
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
JANUARY 3, 2022
9:00 AM

INVOCATION - Commissioner Toni Stewart, Vice Chairwoman

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Update on COVID-19 by Dr. Jennifer Green, Public Health Director
3. CONSENT AGENDA
 - A. Approval of December 20, 2021 Regular Meeting Minutes
 - B. Approval of Proposed Addition to the State's Secondary Road System
4. ITEMS OF BUSINESS
 - A. Consideration of Contract with North State Security for Security Services at the Department of Social Services and the Spring Lake Family Resource Center
5. NOMINATIONS
 - A. Civic Center Commission (5 Vacancies)
6. APPOINTMENTS
 - A. Fayetteville Cumberland Economic Development Corporation Board of Directors
 - B. Human Relations Commission
 - C. Joint Planning Board
 - D. Cumberland County Local Emergency Planning Committee
 - E. Board of Health
7. CLOSED SESSION: If Needed

ADJOURN

WATCH THE MEETING LIVE

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

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

REGULAR BOARD MEETINGS:

January 18, 2022 (Tuesday) - 6:45 PM

February 7, 2022 (Monday) - 9:00 AM

February 21, 2022 (Monday) - 6:45 PM



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

SUBJECT: APPROVAL OF PROPOSED ADDITION TO THE STATE'S SECONDARY ROAD SYSTEM

BACKGROUND

The North Carolina Department of Transportation has received a petition requesting that the following street be placed on the State's Secondary Road System. NCDOT has investigated the street and their findings are that the below listed street is eligible for addition to the State's Secondary Road System. (See attachment.)

- Shawnee Creek Court

RECOMMENDATION / PROPOSED ACTION

Based on NCDOT's recommendation that the above-named street be placed on the State's Secondary Road System, the action being requested is for approval.

ATTACHMENTS:

Description	Type
Proposed Addition to the State's Secondary Road System	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

J. Eric Boyette

GOVERNOR

SECRETARY

December 28, 2021

Mr. Charles Evans
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

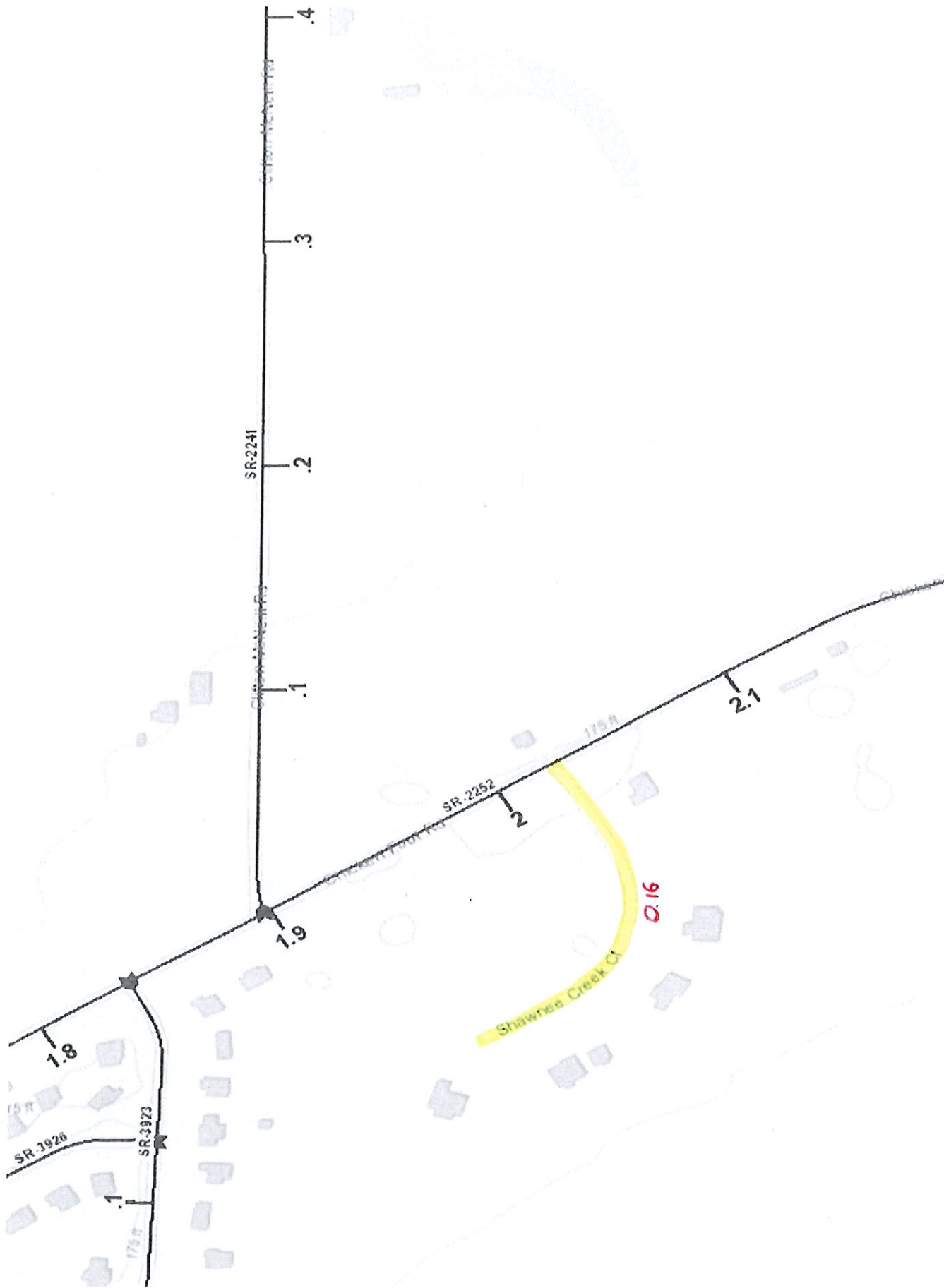
This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State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

- Shawnee Creek Court

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

Sincerely,

Christopher Jones
Engineering Technician





DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, SOCIAL SERVICES DIRECTOR

DATE: 12/29/2021

**SUBJECT: CONSIDERATION OF CONTRACT WITH NORTH STATE SECURITY
FOR SECURITY SERVICES AT THE DEPARTMENT OF SOCIAL
SERVICES AND THE SPRING LAKE FAMILY RESOURCE CENTER**

BACKGROUND

The purpose of this contract is to continue security services at current levels. Currently, security is provided by one County Sheriff Deputy, three-armed private security guards at the main DSS facility on Ramsey Street and one-armed private security guard at the Family Resource Center facility in Spring Lake, NC which includes security for Public Health and the Public Library site.

This contract vendor was selected through the County's formal bid process. The contract does reflect a change in vendor from Universal Allied Security to North State Security beginning January 4, 2022 through June 30, 2022. Funding in the amount not to exceed \$106,075.98 for this contract was approved in the Fiscal Year 2022 Adopted County Budget. The contract also includes an option for renewal for Fiscal Year 2022-23 in the amount of \$217,560 and Fiscal Year 2023-2024 in the amount of \$223,820.76.

RECOMMENDATION / PROPOSED ACTION

Staff requests the Board of Commissioner's approval of a contract with North State Security beginning January 4, 2022 through June 30, 2022 in an amount not to exceed \$106,075.98 with an options to renew for FY2023 and FY2024.

ATTACHMENTS:

Description

North State Security Contract

Type

Backup Material



CUMBERLAND
COUNTY
NORTH CAROLINA

CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: SOCIAL SERVICES

Department Head Signature: [Signature] Date: 12/27/21

ATTACHMENT:

Contract Vendor Name: NORTH STATE SECURITY GROUP

Contract Number: 2022261

Fiscal Year: 21-22

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and NORTH STATE SECURITY GROUP
CONTRACT # 2022261

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.

☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.

☐ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? NO, If Yes, have federal procurement guidelines been followed? NO, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy ____.

****Completion of the Uniform Guidelines Checklist is advised****

This contract was obtained through the following process

****Only select an option if process was followed. Backup is required**:**

Service/Purchase/Construction

☒ Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

☐ Informal bids (30,000 – 89,999.99)

☒ Formal bids (90,000 and above)

Service

☐ Informal RFP (30,000 and above)

Construction

☐ Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

☐ Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

☐ RFQ (Any amount)

- Does this contract with this vendor also include construction work? ☐ If so, was an RFQ the only bid process followed? ☐
- Please Explain: _____

If none of the above, provide justification/explanation:

Please complete and initial each item below.

☒ 1. Date contract was approved by BOC (Put NA if Not Applicable) AUG. 2, 2021

☒ 2. All statutory requirements applicable to the process were followed.

☒ 3. All applicable Cumberland County purchasing and contracting requirements were followed.

☒ 4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Maggie Holley for the SOCIAL SERVICES Department of Cumberland County.

Signature: Maggie Holley Date Submitted: 12-8-2021

Boxes are for Purchasing Office Only Put NA or Cross Through Where Not Applicable

Completed By (Initial): JH

SAM CHECKED: ☒ IRAN LIST CHECKED: ☒

DOA CHECKED: ☒

- W9 requirements on checklist met ☒ Name requirements met ☒
- Requisition or PO checked ☒ Budget code checked ☒ Does the contract qualify as c.o.? NO Is the Req. or POM coded to c.o.? NO If yes, original budget or budget revision verified? ☒
- Correct solicitation process followed ☒ If \$30,000 or more, request posted on Vendor Self Service ☒
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies ☒
- Board Agenda attached ☒ If so, actual minutes reviewed ☒ Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) ☒
- Required signatures verified ☒ Effective date verified ☒
- Contract includes indemnification language IS If yes, there is a capped amount? NO If yes, there is a separate requisition encumbering the capped amount? NO If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy NO
- Memo for approval of meal/food purchase attached ☒
 - Meal/Food amounts in line with GSA ☒

Construction Contracts Only:

If required, is the general contractor's license attached? ☒ Is it still valid? ☒

Is bid bond required? ☒ If yes, is a copy attached with hard copy? ☒

Is performance payment bond required? ☒ If yes, is a copy included with hard copy? ☒

Notes: _____

Additional Check for Contract Amendments

- Change in line with original bid process and work? ☒



Contract Check List (Eff. 6/21/21)
Contract Number: 2022261

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. Only the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. One copy should be single-sided and paper-clipped together, the others stapled.	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	NA
7. If the contract is for outside Legal services, the action agenda showing approval is attached. (Board approval is always required for this.)	NA
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	NA
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount Req # [redacted]. If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	NA
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

W9's & LEGAL ENTITY NAME REQUIREMENTS

****If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.****

11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: [redacted]	NA
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. *Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. The screen page MUST be attached!	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo does have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement does not have to be signed by the vendor.	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: 936	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name Maggie Holley

Certifying accuracy and completion: Department Head [Signature]

NORTH STATE SECURITY GROUP LLC

Contract 2022261 Fiscal Year Begins July 1, 2021 Ends June 30, 2022

This contract is hereby entered into by and between Cumberland County, by and through the Cumberland County Department of Social Services (the "County") and North State Security Group LLC. (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

1. Contract Documents: This Contract consists of the following documents:

- 1) This Contract
- 2) The General Terms and Conditions (Attachment A)
- 3) The Scope of Work, description of services, and rate (Attachment B)
- 4) Combined Federal Certifications (Attachment C)
- 5) Conflict of Interest (Attachment D)
- 6) No Overdue Taxes (Attachment E)
- 7) State Certification (Attachment M)
- 8) A Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (Attachment N)
- 9) Iran Divestment and E-Verify Form
- 10) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on January 1, 2022 and shall terminate on June 30, 2022 and have the option to renew for two additional one-year terms upon agreement of both parties.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$547,456.74 payable as follows: December 1, 2021-June 30, 2022: \$106,075.98; optional July 1, 2022-June 30, 2023: \$217,560.00; optional July 1, 2023 -June 30, 2024: \$223,820.76. This amount consists of approximate administrative reimbursement of: \$255,498.06 in Federal Funds; \$22,062.51 in State Funds; and \$269,896.17 in county funds.

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$_____, which shall consist of:

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$547,456.74.

6. Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

NORTH STATE SECURITY GROUP LLC

7. **Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
8. **Payment Provisions:**
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.
9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: John Nalbone, Assistant Director County: Cumberland Mailing Address, P.O. Box 878 City, State, Zip: Fayetteville, NC 28302 Telephone (910) 677-2057 Fax: (910) 677-2886 Email: johnnalbone@ccdssnc.com	Name & Title: County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Michael Easterday, Regional Manager Company Name: North State Security Group LLC Mailing Address: 7990 North Point Blvd, Suite 120 City State Zip: Winston-Salem, NC 27106 Telephone: 336-306-9211 Fax: 336-306-9214 Email: measterday@northstatesecuritygroup.com	Name & Title Company Name Street Address City State Zip

NORTH STATE SECURITY GROUP LLC

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

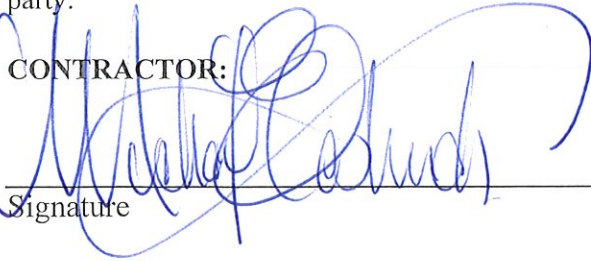
13. Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

NORTH STATE SECURITY GROUP LLC

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

CONTRACTOR:



Signature

10/20/21

Date

Michael Easterday

Regional Manager

Printed Name

Title

COUNTY OF CUMBERLAND



Signature

12-27-21

Date

Brenda Reid Jackson

Director

Printed Name

Title

By:

Glenn Adams, Chairman

Cumberland County Board of Commissioners

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency:

upon formal execution by all parties

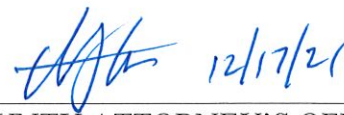
By:



VICKI EVANS

County Finance Director

By:

 12/17/21

COUNTY ATTORNEY'S OFFICE

Expires: 30 June 2022

(X) RENEWABLE

() NON-RENEWABLE

NORTH STATE SECURITY GROUP LLC

ATTACHMENT A General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

NORTH STATE SECURITY GROUP LLC

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

NORTH STATE SECURITY GROUP LLC

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

NORTH STATE SECURITY GROUP LLC

ATTACHMENT B – Scope of Work

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: North State Security Group LLC

2. *If different* from Contract Administrator Information in General Contract:

Address same

Telephone Number: (336) 306-9211 Fax Number: (336) 306-9214

Email: measterday@northstatesecuritygroup.com

3. Name of Program (s): Business Operations

4. Status: () Public () Private, Not for Profit (X) Private, For Profit

5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided and to who (include SIS Service Code)

North State Security Group LLC will provide to Cumberland County Department of Social Services the following service(s) at the following location(s): 1225 Ramey Street, Fayetteville, NC 28301 and 103 Laketree Blvd, Spring Lake, NC 28390

- Armed Security Officer services will be scheduled at the following specified locations:
 - Cumberland County Department of Social Services, 1225 Ramsey Street, Fayetteville, NC 28301 – 3-Armed Security Officers required at this location, with one being a supervisor.
 - Cumberland County Family Resource Center, 103 Laketree Blvd., Spring Lake, NC 28390 – 1 Armed Security Officer required at this location.
- Service Specifications – Duties of the Armed Security Officer:
 - Secure premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points
 - Prevent losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers
 - Complete reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures
 - Performs indoor and outdoor patrols
 - Ensure the security, safety and well-being of all personnel, visitors, and the premises
 - Provide excellent customer services
 - Respond to emergencies to provide necessary assistance to employees and customers
 - Provides escorts to vehicles for customers and employees when needed
 - Monitors meetings with volatile customers to ensure the safety of all parties involved
 - Security vehicle to be present outside and to patrol the property
- North State Security shall have the authority to detain or remove any unwanted visitors or guests in lieu of the property management's absence.
- Additional Security or Company Police Services available when requested, (for additional invoicing).
- Company Police Officers may assist on investigations.
- Security Officers shall serve as a liaison for client with any other investigating law enforcement agency.
- Security Officers shall report to client and/or take necessary actions related to unauthorized or disruptive person(s) on the client's site(s)

NORTH STATE SECURITY GROUP LLC

ATTACHMENT C
FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- ☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

1225 Ramsey Street

City, State, Zip Code

Fayetteville, NC 28302

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

NORTH STATE SECURITY GROUP LLC

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

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Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____	
8. Federal Action Number (if known)	9. Award Amount (if known) \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):		
15. Continuation Sheet(s) SF-LLL-A attached: <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

NORTH STATE SECURITY GROUP LLC

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to

NORTH STATE SECURITY GROUP LLC

explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

North State Security Group LLC

Name of Organization

[Signature]
Signature of Organization Official

10/20/21
Date

NOTARIZED CONFLICT OF INTEREST POLICY

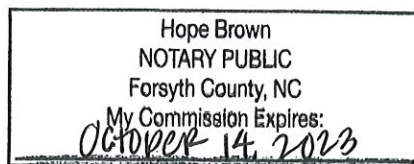
State of NORTH CAROLINA

County of FORSYTH

I, HOPE BROWN, Notary Public for said County and State, certify that Michael Easterday personally appeared before me this day and acknowledged that he/she is the Regional Manager of North State Security Group LLC and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted ~~declined~~ (circle one) by North State Security Group LLC.

Sworn to and subscribed before me this 20th day of October, 2021

(Official Seal)



[Signature]
Notary Public

My Commission expires October 14, 20 23

NORTH STATE SECURITY GROUP LLC

ATTACHMENT E - OVERDUE TAXES

**North State Security Group LLC
223 E. Main St. Suite 404
Chicago, Illinois 60637**

July 1, 2021

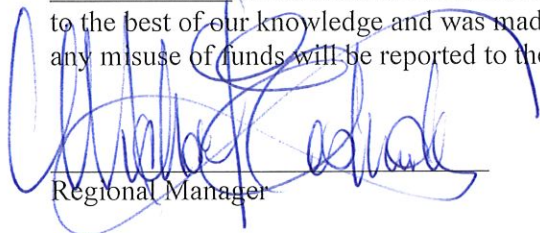
To: Cumberland County Department of Social Services/Human Services

Certification:

We certify that North State Security Group LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

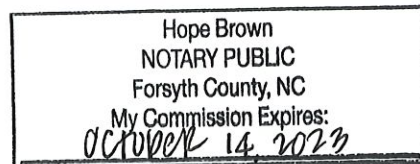
Sworn Statement:

Micheal Easterday being duly sworn, say that I am the Regional Director of North State Security Group LLC of Winston-Salem in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by myself. I also acknowledge and understand that any misuse of funds will be reported to the appropriate authorities for further action.



Regional Manager

Sworn to and subscribed before me on the day of the date of said certification.



Hope Brown
Notary Public

My Commission Expires: OCTOBER 14, 2023

ATTACHMENT M

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

NORTH STATE SECURITY GROUP LLC

- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: North State Security Group LLC

Contractor's
Authorized Agent: Signature [Signature] Date 10/20/21
Printed Name MICHAEL EASTERDAY Title REGIONAL MANAGER

Witness: Signature [Signature] Date 10.20.21
Printed Name HOPE BROWN Title PRESIDENT

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

NORTH STATE SECURITY GROUP LLC

ATTACHMENT N

Cumberland County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to

NORTH STATE SECURITY GROUP LLC

programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

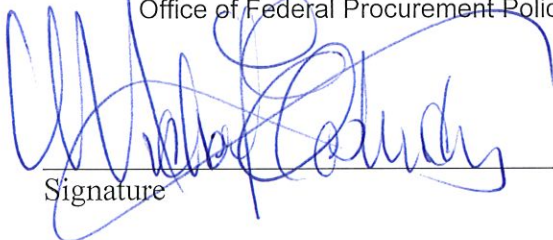
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

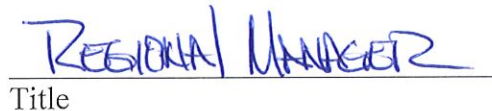
V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

NORTH STATE SECURITY GROUP LLC

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
- (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

CONTRACTOR'S CERTIFICATION FOR REVIEW OF CONTRACT WITH CUMBERLAND COUNTY



CONTRACT #: 2022261

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: North State Security Group LLC


Authorized Signer

Date

10/20/21

CONTRACT PROVIDER NAME: North State Security Group, LLC

CONTRACT NUMBER: 2022241

CONTRACT PERIOD: January 1, 2022 to June 30, 2022

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors		5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		5
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?		5
8	Does the provided have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?		5
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL		5	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE

N/A
Signature of Authorized Programmatic Individual

DATE

Maggie Kelley
Signature of Authorized Administrative Individual

12-8-2021
DATE



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

SUBJECT: CIVIC CENTER COMMISSION (5 VACANCIES)

BACKGROUND

The Civic Center Commission has the following five (5) vacancies. (See attachment for Civic Center Commission recommendations.)

Mark J. Yarboro - completed first term. Eligible for reappointment. The Civic Center Commission recommends reappointment of **Mark J. Yarboro**.

Charles McBryde Grannis - completed first term. Eligible for reappointment. The Civic Center Commission recommends reappointment of **Charles McBryde Grannis**.

Dr. Vikki Andrews - completed first term. Eligible for reappointment. The Civic Center Commission recommends reappointment of **Dr. Vikki Andrews**.

Greg Edge - completed first term. Eligible for reappointment. The Civic Center Commission recommends reappointment of **Greg Edge**.

Joseph F. Quigg IV - completed first term. Eligible for reappointment. The Civic Center Commission recommends reappointment of **Joseph F. Quigg IV**.

The applicant list and membership roster for the Civic Center Commission are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the five (5) vacancies on the Civic Center Commission.

ATTACHMENTS:

Description

Type

Civic Center Commission Applicant List
Civic Center Commission Membership Roster
Civic Center Commission Recommendations

Backup Material
Backup Material
Backup Material

**APPLICANTS FOR
CIVIC CENTER COMMISSION**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BLEVINS, MARY ELIZABETH (W/F) 1442 SEABISCUIT DRIVE PARKTON NC 28371 910-853-4539 THESHOEDIVA@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: HOPE MILLS CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	EXECUTIVE DIRECTOR HOPE MILLS CREATIVE ARTS	ASSOCIATES -ART
BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DR FAYETTEVILLE NC 28304 910-364-2345 MBOSTIC19@ICLOUD.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	HR MANAGER MOUNTAURE FARNS	MBA, DOCTORATE BUSINESS ADMIN
HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 STEVEHARPER276@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	RETIRED OPERATIONS MANAGER	HIGH SCHOOL & SOME COLLEGE
HOLMES, KIM (B/F) 3549 SANDEROSA RD FAYETTEVILLE NC 28312 824-1000/223-4177 KIMHOLMES2@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CUSTOMER SERVICE CALL CENTER PWC	SOME COLLEGE

Civic Center Commission, Page 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
JOHNSON, JAN (-/F) 220 WOODCREST ROAD FAYETTEVILLE NC 28305 486-9034/850-8818/486-9036 VIDEO@MOONLIGHT1.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	FILMMAKER, ENTREPRENEUR MOONLIGHT COMMUNICATIONS	BACHELORS- EDUCATION
CATEGORY: GENERAL PUBLIC		
KEEN, J. SCOTT (W/M) 1822 BONWOOD STREET FAYETTEVILLE NC 28312 484-9588/723-0555/323-3377 JSCOTTKEEN@GMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	BUSINESS CONSULTANT/ LOAN OFFICER CENTER FOR ECONOMIC EMPOWERMENT & DEV	MBA
CATEGORY: GENERAL PUBLIC		
LYNCH, MARK N. (W/M) 833 BRAGG BLVD FAYETTEVILLE NC 28301 483-1212/494-0233 MARK@QUALITYSOUNDINC.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	ENGINEER QUALITY SOUND & VIDEO	COLLEGE LISTED
CATEGORY: GENERAL PUBLIC		
MARABLE, KATHERINE (B/F) 1805 MCGOUGAN ROAD FAYETTEVILLE NC 28303 910-486-9035 NO EMAIL ADDRESS Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES	RETIRED EDUCATOR CUMBERLAND COUNTY SCHOOLS	MASTERS DEGREE
SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL		
CATEGORY: GENERAL PUBLIC		

Civic Center Commission, Page 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILLE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS-COMMUNICATIONS
MOORE, RASHAWN (B/M) 5605 MURPHY ROAD STEDMAN NC 28391 910-309-4548 RASHAWN@WEBUILDFAITH.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	GRAPHIC DESIGNER SELF EMPLOYED AT FAITHBASED	SOME COLLEGE
MORTON, DINEEN (B/F) 5835 PETTIGREW DRIVE FAYETTEVILLE NC 28314 910-494-5761/910-495-6977 DINEEN.MORTON@LHCGROUP.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	HOME HEALTH LHC GROUP/CAPE FEAR VALLEY	BA-SOCIOLOGY
SMITH, STEVEN H (WORTH) (W/M) 404 BRIGHTWOOD DRIVE FAYETTEVILLE NC 28303 580-2066/486-0434 WORTH.SMITH@ML.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	FINANCIAL ADVISOR MERRILL LYNCH	BS-FINANCE, SCL,MBA

Civic Center Commission, Page 4

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
TAYLOR, MADELEINE A (-M) 812 TAMARACK DRIVE APT 8202 FAYETTEVILLE, NC 28311 919-924-5901 MABBYO@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	NONE LISTED	HIGH SCHOOL
THOMPSON, DWIGHT (B/M) 3402 RUDLAND CT FAYETTEVILLE NC 28304 910-494-3959 DWIGHT.E.THOMPSON@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ARMY OFFICER ACADEMY CATEGORY: GENERAL PUBLIC	SOLDIER/IT TECH ARMY/FSU	BA, MBA
WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5406 *SERVES ON THE NURSING HOME ADVISORY BOARD* WESTANAWARREN@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: CITY OF FAYETTEVILLE'S CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA
WORTHY, CURTIS (B/M) 6320 LYNETTE CIRCLE FAYETTEVILLE NC 28314 868-3844/824-9091 C.WORTHY@MSN.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ACCOUNTANT WORTHY'S TAX	BS DEGREE

CIVIC CENTER COMMISSION

3 Year Term

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Mark J. Yarboro (B/M) 1780 Geiberger Drive Fayetteville, NC 28303 703-624-7730 Yarboro.mark@yahoo.com	1/19	1st	Jan/22 1/1/22	Yes
Charles McBryde Grannis (W/M) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 Mcbrydeg@yahoo.com	1/19	1st	Jan/22 1/1/22	Yes
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/19	1st	Jan/22 1/1/22	Yes
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 MR.JHGILLIS@GMAIL.COM	1/20	2nd	Jan/23 1/1/23	No
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	1/20	2 nd	Jan/23 1/1/23	No
Greg Edge (W/M) 2905 Delaware Drive Fayetteville, NC 28304	1/19	1st	Jan/22 1/1/22	Yes
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	1/20	2nd	Jan/23 1/1/23	No

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

<u>Date</u> Name/Address	<u>Appointed</u>	<u>Eligible For</u> Term	<u>Expires</u>	<u>Reappointment</u>
Joseph F Quigg IV (W/M) 334 Echo Lane Fayetteville, NC 28303 323-0994/229-4926/484-6131 edstire@nc.rr.com	1/19	1st	Jan/22 1/1/22	Yes

<u>Restaurant Owner</u> (SL 1993-413) Alexandra (Lexi) Hasapis 3102 Cliffdale Road Fayetteville, NC 28303 910-689-8600 lexihasapis@gmail.com	01/21	2nd	Jan/24 1/1/24	No
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**** At its November 17, 2014 meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. At its June 10, 2015 meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. ****

Ex Officio Member: Amy Cannon County Manager

Commissioner Liaison – Jimmy Keefe

Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive

Contact: James J. Grafstrom, Jr., General Manager, Coliseum Complex (or Myra Brooks – 678-7757)

Candice White

From: Myra Brooks
Sent: Tuesday, December 21, 2021 9:51 AM
To: Candice White
Subject: Civic Center Commission Recommendations

At its December 20, 2021 special meeting, the Civic Center Commission voted to recommend the following members for reappointment and requests the Cumberland County Board of Commissioners to reappoint for another 3-year term as their current term expires January 1, 2022:

- 1) Mark J. Yarboro
- 2) Charles McBryde Grannis
- 3) Dr. Vikki Andrews
- 4) Greg Edge
- 5) Joseph F. Quigg IV

Please submit on the next available agenda.

Myra M. Brooks

CLERK TO THE CIVIC CENTER COMMISSION



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

**SUBJECT: FAYETTEVILLE CUMBERLAND ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS**

BACKGROUND

At the December 20, 2021 regular meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Fayetteville Cumberland Economic Development Corporation Board of Directors.

At-Large Category

Dymond Spain

The membership roster for the Fayetteville Cumberland Economic Development Corporation Board of Directors is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy on the Fayetteville Cumberland Economic Development Corporation Board of Directors.

ATTACHMENTS:

Description

FCEDC Membership Roster

Type

Backup Material

FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION
(County Appointees)

Initial staggered terms followed by three-year terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Elected Official – Chairman or Designee</u>				
Glenn B. Adams, Chairman 117 Dick Street, 5 th Floor Fayetteville, NC 28301 678-7771/223-1400(W) gadams@co.cumberland.nc.us	12/21			
Appointment of Elected Official is a chairman's liaison appointment for only one year; can be the Chairman or a designee				
<u>At-Large</u>				
Kelvin Farmer 6450 Touchstone Drive Fayetteville, NC 28304 322-1716/884-0477	12/20	2nd	Nov/23 11/30/23	
Larry Smalls 1418 Oldtown Drive Fayetteville, NC 28314 633-4167/566-0238 waynespeaks@lwaynesmalls.com	12/18	1 st	Nov/21 11/30/21	
Dohn Broadwell Jr. 1600 Rock Hill Road Eastover, NC 28312 931-1104/484-5193 dbbwell@gmail.com	12/19	2nd	Nov/22 11/30/22	

**A copy of the interlocal agreement approved by the Board of Commissioners on September 21, 2015 is in the file.

***Per Article II, Section 2.4 of the Bylaws of the FCEDC "The terms of all appointed directors shall commence on the first Monday in December in the year of their appointments".

Contact: Robert Van Geons, President/CEO 910-500-6464/ Jasmin Ellis

Meetings: 2nd Tuesday monthly at 8:00 a.m. at 201 Hay Street, R. B. Williams Building, Ste 401A Fayetteville, NC



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

SUBJECT: HUMAN RELATIONS COMMISSION

BACKGROUND

At the December 20, 2021 regular meeting, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Human Relations Commission:

NOMINEES:
Jessica Black
Elmore Lowery

The membership roster for the Human Relations Commission is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the two (2) vacancies on the Human Relations Commission.

ATTACHMENTS:

Description	Type
Human Relations Commission Membership Roster	Backup Material

HUMAN RELATIONS COMMISSION
 (County Commissioner Appointees)
 2Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
Eric P. Olson 1495 Butter Branch Dr Fayetteville, NC 28311 778-9098/810-265-8002/919-515-9819	8/20	2nd	Aug/22 8/31/22	No
Kevin Brooks 321 Hay Street Fayetteville, NC 28301 910-551-9031	8/19	2 nd	Aug/21 8/31/21	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 485-4088/988-3126 MCKENDRICK@NC.RR.COM	11/19	2nd	Nov/21 11/30/21	No
Georgeanna Pinckney 3529 Furman Drive Fayetteville, NC 28304 229-3778/286-8582/396-2937	8/19	2nd	Jan/21 1/31/21	No

Contact: Yamile Nazar, Human Relations Manager - Phone: 433-1696 / Fax: 433-1535
 Fayetteville-Cumberland Human Relations Department

Meetings: 2nd Thursday of every month – 5:30 pm (except July)
 Festival Park Plaza Training Room
 225 Ray Ave, Fayetteville



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

SUBJECT: JOINT PLANNING BOARD

BACKGROUND

At the December 20, 2021 regular meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Joint Planning Board:

Cumberland County Board of Commissioner Appointee Category
William Walters

The membership roster for the Joint Planning Board is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint an individual to fill the one (1) vacancy on the Joint Planning Board.

ATTACHMENTS:

Description	Type
Joint Planning Board Membership Roster	Backup Material

JOINT PLANNING BOARD
4 Year Term
(Representing the County)

Bylaws specify that term of office shall be from July 1st until June 30th of the following year.

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Cumberland County Board of Commissioner Appointees:</u>				
James Baker (W/M) 2834 Wade Stedman Rd Stedman, NC 28391 918-822-0643/910-818-2801 jamesbakerlaw@gmail.com	6/21	1st	June/25 6/30/25	Yes
<i>(Cumberland County BOC Appointee)</i>				
J. Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810/436-2426 Kingdom.cdc@att.net	6/17	2nd	June/21 6/30/21	No
<i>(Cumberland County BOC Appointee)</i>				
Kasandra Herbert (B/F) 6323 Abercarn Way Fayetteville, NC 28311 396-5731/922-0851 kasandra.herbert@hotmail.com	6/20	1st	June/24 6/30/24	Yes
<i>(Cumberland County BOC Appointee)</i>				
Gary Burton (W/M) 3451 County Line Rd Fayetteville, NC 28306 910-978-7870 gab7326@aol.com	6/20	1st	June/24 6/30/24	Yes
<i>(Cumberland County BOC Appointee)</i>				
<u>Town of Hope Mills Appointee:</u>				
Susan Moody 3511 Beechwood Street Hope Mills, NC 28348 424-3106/308-8663	6/20	1st	June/24 6/30/24	Yes
Town of Hope Mills Clerk Jane Starling 5770 Rockfish Road Hope Mills, NC 28348 910-424-4555				
<u>Town of Eastover Appointee:</u>				
Stan Crumpler 2569 Dunn Rd Eastover, NC 28312 797-4111/483-6087 mscrumpier@earthlink.net	6/17	1 st	June/21 6/30/21	Yes

Town of Eastover Clerk
 Janie Faircloth
 3863 Dunn Road
 Eastover, NC 28312
 910-323-0707
townclerk@eastoverncc.com

<u>Town of Stedman Appointee:</u>				
Commissioner Jordan Stewart	7/19	1st	June/23	Yes
PO Box 79			6/30/23	
Stedman, NC 28391				
309-0313				
jordan@boose-law.com				

Town of Stedman Clerk
 Christy Horne
 5110 Front Street
 Stedman, NC 28391
 910-323-1892
jkersh@nc.rr.com

<u>Town of Linden Appointee:</u>				
Thomas Lloyd	7/19	1st	June/23	Yes
PO Box 53142			6/30/23	
Fayetteville, NC 28305				
574-3177				
thomasjlloyd@icloud.com				

<u>Town of Spring Lake Appointee:</u>				
Jami McLaughlin	6/19	2nd	June/23	No
300 North Second Street			6/30/23	
Spring Lake, NC 28390				
391-4870				
Jamimclaughlin1@aol.com				

Meetings: 1st and 3rd Tuesday - 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Hearing Room #3

Contact: Laverne Howard, County Planning Department, 678-7610

Per Interlocal Agreement Dated Nov. 19, 2018:

The parties hereto establish in Cumberland County one Joint Planning Board as authorized by the General Statutes of North Carolina and the same shall hereafter be continued under the terms of this agreement. The membership of the Joint Planning Board shall consist of equitable representation from each municipality and from the unincorporated areas of the County as follows:

<u>Governmental Unit</u>	<u>Number of Members to be Appointed</u>
Cumberland County Board of Commissioners	4
Eastover Town Council	1
Hope Mills Board of Town Commissioners	1
Aldermen of the Town of Linden	1

<i>Spring Lake Board of Alderman</i>	<i>1</i>
<i>Stedman Board of Town Commissioners</i>	<i>1</i>
<i>Board of Commissioners of the</i>	
<i>Towns of Godwin, Falcon & Wade</i>	<i>1</i>

<i>TOTAL</i>	<i>10</i>
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The term of membership of the Joint Planning Board shall be for four years. No member shall serve more than two full terms, except that, upon recommendation of two-thirds of the Joint Planning Board it may recommend a third full term to the governing board making the appointment.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

SUBJECT: CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BACKGROUND

At the December 20, 2021 regular meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Cumberland County Local Emergency Planning Committee:

Local Environmental Representative Category

Amy Mateo

The membership roster for the Cumberland County Local Emergency Planning Committee is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy on the Cumberland County Local Emergency Planning Committee.

ATTACHMENTS:

Description	Type
Cumberland County LEPC Membership Roster	Backup Material

CUMBERLAND COUNTY
LOCAL EMERGENCY PLANNING COMMITTEE
3 Year Term
(Staggered Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Print and Broadcast Media Representative</u>				
VACANT (Vacated by J. Thompson)	6/21	1 st	June/24 6/30/24	Yes
Sean Swain CC Sheriff's Office PIO 5315 Fisher Road Fayetteville, NC 28304 910-849-4004	11/19	2nd	Nov/22 11/30/22	No
<u>Operators of Facilities Representative</u>				
Mark Ingram (Dupont) 2507 Torcross Drive Fayetteville, NC 28304 483-6646/678-1860	9/17	2nd	Sep/20 9/30/20	No
Robert Melvin (Eaton Corporation) PO Box 156 Stedman, NC 28391 910-677-5318	11/19	2nd	Nov/22 11/30/22	No
Tony Collado (Valley Proteins) 3814 Corapeake Drive Fayetteville, NC 28312 323-4112/323-9600	11/19	2nd	Nov/22 11/30/22	No
Caleb Stoker 821-101 Astron Lane Fayetteville, NC 28314 874-4340/364-5064 Caleb.stoker@hexion.com	6/21	2nd	June/24 6/30/24	No

Cumberland County Local Emergency Planning Committee, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Representative</u>				
Trooper Robert David Rhodes 1810 Carl Freeman Rd Stedman, NC 28391 910-916-3726 Robdrhodes@gmail.com	6/21	1st	June/24 6/30/24	No
Sgt. Stephen T. Hodges Cumberland Co. Sheriff's Office 312 Kirkwood Drive Fayetteville, NC 28303 321-6786/527-3637 shodges@ccsonc.org	6/20	1st	June/23 6/30/23	Yes
Brett Chandler Fayetteville Police Department 5337 Anna Belle Lane Wade, NC 28395 273-0529/433-1885	11/19	2nd	Nov/22 11/30/22	No
<u>Emergency Management Representative</u>				
Marc C. Baker 190 Wolfpoint Drive Fayetteville, NC 28311 797-7662/321-6734 mbaker@co.cumberland.nc.us	6/21	1 st	June/24 6/30/24	Yes
<u>Community Group Representative</u>				
Stephen Rogers Home Safe Home Inventory 445 McRae Drive Fayetteville, NC 28305 484-1818/884-7021	10/18	2nd	Oct/21 10/31/21	No
<u>Transportation Representative</u>				
Janet Renae Larson 2202 Kimberly Drive Fayetteville, NC 28306 574-1338/323-8283 rlarson@parkergas.com	6/21	2nd	Feb/24 2/28/24	No

Cumberland County Local Emergency Planning Committee, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Health Representative</u>				
Celestine Raineri-Smith Cumberland County Public Health 6300 Nakoma Way Fayetteville, NC 28306 489-1669/433-3685 Craineri-smith@co.cumberland.nc.us	6/20	1 st	June/23 6/30/23	Yes
<u>Hospital Representative</u>				
VACANT (Vacated by F. Williams)	2/19	1 st	Feb/22 2/28/22	Yes
<u>Fire Fighting Representative</u>				
Fire Chief Mike Hill 6200 Sisk Culbreth Rd Godwin, NC 28344 818-3793/433-1428 mhill@ci.fay.nc.us	6/21	1 st	June/24 6/30/24	Yes
<u>First Aid Representative</u>				
Robert L. Godwin Cumberland Co. EMS/Emergency Management Cape Fear Valley Health System 3014 Player Ave Fayetteville, NC 28304 987-7923/615-5696 rgodwin@capefearvalley.com	6/20	1 st	June/23 6/30/23	Yes
<u>At-Large Representative</u>				
Calvin Bishop 1803 Fargo Drive Fayetteville, NC 28304 229-5192/229-5102	11/19	2 nd	Nov/22 11/30/22	No
Henry Eisenbarth 786 Ashfield Drive Fayetteville, NC 28311 480-0012/624-2304	11/19	2 nd	Nov/22 11/30/22	No
<u>Local Environmental Representative</u>				
VACANT (Vacated by P. Rawls)	2/16	1 st	Feb/18 2/28/18	Yes

Cumberland County Local Emergency Planning Committee, page 4

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Utilities Representative</u>				
Rhonda Fokes Public Works Commission 6230 King Hiram Road Hope Mills, NC 28348 303-4622/391-2142	11/19	2nd	Nov/22 11/30/22	No
Ray Jackson 955 Old Wilmington Road Fayetteville, NC 28301 237-1840/223-4118 Ray.jackson@faypwc.com	2/19	1st	Feb/22 2/28/22	Yes

Ex-Officio/Voting Member:

Larry Lancaster, County Commissioner

Emergency Management

Gene Booth, Cumberland County Emergency Services

County Manager

Amy Cannon, County Manager

Hazardous Materials Response Team Leader

Bobby Brinson, City of Fayetteville Fire Department

Fort Bragg:

Adam Buehler, Fort Bragg

Cumberland County Emergency Management Coordinator:

Garry Crumpler, Cumberland County Emergency Services

Contacts: Garry Crumpler 438-4069 gcrumpler@co.cumberland.nc.us

Meets quarterly on the last Thursday of the month in January, April, July & October at 10:00 am –
Meeting Location Varies



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/3/2022

SUBJECT: BOARD OF HEALTH

BACKGROUND

At the December 20, 2021 regular meeting, the Board of Commissioners nominated the following individuals to fill nine (9) vacancies on the Board of Health:

Veterinarian Category

Dr. William Kent Dean

Dentist Category

Dr. Kingsley Momodu

Registered Nurse Category

Cynthia McArther-Kearney

Pharmacist Category

Dr. Olusola A. Ojo

Engineer Category

John Larch III

General Public Representatives Category

Jennifer Brayboy

Kierra Wade

Joseph Fiser

Cumberland County Commissioner Category

Commissioner Jeannette Council

The membership roster for the Board of Health is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill nine (9) vacancies on the Board of Health.

ATTACHMENTS:

Description

Board of Health Membership Roster

Type

Backup Material

BOARD OF HEALTH
3 Year Term

(All terms expire on December 31st per NCGS § 130A-35)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Veterinarian</u>				
Dr. William Kent Dean (W/M) 5733 Rockfish Road Hope Mills, NC 28348 424-2508/624-8691/424-3011 deannoone@aol.com	2/19	1st	Dec/21 12/31/21	Yes
<u>Physician</u>				
Dr. Sam Fleishman 3308 Melrose Road Fayetteville, NC 28304 910-615-3200	1/20	2nd	Dec/22 12/31/22	No
<u>Dentist</u>				
Dr. Kingsley Momodu (B/M) 6806 South Staff Road Fayetteville, NC 28306 401-2616/443-762-1987/568-5669 komomodu@yahoo.co.uk	2/19	1st	Dec/21 12/31/21	Yes
<u>Registered Nurse</u>				
Cynthia McArther-Kearney (B/F) 819 Alexwood Drive Hope Mills, NC 28348 424-3640/308-3772/672-1111 Kearney01.clrk@gmail.com	1/19	1st	Dec/21 12/31/21	Yes
<u>Optometrist</u>				
Hakkam Alsaidi (-/M) 4275 Goldsboro Rd Wade, NC 28395 910-429-6539 alsaidihakkam@gmail.com	5/20	1st	Dec/22 12/31/22	Yes
<u>Pharmacist</u>				
Dr. Olusola A. Ojo (B/F) PO Box 8 Hope Mills, NC 28348 322-6032/488-2120 Oluojo12@hotmail.com	1/19	1st	Dec/21 12/31/21	Yes

(All terms expire on December 31st per NCGS § 130A-35)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Engineer</u>				
John Larch III. (W/M) 2500 North Edgewater Dr. Fayetteville, NC 28303 261-8746/433-1240 jlarch@ci.fay.nc.us	11/18	1 st	Dec/21 12/31/21	Yes
<u>Cumberland County Commissioner</u>				
Jeannette Council 3310 Lake Bend Drive Fayetteville, NC 28311 488-0691 (H) / 273-4585 (C)	2/19	2nd	Dec/21 12/31/21	No
<u>General Public Reps.</u>				
Sonja Council 2214 Puffin Place Fayetteville, NC 28306 864-1651/615-6139	1/19	2nd	Dec/21 12/31/21	No
Dr. Connette McMahon (B/F) 4723 Flintcastle Road Fayetteville, NC 28314 867-6704/489-3915	2/19	2nd	Dec/21 12/31/21	No
Stacy A. Cox (A/F) 7528 Wilkins Drive Fayetteville, NC 28311 910-476-7367 sakuni@aol.com	2/19	1st	Dec/21 12/31/21	Yes

Contact: Dr. Jennifer Green, Public Health Director
 Kelly Smith, Administrative Assistant
 Phone: 433-3705
 Fax: 433-3659

Meetings: 3rd Tuesday of the month - 6:00 PM - Board Room, Health Department, 1235 Ramsey Street
 (July and September meetings take place only if desired).