thirty (30) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the Leased Premises without prejudice to any other remedies allowed by law. If LESSOR shall fail to perform any of the terms and conditions heretofore set forth and shall continue such default thirty (30) days after written notice of such default, LESSEE, at its discretion, may terminate this Lease and vacate the Leased Premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law. In the event LESSEE is unable or chooses not to use the Leased Premises for the intended uses, then LESSEE may terminate this Lease upon ninety (90) days prior written notice to LESSOR, and in such event pay rent to LESSOR through the end of the month which LESSEE vacates.

25. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the Leased Premises in accordance with the terms of this Lease, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises

26. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

27. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Lease even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorized officers, to be effective for the term as stated above.

NORTH CAROLINA

AGREEMENT FOR LEASEHOLD IMPROVEMENTS

CUMBERLAND COUNTY

This Agreement, is made and entered into the \_\_\_\_day of January, 2016, by and between Alliance Behavioral Healthcare, a Managed Care Organization existing under N.C.G.S. Chapter 122C, having a principal office at 4600 Emperor Boulevard, Suite 200, Durham, North Carolina, hereinafter referred to as "ALLIANCE," and the County of Cumberland, a body politic and corporate of the State of North Carolina, having a principal office at 117 Dick Street, Fayetteville, North Carolina, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY is the owner of certain real property located at 711 Executive Place, Fayetteville, North Carolina; and

WHEREAS, ALLIANCE is a tenant of a portion of that building (the "Premises") under a lease with a term commencing January 1, 2016; and

WHEREAS, ALLIANCE desires certain leasehold improvements to the Premises for a more efficient service delivery and to comply with its facility and accreditation guidelines; and

WHEREAS, COUNTY has agreed to make the requested leasehold improvements in accordance with the terms set forth in this Agreement as follows:

1. ALLIANCE has provided COUNTY with a program plan developed by the Raleigh, North Carolina, office of Heery International, Inc., ("Heery"), which provides a general schematic of the leasehold improvements ALLIANCE desires. A copy of the program plan is attached hereto as Exhibit A. To the extent any language in the program plan documents included in Exhibit A is inconsistent with the language in any provision of this Agreement, the language in this Agreement shall control.

2. ALLIANCE has also provided COUNTY with the CAD file for the program plan created by Heery.

3. COUNTY shall use the Heery program plan as set out in Exhibit A and the CAD file to solicit bids for the design work for the leasehold improvements.

4. COUNTY shall be solely responsible for bidding and managing the design and the construction of the leasehold improvements in accordance with the North Carolina General Statutes.

5. COUNTY shall keep ALLIANCE informed of the progress and status of both the design work and the construction: ALLIANCE shall solely approve the final design; shall evaluate the construction bids with COUNTY staff; and ALLIANCE shall solely have final approval of any change orders recommended by the design professional except any change orders which the design professional certifies as necessary to maintain the structural integrity of the building or any of its components, or are necessary to comply with the applicable building code.

6. ALLIANCE shall select all office furnishings, security features, and fixtures, to be used in the leasehold improvements and COUNTY shall be responsible for purchasing such furnishings and fixtures in accordance with the North Carolina General Statutes.

7. ALLIANCE shall be responsible to pay for all aspects of the design work, construction of the leasehold improvements and any office furnishings to be used in the leasehold improvements, which improvements, furniture and fixtures are estimated to cost approximately \$1,300,000. COUNTY shall submit all approved invoices submitted to it to ALLIANCE for payment. ALLIANCE shall directly pay all approved invoices submitted to it by COUNTY'S Contractors. ALLIANCE shall make all payments under this contract from the Cumberland County local funds being carried forward from any annual funding agreements to which COUNTY and ALLIANCE were or are parties.

8. COUNTY designates County Engineer Jeffrey Brown as the person with whom ALLIANCE should direct all communications with respect to any matter covered by this Agreement.



9. ALLIANCE designates \_\_\_\_\_ as the person with whom COUNTY should direct all communications with respect to any matter covered by this Agreement.

10. During the construction of the leasehold improvements, ALLIANCE shall vacate any portion of the Premises in which the construction is taking place and shall relocate its employees and operations in the portion of the Premises in which construction is not taking place in accordance with the terms of the lease commencing January 1, 2016. COUNTY shall insure that construction does not simultaneously occur on multiple floors of the Premises without the consent of ALLIANCE to the end that ALLIANCE shall at all times during construction have the use of at least one of the floors of the Premises without construction taking place on the floor being occupied.

11. COUNTY shall proceed to select a design professional upon approval of this Agreement by both parties and shall proceed to select a contractor and commence construction as soon as is practicable after the design work is completed.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed in duplicate originals by their duly authorized officers.

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Rick Moorefield, County Attorney, reviewed the background information as recorded above. Mr. Moorefield stated a change in the new lease agreement from the old lease agreement is that rent will only be charged for the space the Alliance is able to occupy during the renovations. Mr. Moorefield further stated that the new lease will not contain a lease abatement provision in the amount of approximately \$120,000 as previously proposed because in the change in the way the renovation project would be paid for. Mr. Moorefield stated the renovation project would be a county project instead of an Alliance project as was earlier presented to the Board. Mr. Moorefield stated the project will now be bid and managed by the County and paid for completely by the Alliance out of local Cumberland County funds being carried forward by the Alliance.

Commissioner Adams stated Section 5. of the Agreement for Leasehold Improvements gives the Alliance sole approval of the final design and any change orders. Commissioner Adams stated he felt approvals should be in conjunction with the County and not solely under the purview of the Alliance. Questions and discussion followed regarding the different terms negotiated by the Alliance and County staff for the lease and renovations and improvements.

MOTION: Commissioner Adams moved to approve the Lease Agreement.  
SECOND: Commissioner Edge  
VOTE: UNANIMOUS (7-0)

Mr. Moorefield was asked to further negotiate the Agreement for Leasehold Improvements with the Alliance.

MOTION: Commissioner Lancaster moved to table the Agreement for Leasehold Improvements until the February 1 meeting.  
SECOND: Commissioner Edge  
VOTE: PASSED (6-1) (Commissioners Keefe, Lancaster, Adams, Faircloth, Council and Edge voted in favor; Commissioner Evans voted in opposition)

## 7. Consideration of Reconstitution of Cumberland County Workforce Development Board

### BACKGROUND:

Under the provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the Cumberland County Workforce Development Board (WDB) must reconstitute its membership composition to comply with WIOA Section 107(b).

The required composition of NC Workforce Development Boards under WIOA Section 107(b) is:

- Representatives of Business [WIOA Section 107(b)(2)(A)]
- Representative of Workforce /Economic Development /Labor [WIOA Section 107(b)(2)(B)]
- Representatives of Education and Training [WIOA Section 107(b)(2)(C)]

Ellen Morales, NC Division of Vocational Rehabilitation Services, is appointed by the state agency and will continue to serve; term is unlimited. Josephus Thompson, Division of Workforce Services, is appointed by the state agency and will continue to serve; term is unlimited.

RECOMMENDATIONS/PROPOSED ACTIONS:

Consider the recommend actions below in order to bring the Cumberland County WDB into compliance with WIOA Section 107(b):

1. Re-categorize current WDB members; terms to remain the same:

Members	Current Category	Category WIOA Section 107(b)	Term Expiration Date
David McCune	Private Sector	Representative of Business	10/31/17 - 2 <sup>nd</sup> term
Linda Hoppmann	Private Sector	Representative of Business	11/30/17 – 3 <sup>rd</sup> term
John Jones	Private Sector	Representative of Business	3/31/16 – 1 <sup>st</sup> term
Randall Newcomer	Private Sector	Representative of Business	10/31/17 – 2 <sup>nd</sup> term
Esther Thompson	Private Sector	Representative of Business	11/30/17 – 2 <sup>nd</sup> term
Jenson McFadden	Private Sector	Representative of Business	1/31/18 – 1 <sup>st</sup> term
Rodney Anderson	Private Sector	Representative of Business	4/30/17 – 1 <sup>st</sup> term
Charlene Cross	Public Sector	Representative of Workforce	3/31/16 – 1 <sup>st</sup> term
Cynthia Wilson	Community Based Organization	Representative of Workforce	11/30/17 – 1 <sup>st</sup> term
Pam Gibson	Education	Representative of Education/Training	3/31/16 – 1 <sup>st</sup> term
Cathy Johnson	Economic Development	Representative of Economic Development	8/31/17 – 3 <sup>rd</sup> term
Richard Everett	Private Sector	Representative - Other	10/31/17 – 3 <sup>rd</sup> term
Jody Risacher	Public Sector	Representative - Other	8/31/16 – 1 <sup>st</sup> term

2. Remove Brenda Jackson from the WDB Public Sector category as that category is no longer supported by WIOA Section 107(b). Ms. Jackson will continue to be involved with Workforce Development, just not in an appointed position.
3. Nominate new members to the WDB in WIOA Section 107(b) categories for 3-year terms:

Members	Category / WIOA Section 107(b)
Lee Caulder	Representative of Business
Tiffany Taylor	Representative of Business
Jesse Brayboy	Representative of Business
Chad Kormanek	Representative of Business
Dina Simcox	Representative of Business
Jonathan Warren	Representative of Business
Charles Royal	Representative of Labor
Carl Mitchell	Representative of Education/Training
Dallas Freeman	Representative - Other
Jonathan Charleston	Representative of Business

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Ms. Cannon recognized Jim Lott, Workforce Development Director, and David McCune, WDB Chair, and reviewed the background information and recommendations/proposed actions as recorded above. Ms. Cannon stated Ms. Jackson has agreed to continue to be involved with Workforce Development even though she will no longer hold an appointed position.

MOTION: Commissioner Edge moved to re-categorize current WDB members for their existing terms.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Adams moved to remove Brenda Jackson from the WDB Public Sector category as that category is no longer supported by WIOS Section 107(b) and to have Ms. Jackson continue to be involved with Workforce Development.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

Commissioner Adams nominated the following individuals in the WIOA Section 107(b) categories recorded below:

Lee Caulder	Representative of Business
Tiffany Taylor	Representative of Business
Jesse Brayboy	Representative of Business
Chad Kormanek	Representative of Business
Dina Simcox	Representative of Business
Jonathan Warren	Representative of Business
Charles Royal	Representative of Labor
Carl Mitchell	Representative of Education/Training
Dallas Freeman	Representative - Other
Jonathan Charleston	Representative of Business

Mr. McCune responded to questions regarding the Representative of Business category under WIOA Section 107(b) and the Representative-Other category.

8. Nominations to Boards and Committees

A. Animal Control Board (1 Vacancy)

Commissioner Adams nominated Ashley Haines.

B. Civic Center Commission (1 Vacancy)

Commissioner Council nominated Sheba McNeill.

Commissioner Keefe nominated Michael Fleishman.

C. Joint Appearance Commission (1 Vacancy)

Commissioner Adams nominated Latara Ray.

9. Appointments to Boards and Committees

There were no appointments to boards or committees scheduled for this meeting.

10. Closed Session      A. Economic Development Matter(s)  
Pursuant to NCGS 143-318.11(a)(4)

MOTION: Commissioner Edge moved to go into closed session for Economic Development Matter(s) pursuant to NCGS 143-318.11(a)(4).

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Evans moved to reconvene in open session.

SECOND: Chairman Faircloth

VOTE: UNANIMOUS (7-0)

MOTION: Chairman Faircloth moved to adjourn.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

There being no further business, the meeting adjourned at 8:30 p.m.

Approved with/without revision:

Respectfully submitted,

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Candice H. White  
Clerk to the Board