
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
NOVEMBER 6, 2023
9:00 AM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Retired Cumberland County Employees

Joyce Dunlap - Social Services

Tammy Gillis - Administration

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. American Rescue Plan & Special Project Dashboards

3. CONSENT AGENDA

A. Approval of Health Department Delinquent Accounts To Be Turned Over to the NC Debt Set-off Program

B. Approval of Revised Resolution Authorizing the Expenditure of Opioid Settlement Funds

C. Approval of Sole Source for Software License, Service, and Support for Priority Dispatch System for Emergency Services

D. Approval of Sole Source for Software Upgrades and Maintenance for the 911 Center Dispatch Console Equipment

E. Approval of Sole Source for Software Upgrades and Maintenance for the Back-up 911 Center Dispatch Console Equipment

F. Approval of Sole Source for Hardware Maintenance for 911 Call Center Dispatch Console Equipment

G. Approval to Pay Prior Year Invoices

H. Approval of Proclamation in Support of Operation Green Light for Veterans

I. Approval of Proclamation Recognizing Man2Man Conference

J. Approval of Proposed Addition to the State's Secondary Road System

K. Acceptance of Offer to Purchase Surplus Property Located at 2318 Slater Avenue, Fayetteville

L. Acceptance of Offer to Purchase Surplus Property Located at 237 S. Windsor Drive,

Fayetteville

- M. Approval of Budget Ordinance Amendments for the November 6, 2023 Board of Commissioners' Agenda

4. PUBLIC HEARING

- A. Closure of a Portion of King Road (Formerly SR 4089)

5. ITEMS OF BUSINESS

- A. Consideration of Adoption of 2024 Board of Commissioners' Regular Meeting Dates and Agenda Session Meeting Dates

6. NOMINATIONS

- A. Transportation Advisory Board (4 Vacancies)
- B. Civic Center Commission (3 Vacancies)
- C. Local Emergency Planning Committee (2 Vacancies)

7. APPOINTMENTS

- A. Library Board of Trustees (2 Vacancies)

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

November 20, 2023 (Monday) 6:45 PM
December 4, 2023 (Monday) 9:00 AM
December 18, 2023 (Monday) 6:45 PM



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 10/18/2023

**SUBJECT: APPROVAL OF HEALTH DEPARTMENT DELINQUENT ACCOUNTS TO
BE TURNED OVER TO THE NC DEBT SET-OFF PROGRAM**

BACKGROUND

At the Board of Health meeting on October 17, 2023, the Board approved writing off a total of \$10,733.59 as bad debts. The bad debt accounts with balances of \$50.00 or higher will be processed through the North Carolina Debt Setoff Program. This program can attach to a debtor's State Income Tax Refund and /or lottery winnings for payment of bad debts. The accounts with balances under \$50.00 will continue to be worked for collection through our in-house collection efforts. This write-off of bad debts is compliant with the Cumberland County Health Department's Debt Collection Policy 02-03 to write-off bad debts every quarter.

RECOMMENDATION / PROPOSED ACTION

Approve write-off of \$10,733.59 bad debts to the North Carolina Debt Set-Off Program.

ATTACHMENTS:

Description	Type
Bad Debt Write-Off #70	Backup Material

**CUMBERLAND COUNTY DEPARTMENT
OF PUBLIC HEALTH
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION
BAD DEBT WRITE OFF #70
October 1, 2023**

PROGRAM	AMOUNT
ADULT HEALTH	\$290.00
CHILD HEALTH CLINIC	\$2,753.70
FAMILY PLANNING CLINIC	\$4,576.68
IMMUNIZATIONS	\$1,140.21
MATERNAL HEALTH CLINIC	\$1,973.00
TOTAL	\$10,733.59

**All bad debt accounts with balances of \$50.00 or higher, will be sent to the North
Carolina Debt Set-Off Program, which can attach a debtor's State Income
Tax Refund for payment of bad debts.**

The above accounts are 90 days old or older as of 6/30/2023



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN, HEALTH DIRECTOR

DATE: 11/6/2023

**SUBJECT: APPROVAL OF REVISED RESOLUTION AUTHORIZING THE
EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

BACKGROUND

In July 2021, Attorney General Josh Stein announced a historic \$26 billion agreement that will help bring desperately needed resources to communities harmed by the opioid epidemic. A Memorandum of Agreement (MOA) between the State and local government directs how opioid settlement funds are distributed and used in our state. In February 2023, the Board approved a resolution to direct the expenditure of opioid settlement funds. The resolution was presented to the Commissioners based on the funding amount each organization was approved to receive.

The North Carolina Department of Justice has requested the resolution be revised to reflect the spending based on strategy rather than allocation to each organization. The attached resolution reflects this change. No new dollars are being requested and the funded agencies remain the same. The revised amounts by strategy are provided below:

Collaborative Strategic Planning	\$ 50,000.00
Recovery Support Services	\$ 236,663.33
Recovery Housing Support	\$ 170,000.00
Employment-related services	\$ 70,000.00
Naloxone distribution	\$ 35,000.00
Syringe Service Program	\$ 35,000.00
Criminal Justice Diversion Programs	\$ 66,663.33
Addiction Treatment for incarcerated persons	\$ 200,000.00
Reentry Programs	\$ 136,663.33
Total	\$ 999,990.00

RECOMMENDATION / PROPOSED ACTION

Approve Revised Resolution Authorizing the Expenditure of Opioid Settlement Funds.

ATTACHMENTS:

Description

Type

Revised Resolution Authorizing the Expenditure of Opioid Settlement Funds

Backup Material

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

A RESOLUTION

AUTHORIZING THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS, Cumberland County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS, the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”)

WHEREAS, Cumberland County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS, the Cumberland County Board of Commissioners approved initial recommendations for the use of Opioid Settlement Funds during their August 15, 2022, Regular Meeting, including:

- 1) Funding for the purchase of Narcan and Syringe Service Programs (Strategies 7 and 9).
- 2) Implementation of a \$200,000 multi-year pilot project to support Medication Assisted Treatment (MAT) in Cumberland County Detention Center (Strategy 11)
- 3) Initiation of a Request for Proposal (RFP) process to implement Option A Strategies of the MOA.

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, the expenditure of opioid settlement funds held in the special revenue fund established by the board

of commissioners in accordance with Section D of the MOA is hereby authorized for the specific strategies pursuant to MOA Options A or B and in the amounts dedicated to each funded strategy for the specific period of time as set out below:

1. First strategy authorized

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategy is included in MOA Exhibit A
- c. Item letter and/or number in Exhibit A: 1
- d. Amount authorized for this strategy: \$50,000
- e. Period of time during which expenditure may take place: Start date February 20, 2023, through end date September 30, 2025
- f. Description of the program, project, or activity: Support Strategic Planning efforts with the Cumberland-Fayetteville Opioid Response Team (C-FORT) and to attend strategic planning meetings, trainings, and conferences
- g. Provider: Cumberland County Department of Public Health

2. Second strategy authorized

- a. Name of strategy: Recovery Support Services
- b. Strategy is included in MOA Exhibit A
- c. Item letter and/or number in Exhibit A: 3
- d. Amount authorized for this strategy: \$236,663.33
- e. Period of time during which expenditure may take place: Start date February 20, 2023, through end date September 30, 2025
- f. Description of the program, project, or activity: Provide recovery support services for uninsured and underinsured non-veterans receiving treatment for opioid use disorder, Fayetteville Law Enforcement Assisted Diversion (LEAD) program participants, Family Drug Treatment Court participants, and treatment participants from the ATS OF NORTH CAROLINA, LLC DBA: Carolina Treatment program with a focus on justice involved individuals.
- g. Provider: Myrover-Reese Fellowship Homes, Inc., North Carolina Harm Reduction Coalition, Inc, Family Drug Treatment Court (funds will be administered by Cumberland County through its Department of Justice Services), and ATS OF NORTH CAROLINA, LLC DBA: Carolina Treatment

3. Third authorized strategy

- a. Name of strategy: Recovery Housing Support
- b. Strategy is included in MOA Exhibit A
- c. Item letter and/or number in Exhibit A: 4
- d. Amount authorized for this strategy: \$170,000
- e. Period of time during which expenditure may take place: Start date February 20, 2023, through end date September 30, 2025
- f. Description of the program, project, or activity: Provide housing support to and for uninsured and underinsured non-veterans receiving treatment for opioid use disorder, Family Drug Treatment Court participants, and treatment participants from the ATS OF NORTH CAROLINA, LLC DBA: Carolina Treatment program with Carolina Treatment Center with a focus on justice system involved individuals.
- g. Provider: Myrover-Reese Fellowship Homes, Inc., Family Drug Treatment Court (funds will be administered by Cumberland County through its Department of

Justice Services), and ATS OF NORTH CAROLINA LLC DBA: Carolina Treatment

4. Fourth authorized strategy
 - a. Name of strategy: Employment Related Services
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A: 5
 - d. Amounted authorized for this strategy: \$70,000.
 - e. Period of time during which expenditure may take place: Start date February 20, 2023, through end date September 30, 2025
 - f. Description of the program, project, or activity: Vocational linkages for treatment participants from the ATS OF NORTH CAROLINA, LLC DBA: Carolina Treatment program. with a focus on justice system involved individuals. Support the employments goals of the participants in the family drug treatment court to promote the safety and welfare of children and their families by helping parents achieving a fundamental change in lifestyle by providing support and assisting them in recovering for addiction. Funding is specific to individuals with opioid use disorder.
 - g. Provider: ATS OF NORTH CAROLINA LLC DBA: Carolina Treatment and Family Drug Treatment Court (funds will be administered by Cumberland County through its Department of Justice Services.
5. Fifth authorized strategy
 - a. Name of strategy: Narcan Distribution
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A: 7
 - d. Amounted authorized for this strategy: \$35,000
 - e. Period of time during which expenditure may take place: February 20, 2023, through September 30, 2024
 - f. Description of the program, project, or activity: Purchase of Narcan for distribution to community members and agencies including but not limited persons who use drugs and the family members/friends, community based organizations who work with persons who use drugs, faith based institutions, schools, and first responders
 - g. Cumberland County Department of Public Health
6. Sixth authorized strategy
 - a. Name of strategy: Syringe Service Program
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A: 9
 - d. Amounted authorized for this strategy: \$35,000
 - e. Period of time during which expenditure may take place: February 20, 2023, through September 30, 2024
 - f. Description of the program, project, or activity: Syringe service program including syringe exchange, harm reduction supplies, naloxone distribution and connecting clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports for individuals with opioid use disorder.
 - g. Provider: North Carolina Harm Reduction Coalition, INC
7. Seventh authorized strategy

- a. Name of strategy: Criminal Justice Diversion Programs
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A: 10
 - d. Amount authorized for this strategy: \$66,663.33.
 - e. Period of time during which expenditure may take place: Start date February 20, 2023, through end date September 30, 2025
 - f. Description of the program, project, or activity: Provide naloxone education and distribution, post-overdose follow-up, overdose prevention and harm reduction education, linkage to care, peer support, and support technical assistance for the Fayetteville Law Enforcement Assisted Diversion (LEAD) program.
 - g. Provider: North Carolina Harm Reduction Coalition, INC
8. Eighth authorized strategy
- a. Name of strategy: Addiction Treatment for Incarcerated Persons
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A: 11
 - d. Amount authorized for this strategy: \$200,000
 - e. Period of time during which expenditure may take place: February 20, 2023, through September 30, 2025
 - f. Description of the program, project, or activity: Implementation of Medication Assisted Treatment program at Cumberland County Detention Center detainees to maintain and initiate the use of three medications (methadone, buprenorphine, or naltrexone) approved by the Food and Drug Administration (FDA) for treatment of opioid use disorder. MAT combines counseling and behavioral therapies.
 - g. Provider: Cumberland County Sheriff through medical staff at the Cumberland County Detention Center
9. Ninth authorized strategy
- a. Name of strategy: Re-entry Programs
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A: 12
 - d. Amount authorized for this strategy: \$136,663.00
 - e. Period of time during which expenditure may take place: Start date February 20, 2023, through end date September 30, 2025
 - f. Description of the program, project, or activity: Provide naloxone education and distribution, post-overdose follow-up, overdose prevention and harm reduction education, linkage to care, peer support, and support technical assistance for the Fayetteville Law Enforcement Assisted Diversion (LEAD) program. Support the goals of the family drug treatment court to promote the safety and welfare of children and their families by helping parents achieving a fundamental change in lifestyle by providing support and assisting them in recovering from addiction. Funding is specific to individuals with opioid use disorder. Connect justice system individuals involved with the ATS OF NORTH CAROLINA, LLC DBA: Carolina Treatment program with treatment and recovery support services.
 - g. Provider: North Carolina Harm Reduction Coalition, Inc., Family Drug Treatment Court (funds will be administered by Cumberland County through its Department of Justice Services), and ATS OF NORTH CAROLINA, LLC DBA: Carolina Treatment

The total dollar amount of Opioid Settlement Funds appropriated across the strategies listed above is \$999,990.00, as revised with Grant Project Budget Ordinance Amendment # B240605, incorporated herein by reference.

Within five days after adoption, copies of this resolution and the associated budget ordinance amendment shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted . _____, to be effective February 20, 2023, nunc pro tunc.

Dr. Toni Stewart, Chair
Cumberland County Board of Commissioners

ATTEST:

Andrea Tebbe, Clerk to the Board

COUNTY SEAL



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 10/24/2023

**SUBJECT: APPROVAL OF SOLE SOURCE FOR SOFTWARE LICENSE, SERVICE,
AND SUPPORT FOR PRIORITY DISPATCH SYSTEM FOR
EMERGENCY SERVICES**

BACKGROUND

Funds in the amount of \$49,920.00 were appropriated in the Emergency Telephone budget for fiscal year 2024 for software license renewal, service, and support for the Priority Dispatch System. The Priority Dispatch System includes ProQA call-taking software, AQUA quality assurance software, certification training in Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD), QPR case review service, Continuing Dispatch Education (CDE) online training, a built-in improvement plan from the Accredited Center of Excellence (ACE), and local control to adapt policies and procedures. This software provides emergency question/response instruction and triage system to produce standardized, universal, scripted protocol for medical, fire, and police dispatch. The protocols ensure that the dispatcher gets the appropriate response resources to a caller quicker and more efficiently, reduce complexity and risk, and provide critical support amid the chaos of emergency situations.

Cumberland County Emergency Services is an accredited dispatch agency by the International Academies of Emergency Dispatch (IAED), a standard-setting, research-based nonprofit organization, that oversees the creation, development, and updates to the emergency protocol disciplines (Medical, Fire, and Police). IAED accreditation requires the utilization of Medical Priority Consultants, Inc. call-taking protocols. IAED also provides the curriculum and standards for dispatcher certification in each of the protocols.

Medical Priority Consultants, Inc. is the only all-purpose and comprehensive priority dispatch systems provider in the world. They are the only provider of Expert System Priority Dispatch call-taking software, fully two-way CAD integrated Priority Dispatch software system (ProQA), Automated Quality Assurance Priority Dispatch Case Review software (AQUA), and 24/7 technical support service for Priority Dispatch-related software. They are the only contracted provider of the International Academies of Emergency Dispatch's

evidenced based protocols that meets or exceeds international standards. Since this software, service, and support is only available through one source of supply, it will need to be provided by Medical Priority Consultants, Inc. A quote has been submitted in the amount of \$249,600.00 for a total contract of five (5) years at \$49,920.00 per year.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception for the Priority Dispatch System EMD/EFD/EPD license renewal, service, and support for ProQA, AQUA, Cardsets, Tech Support, and Upgrades, distributed by Medical Priority Consultants, Inc. DBA Priority Dispatch Corp. based on North Carolina General Statute 143-129 (e) (6) (ii), as a needed product is available from only one source of supply.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Sole Source Letter	Backup Material
Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)
Submit Completed Form to Purchasing

Date: 10/02/2023 Department: Emergency Services

1. Vendor Name (Legal Name): Medical Priority Consultants, Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: 49,920 Original Budget (Y/N): Y or Budget Revision #: _____
Budget Codes (The budget the purchase will be made from):
Org. 2604595 Object Code: 533308 Project Code: _____
Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):
Cumberland County Emergency Services is an accredited dispatch agency by the International Academies of
Emergency Dispatch. This accreditation requires the utilization of Medical Priority Consultant's call taking
protocols. Cumberland County Emergency Services Utilizes all services mentioned in the below section.
This includes all Training classes provided to Telecommunicators.

5. Which General Statute Sole Source Standard Does this Request Meet?

- ☐ (1) Performance or price competition is not available. Explain Below.
☒ (2) Product is available from only one source. Explain Below.
☐ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

Medical Priority Consultants, Inc. is the only provider of Expert System Priority dispatch call taking software, this is also the only provider
of two way CAD integrated Priority Dispatch system. Most importantly, they are the only provider contracted with the International
Academies of Emergency Dispatch evidence based protocols that meets or exceeds International standards.

6. Required Attachments:

- a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
b. Attach the quote submitted by the vendor for the purchase.

Recommended By: Sue Borth
Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By: Jessica Hullender Date: 10/24/23

BOCC Meeting Date: 11/6/23 Deadline for Novus Entry: 10/26/23



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

30 March 2023

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's evidenced based protocols that meets or exceeds International Standards
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.3, Police Priority Dispatch System version 7, and Fire Priority Dispatch System version 7.1
- 7) Only contracted provider of Priority Dispatch System cardset trays (springless design for MPDS, FPDS, and PPDS cards on-line dispatching), Priority Dispatch System Pilot Guides, and Priority Dispatch System protocol tablets
- 8) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.3 OMEGA
- 9) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 10) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 11) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 12) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 13) Only contracted ETC Training organization and Curriculum materials provider through the International Academies of Emergency Dispatch
- 14) Only contracted Quality Performance Review (QPR) comprehensive quality assurance program

- 15) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 16) Only MPDS, FPDS, and PPDS web-based continuing dispatch education (CDE) subscription provider to the College of Emergency Dispatch through International Academies of Emergency Dispatch
- 17) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 18) Only provider of automated EMD Dispatch Diagnostics (Breathing Verification Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Emerging Infectious Diseases Diagnostic Tool, Stuck Accelerator Tool)
- 19) Only provider of Academy Analytics™ powered by FirstWatch®
- 20) AI SkillLab, powered by Call Simulator, is a powerful tool to train and enhance the performance of new, as well as experienced Emergency Dispatchers on special ProQA Case Interactive Software
- 21) Voyager AI, powered by Corti, allows agencies to look at and analyze 100% of their calls to pinpoint areas where they excel, as well as identify potential risks within the QA/QI process for better performance in a more timely manner than ever before

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,



Jeff J. Clawson, M.D.
CEO & Medical Director
Director, Division of Research & Standards

Cc: Office of the President
Vice President, Legal & HR
Vice President, Sales & Marketing
Vice President, Protocol, Translation, Curriculum & Instructional Design
Director of Comprehensive Client Implementations



QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111

USA

www.prioritydispatch.net

Prepared By: Tony Guido

Phone: (800) 363-9127

Direct:

Email: Tony.Guido@prioritydispatch.net

Agency:

Cumberland County Emergency
Services
4269

Agency ID#:

Quote #:

Q-52244

Date:

07/26/2023

Offer Valid Through:

12/10/2023

Payment Terms

Net 30

Currency:

USD

Bill To:

Cumberland County Emergency Services

PO BOX 1829

Fayetteville, North Carolina 28302-1829

United States

Ship To:

Cumberland County Emergency Services

131 Dick St

Fayetteville, North Carolina 28301-5725

United States

Product	Discipline	Qty	Amount
Priority Dispatch System ESP EMD/EFD/EPD		13	USD 49,920.00
License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support, and Upgrades (Year 1 - 5)			Per year

Subtotal	USD 249,600.00
Estimated Tax	
Total	USD 249,600.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 10/26/2023

**SUBJECT: APPROVAL OF SOLE SOURCE FOR SOFTWARE UPGRADES AND
MAINTENANCE FOR THE 911 CENTER DISPATCH CONSOLE
EQUIPMENT**

BACKGROUND

Funds in the amount of \$75,060.02 were appropriated in the Emergency Telephone budget for fiscal year 2024 for software upgrades and maintenance for the 911 call center dispatch console equipment located in the Emergency Services Center. This maintenance is related to the MCC 7500 IP Dispatch Console that is used in the 911 call center for the emergency communication and dispatch for the Sheriff's Office, Hope Mills Police/Fire Department, Spring Lake Police/Fire Department, Cape Fear Valley Emergency Medical Services (EMS), and all fire departments supporting the unincorporated areas of Cumberland County.

The North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) is North Carolina's statewide mission-critical radio system that is comprised of over 230 sites that span the entire length of the state. Since the state built the VIPER infrastructure, local agencies were afforded the opportunity to upgrade their communications systems and achieve interoperability without major outlay for infrastructure. When Cumberland County joined the NC VIPER system, which utilizes Motorola proprietary hardware configurations and software, Cumberland County purchased the Motorola dispatch console equipment and corresponding software that is designed and supported to work on the NC VIPER system. As a result, Motorola is the only provider of hardware and software support that will avoid the solution rendering itself incompatible with the NC VIPER system. Motorola utilizes service contracts to provide around the clock support and monitoring services on Motorola dispatch console solutions. Software upgrades consist of Motorola proprietary software and approved third party software. Motorola is the exclusive provider of the System Upgrade Agreement (SUA), and therefore Cumberland County needs to purchase version upgrades from Motorola. Version upgrades are necessary to keep Cumberland County's dispatch centers compatible with NC VIPER system upgrades.

Motorola Solutions, Inc. utilizes proprietary hardware configurations and software to support the NC VIPER system. To stay compatible with the NC VIPER system, the software upgrades and maintenance need to be procured from and installed by Motorola Solutions, Inc. A quote has been submitted in the amount of \$75,060.02.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception for software upgrades and maintenance for the 911 call center dispatch console equipment based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Sole Source Letter	Backup Material
Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 10/02/2023 Department: Emergency Services

1. Vendor Name (Legal Name): Motorola Solutions, Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$75,060.02 Original Budget (Y/N): Y or Budget Revision #: _____

Budget Codes (The budget the purchase will be made from):

Org. 2604595 Object Code: 533407 Project Code: _____

Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

This maintenance agreement is specifically in support of the 911 radio communications equipment. The purpose of the equipment is for the emergency communication and dispatch of Sheriff's Office, Hope Mills

Police/Fire Department, Spring Lake Police/Fire Departments, Cape Fear Valley EMS, and all Fire

Departments supporting the unincorporated areas of Cumberland County. The equipment related to this agreement is the MCC 7500 Radio console. The MCC 7500 consoles are Motorola's IP console supporting the 911 radio system.

5. Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

As the MCC7500 is the only product allowed to connect directly to the NCDPS VIPER system due to being Motorola brand system.

Direct connection to the VIPER net work is prudent in responder safety. The connection allows for the 911 center to "talk Over" others broadcasting

This allows for dispatch to share vital information even when other radio devices are active. With the system directly connected to the VIPER core

it eliminates the need for the console owner to purchase a core or master site. Direct connect to the VIPER core also provides P25 network

Access to mutual aid and many other interoperable talk groups without purchasing additional control stations.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

[Signature] Date: 10/24/23

BOCC Meeting Date: 11/01/23 Deadline for Novus Entry: 10/26/23



Motorola Solutions, Inc.
8720 Red Oak Blvd. #410
Charlotte, NC 28217-3977
704.302.5412

Cumberland County
131 Dick St
Fayetteville, NC 28301

Subject: Sole Source Letter

Dear Cumberland County, NC,

We thank you for your interest in renewing support services with Motorola. When Cumberland County decided to join the NC Viper system which uses Motorola proprietary hardware configurations and software, Cumberland purchased the Motorola dispatch console equipment and corresponding software that is designed and supported to work on the NC Viper system. As such, Motorola is the only provider of hardware and software support on our solution that will avoid the solution rendering itself incompatible with the NC Viper System. Motorola uses service contracts to provide 24x7 support and monitoring services on our dispatch console solutions. Contract USC000005231 covers Cumberland's Dick Street dispatch center and contract USC000710629 covers Executive Place dispatch center both for support services.

Software upgrades consists of Motorola proprietary software and approved third party software. Motorola is the only provider of the System Upgrade Agreement, known as SUA, and therefore Cumberland County need to purchase version upgrades from Motorola. Version upgrades are necessary to keep Cumberland's dispatch centers compatible for when the NC Viper System upgrades their radio network. Motorola's Lifecycle Sustainment Services document covers this service.

If any questions arise, please contact Chad Benson at 910-990-0884 or by email at chad.benson@motorolasolutions.com

Thank you for your time and we look forward to serving Cumberland County in the future.

October 1, 2023
Shadwinn Benson, CSM

A handwritten signature in black ink, appearing to be 'S. Benson', written over the printed name.

**MOTOROLA SOLUTIONS****SERVICE AGREEMENT**

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000848721
Contract Modifier:

Date: 03-OCT-2023

Company Name:	Cumberland County Emergency Services
Attn:	Gene Booth
Billing Address:	131 Dick St Room 114
City, State, Zip Code:	Fayetteville, NC 28301
Customer Contact:	Gene Booth
Phone:	910-850-8166

P.O.#: N/A
Customer #: 1036371110
Bill to Tag#: 0004
Contract Start Date: 15-DEC-2023
Contract End Date: 14-DEC-2028
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SSV01S01625A	ASTRO SYSTEM UPGRADE AGREEMENT II CC	\$5,587.06	\$67,044.54
	SSV01S01627A	ASTRO SUA II UO IMPLEMENTATION SERVICES CC	\$0.00	\$0.00
	SSV01S01629A	ASTRO SUA II FIELD IMPLEMENTATION SVC CC	\$667.96	\$8,015.48
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$0.00	\$0.00
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$0.00	\$0.00
Sub Total			\$6,255.00	\$75,060.02
Taxes			\$391.09	\$4,693.11
Grand Total			\$6,646.09	\$79,753.13
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS Primary Dispatch Center			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__3__
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__3__
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	#__2__

* Service Opt-Out – I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter a reason code:

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

SHADWINN BENSON

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Cumberland County Emergency
Services
Contract Number : USC000848721
Contract Modifier :
Contract Start Date : 15-DEC-2023
Contract End Date : 14-DEC-2028

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised Sep 3, 2022

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 10/26/2023

**SUBJECT: APPROVAL OF SOLE SOURCE FOR SOFTWARE UPGRADES AND
MAINTENANCE FOR THE BACK-UP 911 CENTER DISPATCH
CONSOLE EQUIPMENT**

BACKGROUND

Funds in the amount of \$65,000.00 were appropriated in the Emergency Services Department fiscal year 2024 budget for software upgrades and maintenance for the back-up 911 call center dispatch console equipment located in the Law Enforcement Center (LEC). This maintenance is related to the MCC 7500 IP Dispatch Console that is used as a back-up 911 call center for the emergency communication and dispatch for the Sheriff's Office, Hope Mills Police/Fire Department, Spring Lake Police/Fire Department, Cape Fear Valley Emergency Medical Services (EMS), and all fire departments supporting the unincorporated areas of Cumberland County.

The North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) is North Carolina's statewide mission-critical radio system that is comprised of over 230 sites that span the entire length of the state. Since the state built the VIPER infrastructure, local agencies were afforded the opportunity to upgrade their communications systems and achieve interoperability without major outlay for infrastructure. When Cumberland County joined the NC VIPER system, which utilizes Motorola proprietary hardware configurations and software, Cumberland County purchased the Motorola dispatch console equipment and corresponding software that is designed and supported to work on the NC VIPER system. As a result, Motorola is the only provider of hardware and software support that will avoid the solution rendering itself incompatible with the NC VIPER system. Motorola utilizes service contracts to provide around the clock support and monitoring services on Motorola dispatch console solutions. Software upgrades consist of Motorola proprietary software and approved third party software. Motorola is the exclusive provider of the System Upgrade Agreement (SUA), and therefore Cumberland County needs to purchase version upgrades from Motorola. Version upgrades are necessary to keep Cumberland County's dispatch centers compatible with NC VIPER system upgrades.

Motorola Solutions, Inc. utilizes proprietary hardware configurations and software to support the NC VIPER system. To stay compatible with the NC VIPER system, the software upgrades and maintenance need to be procured from and installed by Motorola Solutions, Inc. A quote has been submitted in the amount of \$65,000.00.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception for software upgrades and maintenance for the back-up 911 call center dispatch console equipment based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Sole Source Letter	Backup Material
Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 10/02/2023 Department: Emergency Services

1. Vendor Name (Legal Name): Motorola Solutions, Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$65,000.00 Original Budget (Y/N): Y or Budget Revision #: _____

Budget Codes (The budget the purchase will be made from):

Org. 1014240 Object Code: 533407 Project Code: _____

Additional Notes Regarding Budget: This is for equipment located in the back-up 911 center.

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

This maintenance agreement is specifically in support of the 911 radio communications equipment located in the LEC. The purpose of the equipment is for the emergency communication and dispatch of Sheriff's Office, Hope Mills

Police/Fire Department, Spring Lake Police/Fire Departments, Cape Fear Valley EMS, and all Fire

Departments supporting the unincorporated areas of Cumberland County. The equipment related to this agreement is the MCC 7500 Radio console. The MCC 7500 consoles are Motorola's IP console supporting the 911 radio system.

5. Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

As the MCC7500 is the only product allowed to connect directly to the NCDPS VIPER system due to being Motorola brand system.

Direct connection to the VIPER net work is prudent in responder safety. The connection allows for the 911 center to "talk Over" others broadcasting

This allows for dispatch to share vital information even when other radio devices are active. With the system directly connected to the VIPER core

it eliminates the need for the console owner to purchase a core or master site. Direct connect to the VIPER core also provides P25 network

Access to mutual aid and many other interoperable talk groups without purchasing additional control stations.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

[Signature]

Date: 10/24/23

BOCC Meeting Date: 11/6/23 Deadline for Novus Entry: 10/26/23



Motorola Solutions, Inc.
8720 Red Oak Blvd. #410
Charlotte, NC 28217-3977
704.302.5412

Cumberland County
131 Dick St
Fayetteville, NC 28301

Subject: Sole Source Letter

Dear Cumberland County, NC,

We thank you for your interest in renewing support services with Motorola. When Cumberland County decided to join the NC Viper system which uses Motorola proprietary hardware configurations and software, Cumberland purchased the Motorola dispatch console equipment and corresponding software that is designed and supported to work on the NC Viper system. As such, Motorola is the only provider of hardware and software support on our solution that will avoid the solution rendering itself incompatible with the NC Viper System. Motorola uses service contracts to provide 24x7 support and monitoring services on our dispatch console solutions. Contract USC000005231 covers Cumberland's Dick Street dispatch center and contract USC000710629 covers Executive Place dispatch center both for support services.

Software upgrades consists of Motorola proprietary software and approved third party software. Motorola is the only provider of the System Upgrade Agreement, known as SUA, and therefore Cumberland County need to purchase version upgrades from Motorola. Version upgrades are necessary to keep Cumberland's dispatch centers compatible for when the NC Viper System upgrades their radio network. Motorola's Lifecycle Sustainment Services document covers this service.

If any questions arise, please contact Chad Benson at 910-990-0884 or by email at chad.benson@motorolasolutions.com

Thank you for your time and we look forward to serving Cumberland County in the future.

October 1, 2023
Shadwinn Benson, CSM

A handwritten signature in black ink, appearing to be 'SB', written over a horizontal line.



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000005231
Contract Modifier: RN01-JUL-2023

Date: 20-MAR-2023

Company Name:	Cumberland County Emergency Services
Attn.:	Gene Booth
Billing Address:	131 Dick St Room 114
City, State, Zip Code:	Fayetteville, NC 28301
Customer Contact:	Gene Booth
Phone:	910-850-8166

P.O.#: N/A
Customer #: 1036371110
Bill to Tag#: 0004
Contract Start Date: 01-JUL-2023
Contract End Date: 30-JUN-2024
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE	\$5,416.67	\$65,000.00
	SSV01S01624A	ASTRO SYSTEM UPGRADE AGREEMENT CC	\$0.00	\$0.00
	SSV01S01626A	ASTRO SUA UO IMPLEMENTATION SERVICES CC	\$0.00	\$0.00
	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC	\$0.00	\$0.00
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$0.00	\$0.00
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$0.00	\$0.00
Sub Total			\$5,416.67	\$65,000.00
Taxes			\$379.17	\$4,550.00
Grand Total			\$5,795.83	\$69,550.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS SUA services are on contract USC000382164			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	X	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	X	<input type="checkbox"/>	# _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>2</u> _____

* Service Opt-Out – I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter a reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)		
-----------------------	--	--

	Regional Service Manager	8/1/2023
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

SEAN FRITCHEY	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Cumberland County Emergency
Services
Contract Number : USC000005231
Contract Modifier : RN01-JUL-2023
Contract Start Date : 01-JUL-2023
Contract End Date : 30-JUN-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data. The parties acknowledge and agree that the terms of this Agreement, including costs and pricing, are public records under North Carolina law.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. The obligation by the County to safeguard equipment and property of Motorola applies only to equipment and tools which will remain in possession of the County for the entire life of the contract and which will be used by the County or its personnel.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Cyber Subscriptions Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* attached hereto as Attachment A are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in Attachment A. .. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced terms

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions

Cumberland County

By: 

By: _____

Name: Sean Fletcher

Name: _____

Title: Regional Service MGR

Title: _____

Date: 8/1/2023

Date: _____



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 10/26/2023

**SUBJECT: APPROVAL OF SOLE SOURCE FOR HARDWARE MAINTENANCE FOR
911 CALL CENTER DISPATCH CONSOLE EQUIPMENT**

BACKGROUND

Funds in the amount of \$67,014.18 were appropriated in the Emergency Telephone budget for fiscal year 2024 for hardware maintenance for the 911 call center dispatch console equipment located in the Emergency Services Center. This maintenance is related to the MCC 7500 IP Dispatch Console that is used in the 911 call center for the emergency communication and dispatch for the Sheriff's Office, Hope Mills Police/Fire Department, Spring Lake Police/Fire Department, Cape Fear Valley Emergency Medical Services (EMS), and all fire departments supporting the unincorporated areas of Cumberland County.

The North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) is North Carolina's statewide mission-critical radio system that is comprised of over 230 sites that span the entire length of the state. Since the state built the VIPER infrastructure, local agencies were afforded the opportunity to upgrade their communications systems and achieve interoperability without major outlay for infrastructure. When Cumberland County joined the NC VIPER system, which utilizes Motorola proprietary hardware configurations and software, Cumberland County purchased the Motorola dispatch console equipment and corresponding software that is designed and supported to work on the NC VIPER system. As a result, Motorola is the only provider of hardware and software support that will avoid the solution rendering itself incompatible with the NC VIPER system. Motorola utilizes service contracts to provide around the clock support and monitoring services on Motorola dispatch console solutions. Software upgrades consist of Motorola proprietary software and approved third party software. Motorola is the exclusive provider of the System Upgrade Agreement (SUA), and therefore Cumberland County needs to purchase version upgrades from Motorola. Version upgrades are necessary to keep Cumberland County's dispatch centers compatible with NC VIPER system upgrades.

Motorola Solutions, Inc. utilizes proprietary hardware configurations and software to support the NC VIPER

system. To stay compatible with the NC VIPER system, the software upgrades and maintenance need to be procured from and installed by Motorola Solutions, Inc. A quote has been submitted in the amount of \$67,014.18.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception for hardware maintenance for 911 call center dispatch console equipment based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility is the overriding consideration.

ATTACHMENTS:

Description	Type
Sole Source Request Form	Backup Material
Sole Source Letter	Backup Material
Quote	Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 10/02/2023 Department: Emergency Services

1. Vendor Name (Legal Name): Motorola Solutions, Inc.

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$67,014.00 Original Budget (Y/N): Y or Budget Revision #: _____

Budget Codes (The budget the purchase will be made from):

Org. 2604595 Object Code: 533407 Project Code: _____

Additional Notes Regarding Budget: This request supports the MCC7500 equipment located at 500 Executive Place. New Emergency Services Center This is also for Hardware

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

The maintenance agreement is for the support to the network portion of the 911 radio system.

The purpose of the network is for the emergency communication and dispatch of Sheriff's Office, Hope Mills

Police/Fire Department, Spring Lake Police/Fire Departments, Cape Fear Valley EMS, and all Fire

Departments supporting the unincorporated areas of Cumberland County. The network monitoring and equipment repair relate to this agreement is what actually connect the onsite radios to the viper network.

5. Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

Cumberland County utilizes the NC VIPER radio system and connected directly via fiber connection. This contract supports the yearly maintenance of the Motorola MCC7500 hardware. The Motorola equipment can only be serviced by Motorola.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Date: 10/24/23

BOCC Meeting Date: 11/6/23 Deadline for Novus Entry: 10/26/23



Motorola Solutions, Inc.
8720 Red Oak Blvd. #410
Charlotte, NC 28217-3977
704.302.5412

Cumberland County
131 Dick St
Fayetteville, NC 28301

Subject: Sole Source Letter

Dear Cumberland County, NC,

We thank you for your interest in renewing support services with Motorola. When Cumberland County decided to join the NC Viper system which uses Motorola proprietary hardware configurations and software, Cumberland purchased the Motorola dispatch console equipment and corresponding software that is designed and supported to work on the NC Viper system. As such, Motorola is the only provider of hardware and software support on our solution that will avoid the solution rendering itself incompatible with the NC Viper System. Motorola uses service contracts to provide 24x7 support and monitoring services on our dispatch console solutions. Contract USC000005231 covers Cumberland's Dick Street dispatch center and contract USC000710629 covers Executive Place dispatch center both for support services.

Software upgrades consists of Motorola proprietary software and approved third party software. Motorola is the only provider of the System Upgrade Agreement, known as SUA, and therefore Cumberland County need to purchase version upgrades from Motorola. Version upgrades are necessary to keep Cumberland's dispatch centers compatible for when the NC Viper System upgrades their radio network. Motorola's Lifecycle Sustainment Services document covers this service.

If any questions arise, please contact Chad Benson at 910-990-0884 or by email at chad.benson@motorolasolutions.com

Thank you for your time and we look forward to serving Cumberland County in the future.

October 1, 2023
Shadwinn Benson, CSM

A handwritten signature in black ink, appearing to be 'S. Benson', written over the printed name.



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000710629
Contract Modifier: RN01-DEC-2023

Date: 02-MAR-2023

Company Name:	Cumberland County Emergency Services
Attn.:	Gene Booth
Billing Address:	131 Dick St Room 114
City, State, Zip Code:	Fayetteville, NC 28301
Customer Contact:	Gene Booth
Phone:	910-850-8166

P.O.#: N/A
Customer #: 1036371110
Bill to Tag#: 0004
Contract Start Date: 15-DEC-2023
Contract End Date: 14-DEC-2024
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S01108A	***** Recurring Services ***** ASTRO SYSTEM ADVANCED PACKAGE	\$5,584.52	\$67,014.18
Sub Total			\$5,584.52	\$67,014.18
Taxes			\$390.92	\$4,690.99
Grand Total			\$5,975.43	\$71,705.17
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS SUA Services are not on this contract.			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

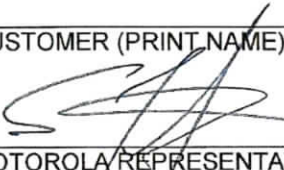
	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	X	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	X	<input type="checkbox"/>	# _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>2</u>

* Service Opt-Out – I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter a reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<hr/>		
CUSTOMER (PRINT NAME)		
<hr/>		
	Regional Service Manager	4/9/2023
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
<hr/>		
SEAN FRITCHEY		
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	
<hr/>		

Company Name : Cumberland County Emergency
Services
Contract Number : USC000710629
Contract Modifier : RN01-DEC-2023
Contract Start Date : 15-DEC-2023
Contract End Date : 14-DEC-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

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Section 2. DEFINITIONS AND INTERPRETATION

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2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

Revised Sep 3, 2022

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised Sep 3, 2022

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 10/26/2023

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

<u>Department</u>	<u>Vendor</u>	<u>Invoice Date/Services Rendered</u>	<u>Amount</u>
Sheriff's Office	InfuSystem	May and June 2023	\$256.20
Sheriff's Office	Phillip's Towing Service Inc.	March, May, and June 2023	\$1,215.00
Sheriff's Office	North Carolina Department of Adult Correction	February 24, 2023	\$478.30
Sheriff's Office	North Carolina State Bureau of Investigations	March 1, 2023	\$76.00
Sheriff's Office	US Foods	June 23, 2023	\$37.42
Sheriff's Office	American Uniform Sales, Inc.	May 10, 2023	\$49.21
Sheriff's Office Total			\$2,112.13

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for the Sheriff's Office totaling \$2,112.13.

ATTACHMENTS:

Description	Type
Prior Year Invoice - Sheriff's Office	Backup Material




**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: THERESA TYNDALL, BUSINESS MANAGER 

DATE: October 11, 2023

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

We are requesting payment of prior year invoices as follows:

INFUSYSTEM, Vendor 6678

Invoice INV912907 dated 05/31/2023 totaling \$130.20 to be paid from 1014203-533802

Invoice INV919981 dated 06/30/2023 totaling \$126.00 to be paid from 1014203-533802

Total \$256.20

This invoice is for rental of medical equipment at the Cumberland County Detention Center. We cannot confirm why these invoices were not received in a timely manner however, we can confirm these services were provided & have not been paid to date. Sufficient funds are currently budgeted, and we request to pay these invoices. Despite our efforts, there are occasional instances of delayed invoices. We are dedicated to working with vendors and internal divisions to ensure timely receipt and payment of invoices so this situation will not reoccur. We are also committed to the continuous reviewing of policies and procedures in regard to acquiring invoices and remitting payments.

PHILLIP'S TOWING SERVICE INC, Vendor 4149

Invoice 102011 dated 06/10/2023 totaling \$375.00 to be paid from 1014200-533510

Invoice 101231 dated 05/10/2023 totaling \$550.00 to be paid from 1014200-533510

Invoice 100422 dated 03/22/2023 totaling \$290.00 to be paid from 1014200-533510

Total \$1,215.00

These invoices are for towing services. We cannot confirm why these invoices were not received as they were all mailed to our office however, we can confirm that these services were rendered & have not been paid. Sufficient funds are currently budgeted, and we request to pay these invoices. Despite our efforts, there are occasional instances of delayed invoices. We are dedicated to working with vendors and internal divisions to ensure timely receipt and payment of invoices so this situation will not reoccur. We are also committed to the continuous reviewing of policies and procedures in regard to acquiring invoices and remitting payments.



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION, Vendor 10961

Invoice 485362 dated 02/23/2023 totaling \$478.30 to be paid from 1014203-522101

This invoice is for janitorial supplies. We cannot confirm why this invoice was not received until now as they were mailed to our office however, we can confirm these services were provided & have not been paid. Sufficient funds are currently budgeted, and we request to pay this invoice. Despite our efforts, there are occasional instances of delayed invoices. We are dedicated to working with vendors and internal divisions to ensure timely receipt and payment of invoices so this situation will not reoccur. We are also committed to the continuous reviewing of policies and procedures in regard to acquiring invoices and remitting payments.

NORTH CAROLINA STATE BUREAU OF INVESTIGATION, Vendor 4057

Invoice NC0260000-20230301-FFS dated 03/01/2023 totaling \$76.00 to be paid from 2014201-544984

This invoice is for concealed weapons permits. We cannot confirm why this invoice was not received until now as they were emailed to our office however, we can confirm these services were provided & have not been paid. Sufficient funds are currently budgeted, and we request to pay this invoice. Despite our efforts, there are occasional instances of delayed invoices. We are dedicated to working with vendors and internal divisions to ensure timely receipt and payment of invoices so this situation will not reoccur. We are also committed to the continuous reviewing of policies and procedures in regard to acquiring invoices and remitting payments.

US FOODS, Vendor 8817

Invoice 350928 dated 06/23/2023 totaling \$37.42 to be paid from 1014203-522130

This invoice is for food products at the Cumberland County Detention Center. We cannot confirm why this invoice was not received until now however, we can confirm these services were provided & have not been paid. Sufficient funds are currently budgeted, and we request to pay this invoice. Despite our efforts, there are occasional instances of delayed invoices. We are dedicated to working with vendors and internal divisions to ensure timely receipt and payment of invoices so this situation will not reoccur. We are also committed to the continuous reviewing of policies and procedure in regard to acquiring invoices and remitting payments.

AMERICAN UNIFORM SALES, INC, Vendor 2754

Invoice 255984-01 dated 05/10/2023 totaling \$49.21 to be paid from 1014203-522120

This invoice is for employee uniforms. We cannot confirm why this invoice was not received until now however, we can confirm these services were provided & have not been paid. Sufficient funds are currently budgeted, and we request to pay this invoice. Despite our efforts, there are occasional instances of delayed invoices. We are dedicated to working with vendors and internal divisions to ensure timely receipt and payment of invoices so this situation will not reoccur. We are also committed to the continuous reviewing of policies and procedure in regard to acquiring invoices and remitting payments.

Please contact our office if any additional information is needed. Thank you for your assistance.

Enclosure



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 11/6/2023

**SUBJECT: APPROVAL OF PROCLAMATION IN SUPPORT OF OPERATION
GREEN LIGHT FOR VETERANS**

BACKGROUND

A request for a proclamation recognizing Operation Green Light was received.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of the proclamation.

ATTACHMENTS:

Description	Type
Operation Green Light Proclamation	Backup Material

Proclamation

WHEREAS, Cumberland County, home to Fort Liberty, the largest military installation in the world in Fort Liberty, has the third largest veteran population in the State behind only Wake and Mecklenburg counties at approximately 52,370 in FY 2022; and

WHEREAS, the residents of Cumberland County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our nation and our community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Cumberland County seeks to honor these individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during the transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Cumberland County Board of Commissioners appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted.

THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, the Cumberland County Board of Commissioners hereby declares from November 6th, 2023 through Veterans Day, November 11th, 2023 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; and

THEREFORE, BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Cumberland County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th - 11th, 2023.

Adopted the 6th day of November 2023.

*Dr. Toni Stewart, Chairwoman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 11/6/2023

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING MAN2MAN
CONFERENCE**

BACKGROUND

A request was received for a proclamation recognizing the 2023 Man2Man Empowerment Conference.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Man2Man Proclamation

Type

Backup Material

 Proclamation

WHEREAS, On November 1-4, 2023, the Man 2 Man Empowerment Conference was hosted in Cumberland County, by a coalition of Ministries, Colleges and Universities, Municipalities, Nonprofit organizations, small businesses, community leaders. It was launched by Pastor Christopher Davis, as a collaborative mission; focused on building stronger better men, and creating opportunities where they could connect, collaborate, and be empowered; and

WHEREAS, the 2023 Man 2 Man Conference was an overwhelming success; as it touched the lives of over 350 men and produced life changing experiences to men of all ages in this region, and as far away as New Mexico. By facilitating year-round Iron Sharpening Iron experiences for men; we are transforming ourselves by doing the work of creating sustainable, positive, and productive relationships; and

WHEREAS, Cumberland County, and it's more than 300,000 citizens is the home of the Man 2 Man Empowerment Conference. We plan to support this much needed movement by working alongside the Man 2 Man Conference with some of our region's most impactful educational institutions, businesses, non-profit organizations, churches, elected officials, athletic clubs, fraternities, and community groups, in order to take this non-traditional faith-based men's conference to the next level; and

WHEREAS, Cumberland County salutes your goal this year to connect with, ignite, and empower at least 500 men; while focusing on our younger men, those ranging from high school to college age. Thereby strengthening the chain of support that allows the established men to impart knowledge and wisdom into the next generation, thereby having the ability to shape the lives of our society's future leaders.; and

WHEREAS, Cumberland County acknowledges this year's theme, "Lifting as We Climb!" speaks loudly to our goal; and because we recognize, that there is strength in numbers, transformational power is unleashed when men work together in unity; therefore, we hope to inspire men of all ages, propelling them forward, healed, and healthy; these men will become better husbands, fathers, leaders and more powerful voices in every area of our community; and

WHEREAS, Cumberland County provides human health services and support to our citizens, we believe that these types of Partnerships and Collaborations demonstrate that we see the value of having a society filled with men of all ages, who are mentally, physically, spiritually, and emotionally strong.

NOW THEREFORE, We, the Cumberland County Board of Commissioners celebrate the Man 2 Man Conference's commitment to the healing and development process of men, who will heal and lead their families, and then build and restore their own communities.

Adopted this 6th day of November 2023

*Dr. Toni Stewart, Chairwoman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 11/6/2023

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.)

- **Shannon Woods Way**

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
Shannon Woods Way	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

J. Eric Boyette

GOVERNOR

SECRETARY

November 14, 2022

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

Subject: Secondary Road Addition

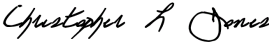
To Whom It May Concern:

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

- Shannon Woods Way

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.

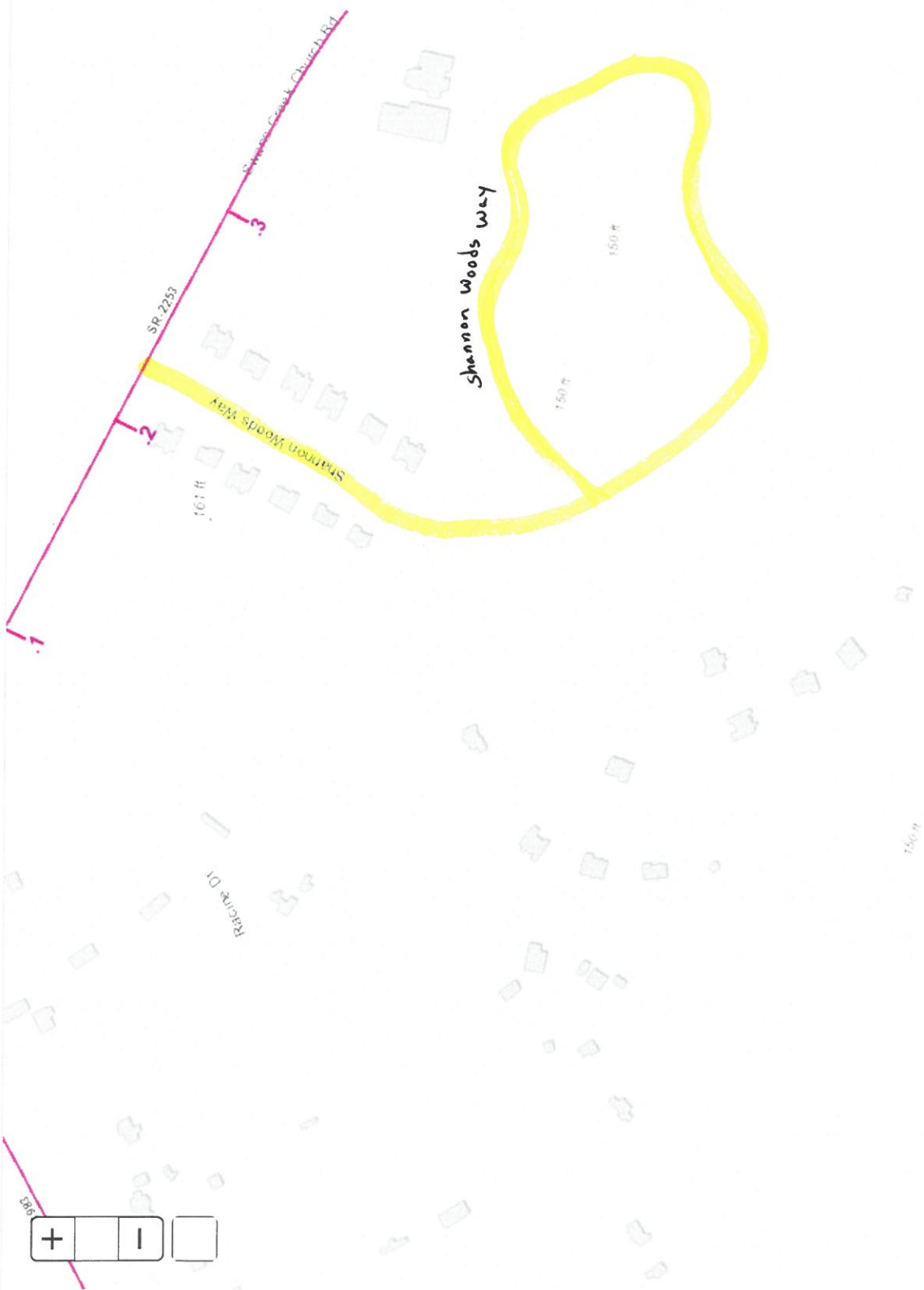
Sincerely,

DocuSigned by:

E64693771D55486...

Christopher Jones
Engineering Technician III

Home ▾ NCDOT Distance Hatches & Structures Map

Details | Basemap |





OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/31/2023

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 2318 SLATER AVENUE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0428-87-3075, being Lots 96-97 Jennie Wheeler Property, Plat Book 9, page 76, located at 2318 Slater Avenue, Fayetteville, at a tax foreclosure sale in 2011 for a purchase price of \$5,633.22. The property is zoned MR5 with a tax value of \$7,500.00. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county on October 18, 2023, by a quitclaim deed recorded in Book 11842 at Page 331. Michael Nepstad, Jr., and Susan Nepstad have made an offer to purchase the property for \$5,633.22. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the board of commissioners finds the real property with PIN 0428-87-3075, being Lots 96-97 Jennie Wheeler Property, Plat Book 9, page 76, located at 2318 Slater Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,633.22. Within 10

days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

November ____, 2023 Andrea Tebbe, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/31/2023

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 237 S. WINDSOR DRIVE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0438-31-6260, being Lot 19 Windsor Terrace, Plat Book 9, page 74, located at 237 S. Windsor Drive, Fayetteville, at a tax foreclosure sale in 2013 for a purchase price of \$9,044.63. The property is zoned SF6 with a tax value of \$8,000.00. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county October 18, 2023, by a quitclaim deed recorded in Book 11842 at Page 331. Takea Walker, on behalf of Elegance Property Management LLC, has made an offer to purchase the property for \$9,044.63. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Takea Walker, on behalf of Elegance Property Management LLC. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the board of commissioners finds the real property with PIN 0438-31-6260, being Lot 19 Windsor Terrace, Plat Book 9, page 74, located at 237 S. Windsor Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,044.63. Within 10

days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

November ____, 2023 Andrea Tebbe, Clerk to the Board



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 10/31/2023

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
NOVEMBER 6, 2023 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Sheriff's Office Grants – Budget Ordinance Amendment B240222 to recognize grant funds from the Office of Community Oriented Policing Services (COPS) Technology and Equipment Program in the amount of \$2,474,000

The Board is requested to accept and approve Budget Ordinance Amendment B240222 grant funds from the Office of Community Oriented Policing Services (COPS) Technology and Equipment Program in the amount of \$2,474,000. These funds will be used to replace portable and mobile radios for the Sheriff's Office. The grant period for this funding will end on December 31, 2024.

Please note this amendment requires no additional county funds.

2) Public Health Department – Budget Ordinance Amendment B240720 to recognize grant funds from the United States Department of Justice Comprehensive Opioid Abuse Site-based Program in the amount of \$230,743

The Board is requested to accept and approve Budget Ordinance Amendment B240720 grant funds from the United States Department of Justice Comprehensive Opioid Abuse Site-based Program in the amount of \$230,743. These funds will be used to continue the initiatives and strategies approved by the C-FORT (Cumberland-Fayetteville Opioid Response Team) to reduce opioid related overdoses and deaths. The grant funds are an extension of the grant approved at the October 7, 2019, Board of Commissioners' meeting.

Please note this amendment requires no additional county funds.

Capital Investment Fund 107

3) Capital Investment Fund – Budget Ordinance Amendment B240149 to appropriate capital investment fund balance in the amount of \$21,300

The Board is requested to approve Budget Ordinance Amendment B240149 to appropriate capital investment fund balance in the amount of \$21,300. The funding will be used for the chiller design for the Emergency Services building. This was not part of the Capital Improvement Plan that was adopted by the Board of Commissioners for FY24.

Please note this amendment requires appropriation of the capital investment fund balance.

REGARDING THE FOLLOWING ITEMS #4-5 PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/23) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2023 budget; however, the money was not spent by June 30, 2023.

The following amendments seek to bring those funds forward from FY 2023 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using ‘new’ funds but are recognizing the use of FY23 funds in FY24.

Innovative Court Grant Fund 241

4) Administrative Office of the Courts (AOC) Veterans Court FY22 – Budget Ordinance Amendment B240731 to re-appropriate FY23 funds from the North Carolina Legislated State Directed Grants for the Innovative Court Pilot Program for Veterans in the amount of \$215,403

The Board is requested to approve Budget Ordinance Amendment B240731 to re-appropriate FY23 funds from the North Carolina Legislated State Directed Grants for the Innovative Court Pilot Program for Veterans in the amount of \$215,403. These funds came from the North Carolina Legislated State Directed Grants. These funds will be utilized by the court system to promote participation from veterans in counseling and other treatment options, promote sobriety among participants and provide alternatives to incarceration for the veterans charged with non-violent crimes. This grant was approved at the February 21, 2022, Board of Commissioners’ meeting.

Human Trafficking WORTH Fund 242

5) Human Trafficking WORTH – Budget Ordinance Amendment B240732 to re-appropriate FY23 funds from the North Carolina Legislated State Directed Grants – Human Trafficking Court Pilot Program in the amount of \$117,895

The Board is requested to approve Budget Ordinance Amendment B240732 to re-appropriate FY23 funds from the North Carolina Legislated State Directed Grants – Human Trafficking Court Pilot Program in the amount of \$117,895. These funds will be utilized by the court system to assist human trafficking victims and enhance community awareness of human trafficking. This grant was approved at the February 21, 2022, Board of Commissioners’ meeting.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/31/2023

SUBJECT: CLOSURE OF A PORTION OF KING ROAD (FORMERLY SR 4089)

BACKGROUND

N.C.G.S. 153A-241 authorizes boards of county commissioners to close public rights-of-way or easements within the county at the request of adjoining landowners when the rights-of-way or easements are not within any municipality, are not maintained by the Department of Transportation, all adjoining landowners are noticed or have submitted a petition requesting it, and no individual owning property in the vicinity of the road or the subdivision in which it is located would be deprived of reasonable means of ingress and egress to his or her property. At its October 16, 2023 meeting, the county attorney reported to the board that he had examined all the documents included with the Resolution of Intent to close the described public right-of-way and determined that all the statutory conditions would be satisfied by this closure. All the adjoining owners requested this closure to sell their lots to a developer for a commercial development. The board adopted a Resolution of Intent to make the closure and set a public hearing for November 6, 2023.

The attached Order of Closure includes Exhibits consisting of the legal description of the public right-of-way to be closed, a GIS map of the public right-of-way to be closed, the Schedule of Advertising from the *Fayetteville Observer* for advertising three successive weeks October 20, 27, and November 3, 2023, and an affidavit of posting the notice on the right-of-way to be closed by a representative of the owners. The county attorney reports that the Publisher's Affidavit has not been received and will be included as an item for information only in the December 4, 2023, agenda to create a permanent record of it. The county attorney further reports that the notice was sent to the Interim Town Manager for Hope Mills and these documents comply with the statutory requirements to conduct the public hearing and order the closure.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends that if after the public hearing the board is satisfied that all the statutory conditions have been met, the board adopt the attached Order of Closure to be recorded in the Register of

Deeds.

ATTACHMENTS:

Description

Order Exhibit A - Legal Description

Order Exhibit B - GIS Map

Order Exhibit C - Schedule of Advertising

Order Exhibit D - Affidavit of Posting

Type

Backup Material

Backup Material

Backup Material

Backup Material

ORDER EXHIBIT A – LEGAL DESCRIPTION

RIGHT-OF-WAY LANDS: BEGINNING at an existing iron rod in the northern right-of-way of a closed state roadway and being the southwestern corner of the lands of Robert & Frances Ferguson (Deed Book 7308, Page 589), and running thence from said iron rod South 81 degrees 30 minutes 31 seconds East 33.52 feet to an existing iron rod; Thence from said iron rod South 85 degrees 34 minutes 29 seconds East 113.48 feet to an existing iron rod; Thence from said iron rod South 87 degrees 4 minutes 57 seconds East 278.17 feet to an existing iron rod, said iron rod being the southeast corner of the lands of Robert & Frances Ferguson (Deed Book 7308, Page 589); Thence from said iron rod and with the right-of-way of Rockfish Road (SR 1112), South 62 degrees 24 minutes 58 seconds East to a calculated point in the line of the lands of Phillip N. Smith (Deed Book 4853, Page 384); thence from said point North 87 degrees 13 minutes 59 seconds West 69.37 feet to an existing mag nail located in the centerline pavement of the closed roadway; Thence from said mag nail, and with the centerline of the paved roadway, North 86 degrees 40 minutes 16 seconds West 43.01 feet to a set mag nail; Thence from said mag nail North 87 degrees 46 minutes 10 seconds West 182.22 feet to set mag nail; Thence from said mag nail North 84 degrees 51 minutes 39 seconds West 47.25 feet to an existing mag nail; Thence from said mag nail North 85 degrees 34 minutes 12 seconds West 111.81 feet to an existing mag nail located at the end of centerline pavement of the closed roadway; Thence from said mag nail North 83 degrees 31 minutes 12 seconds West 61.94 feet to a set iron rod; Thence from said iron rod North 44 degrees 25 minutes 39 seconds East to the place of beginning, containing 0.33 Acre.

This legal description was drafted by Brett T. Hanna, NC Bar #27240 based on a survey by John D. Powers, Jr. PLS L-3719.

ORDER EXHIBIT C – SCHEDULE OF ADVERTISING

Schedule for ad number LWLM00282050

Fri Oct 20, 2023

Fayetteville Observer

All Zones

Fri Oct 27, 2023

Fayetteville Observer

All Zones

Fri Nov 3, 2023

Fayetteville Observer

All Zones

**CUMBERLAND COUNTY
BOARD OF COMMISSION-
ERS**

**NOTICE OF PUBLIC
HEARING PURSUANT TO
NCGS 153A-241
TO CONSIDER THE
CLOSURE OF A PORTION
OF KING ROAD**

TAKE NOTICE that the Cumberland County Board of Commissioners adopted a resolution declaring its intent to close that portion of King Road (formerly SR 4089) lying between its intersection with King Road and Rockfish Road. The Board shall conduct a public hearing on November 6, 2023, at 9:00 a.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, to hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual's property rights.

Clerk to the Board
Publication Dates
L00000000

ORDER EXHIBIT D

North Carolina

Affidavit of Posting

Cumberland County

Mark Candler states under oath as follows:

- (1) I represent the adjoining property owners who have petitioned the board of commissioners to close that portion of King Road (formerly SR 4089) lying between its intersection with the remainder of King Road and Rockfish Road.
- (2) On October 16, 2023, the board of commissioners adopted a Resolution of Intent to make the closure.
- (3) On October 20, 2023, a notice of the intent to close and of the public hearing to be held November 6, 2023, was prominently posted in at least two places along that portion of King Road (formerly SR 4089) lying between its intersection with the remainder of King Road and Rockfish Road.
- (4) The postings have been maintained and will continue to be maintained through the date of the public hearing.

Printed Name: Mark Candler

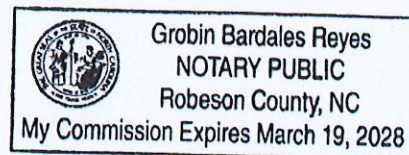
10/30/23

Sworn to and subscribed before me
this 30 day of October, 2023.

Notary Public

Grobin Wilbor Bardales Reyes
Printed Name of Notary Public

My commission expires: March 19, 2028





CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 11/6/2023

**SUBJECT: CONSIDERATION OF ADOPTION OF 2024 BOARD OF
COMMISSIONERS' REGULAR MEETING DATES AND AGENDA
SESSION MEETING DATES**

BACKGROUND

Each year the Board of Commissioners considers adoption of its regular meeting dates for the upcoming calendar year and each year there are exceptions to be considered. The exceptions for calendar year 2024 include the following:

- o The first meeting in January has been moved to Tuesday, January 2, because the preceding Monday, January 1, will be observed for the New Year's Day holiday.
- o The second meeting in January has been moved to Tuesday, January 16, because the preceding Monday, January 15 will be observed as Martin Luther King, Jr. Day.
- o The first meeting in September has been moved to Tuesday, September 3, because the preceding Monday, September 2, will be observed as Labor Day.

For calendar year 2024, the Board may also wish to consider an exception for its Agenda Session meetings. The exception includes the following:

- o The NCACC Annual Conference will be held on August 8-11, 2024. Reschedule the August Agenda Session meeting for Tuesday, August 6, 2024 or Thursday, August 15, 2024.

RECOMMENDATION / PROPOSED ACTION

Select agenda session meeting date for September 2024 and adopt the calendar year 2024 Board of

Commissioners' regular meeting dates and Agenda Session regular meeting dates as proposed or amended.

ATTACHMENTS:

Description	Type
2024 Commissioners' Regular Meeting Dates	Backup Material
2024 Agenda Session Meeting Dates	Backup Material



BOARD OF COMMISSIONERS 2024 REGULAR MEETING DATES

January 2, 2024, 9:00 AM (Tuesday)
January 16, 2024, 6:45 PM (Tuesday)

February 5, 2024, 9:00 AM
February 19, 2024, 6:45 PM

March 4, 2024, 9:00 AM
March 18, 2024, 6:45 PM

April 1, 2024, 9:00 AM
April 15, 2024, 6:45 PM

May 6, 2024, 9:00 AM
May 20, 2024, 6:45 PM

June 3, 2024, 9:00 AM
June 17, 2024, 6:45 PM

July – NO MEETINGS

August 5, 2024, 9:00 AM
August 19, 2024, 6:45 PM

September 3, 2024, 9:00 AM (Tuesday)
September 16, 2024, 6:45 PM

October 7, 2024, 9:00 AM
October 21, 2024, 6:45 PM

November 4, 2024, 9:00 AM
November 18, 2024, 6:45 PM

December 2, 2024, 9:00 AM
December 16, 2024, 6:45 PM

All meetings are held on the first and third Monday of every month, except as noted above, in Room 118 of the Judge E. Maurice Braswell Cumberland County Courthouse located at 117 Dick Street in Fayetteville, N.C.



**BOARD OF COMMISSIONERS
2024 AGENDA SESSION
REGULAR MEETING DATES**

The Cumberland County Board of Commissioners' Agenda Sessions will be held on the second Thursday of every month, except for July, beginning at 1:00 PM in Conference Room 564 of the Judge E. Maurice Braswell Cumberland County Courthouse located at 117 Dick Street in Fayetteville, N.C.

January 11, 2024

July – NO MEETING

February 8, 2024

August 6, 2024 (Tuesday)
August 15, 2024 (3rd Thursday)

March 14, 2024

September 12, 2024

April 11, 2024

October 10, 2024

May 9, 2024

November 14, 2024

June 13, 2024

December 12, 2024

The third Thursday of every month, except for July, will be set aside for special meetings beginning at 1:00 PM as needed and will be noticed accordingly.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 11/6/2023

SUBJECT: TRANSPORTATION ADVISORY BOARD (4 VACANCIES)

BACKGROUND

The Transportation Advisory Board (TAB) has the following four (4) vacancies:

Urban Transit Provider Representative:

Randy Hume-Retired

The Transportation Advisory Board recommends **Tyffany Neal**.

Sheltered Workshop Director or Designee:

Nicole A. Willingham-Completes first term November 2023.

The Transportation Advisory Board recommends **Kristina Clifton**.

County Planning Department Director or Designee:

Rawls Howard-Completed second term February 2023.

The Transportation Advisory Board recommends **Rawls Howard** for reappointment.

County DSS Director or Designee:

Ashley Patterson-Completed second term February 2023.

The Transportation Advisory Board recommends **Ashley Patterson** for reappointment.

The current membership roster, applicant list, and recommendation letter for the Transportation Advisory Board is attached.

RECOMMENDATION / PROPOSED ACTION

Please nominate individuals to fill the four (4) vacancies.

ATTACHMENTS:

Description	Type
Transportation Advisory Board Recommendation Letter	Backup Material
Transportation Advisory Board Membership Roster	Backup Material
Transportation Advisory Board Applicant List	Backup Material

Rawls Howard
Chairman

Allinda Bailey
Vice Chairperson

Lashonda Cherry-Crawford
Transportation Coordinator



Transportation Advisory Board

MEMORANDUM

10/17/2023

TO: Iva Clark, Deputy Clerk to the Board

FROM: Lashonda Cherry-Crawford, Program Coordinator *L. Cherry-Crawford*

SUBJECT: TAB Member Nominations

The Transportation Advisory Board has recommended to appoint the following representatives to serve on the board:

Tyffany Neal, Urban Transit Provider Representative (Randy Hume-Retired)

Kristina Clifton, Employment Source (Nicole Willingham-Term ended)

The Transportation Advisory Board has recommended the following members to serve a second term:

Rawls Howard, Planning Department Director

Ashley Patterson, Cumberland County DSS

The Transportation Advisory Board continues to work on recommendations for the following positions: Health Department, Vocational Rehab Representative, and others.

If you have any questions or need any additional information, please contact me at lcrawford@cumberlandcountync.gov or 910-678-7624.

TRANSPORTATION ADVISORY BOARD

2 Year Term*(All terms expire November 30th and begin December 1st according to the TAB bylaws.)*

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>City of Fayetteville Representative</u> VACANT (Vacated by A. Thomas)	3/19	2nd	Nov/20 11/30/20	No
<u>Urban Transit Provider Representative</u> Randy Hume 505 Franklin Street Fayetteville, NC 2830 922-6800/433-1011 Rhume@ci.fay.nc.us	8/21	1st	Nov/23 11/30/23	Yes
<u>Mid-Carolina Council of Governments Director or Designee</u> Carla Smith Mid-Carolina Council of Governments 6205 Raeford Rd Fayetteville, NC 28304 910-323-4191 CSMITH@MCCOG.ORG	8/22	1st	11/24 11/30/24	Yes
<u>County DSS Director or Designee</u> Ashley Patterson Cumberland County DSS 5121 Tern Place Fayetteville, NC 28311 677-2527/797-6657 ashleypatterson@ccdssnc.com	2/21	1st	Feb/23 2/28/23	Yes
<u>DSS Work First Representative</u> Dana Davis Cumberland County DSS 7702 Buttonwood Ave Fayetteville, North Carolina 28314 973-9197/677-2339 Danadavis@ccdssnc.com	2/20	2nd	Nov/21 11/30/21	No
<u>Workforce Development Center Director or Designee</u> Matthew Fowler NC Department of Commerce – Workforce Solutions 289 Corporate Drive Lumberton, NC 28358 matthew.fowler@nccommerce.com	11/22	1 st	Nov/24 11/30/24	Yes

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Vocational Rehab Representative</u>				
VACANT (Vacated by E. Morales)	6/18	1st	Nov/20 11/30/20	Yes
<u>Sheltered Workshop Director or Designee</u>				
Nicole A. Willingham 4214 Donegal Drive Hope Mills, NC 28348 527-7403/605-4319 Nicolew45@gmail.com	6/21	1st	Nov/23 11/30/23	Yes
<u>Aging Programs Representative</u>				
Amber Gulch 6218 Bristol Drive Fayetteville, NC 28314 864-4311/322-5582/484-0111 agulch@cccccoa.org	2/20 8/22	2nd	Nov/24 11/30/24	No
<u>Mental Health Representative</u>				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 491-4816/536-3886	11/20	2nd	Nov/22 11/30/22	No
<u>Emergency Medical Services Representative</u>				
Alinda Bailey 4565 Greenwood Rd Fayetteville, NC 28306 910-584-7898	11/22	2nd	Nov/24 11/30/24	No
<u>County Planning Department Director or Designee</u>				
Rawls Howard 130 Gillespie Street Fayetteville, NC 28301 910-678-7618 rhoward@co.cumberland.nc.us	2/21	1st	Feb/23 2/28/23	Yes
<u>County Health Director or Designee</u>				
Sharon Batten 2260 Dockvale Drive Fayetteville, NC 28306 424-6559/797-8773/433-3741 sharonebatten@hotmail.com	2/20	2nd	Nov/21 11/30/21	No

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>At-Large Representatives</u>				
Mike Rutan (Sheila O'Kelley) 130 Gillespie Street Fayetteville, NC 28301 910-323-4191 Ext 34	11/22	1st	Nov/22 11/30/22	No
Dorothy Harris (RESIGNED) 270 Lick Creek Drive Linden, NC 28356 910-502-2130 damazyckharris@twc.com	11/20	2nd	Nov/22 11/30/22	No
Veronica Pierce (VACANT) 703 Connaly Drive Hope Mills, NC 28348 910-678-2691 veronicapierce@ccs.k12.nc.us	11/20	2nd	Nov/22 11/30/22	No
Debra Kinney 1506 Camelot Drive Fayetteville, NC 28304 491-4793/853-1510 dkinney@alliancehealthplan.org	8/21	1st	Nov/23 11/30/23	Yes
<u>MPO Representative</u>				
Deloma Graham 130 Gillespie Street Fayetteville, NC 28301 678-7628 dgraham@co.cumberland.nc.us	8/22	1st	Nov/24 11/30/24	Yes
(serving unexpired term; eligible for one additional term)				
<u>Dialysis Center Representative</u>				
Antionette Wiggins 6210 Pinto Court Fayetteville, NC 28303 Melvinjoyn@gmail.com 910-867-3273	11/22	1st	Nov/24	Yes

**Board was created by the Commissioners on 11/6/00.

Meetings: Second Tuesday in the first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM – Special meeting held in June when necessary.

Location: Historic Courthouse, Courtroom 3; 130 Gillespie St., Fayetteville, NC

Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
AAZAM, PEGGY (F/W) 6205 RAEFORD RD FAYETTEVILLE, NC 28304 910-323-4191 paazam@mccog.org Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: WORKFORCE DEVELOPMENT CENTER DIRECTOR OR DESIGNEE	PROGRAM COORDINATOR	BA
BECKLEY, TAMMY (W/F) 4341 PRODUCTION DRIVE FAYETTEVILLE NC 28306 NO PHONE # LISTED T.BECKLEY@NITTA.GELATIN.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	HR GENERALIST NITTA GELATIN	SOME COLLEGE
BEST, ANNESSA (B/F) 7726 S SHIELD DRIVE FAYETTEVILLE, NC 28314 910-286-2249 ANNESSABEST@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: AT-LARGE	STUDENT	FAY STATE UNIVERSITY
BLUE, ASHLEI (-/-) 734 MORISTON RD FAYETTEVILLE NC 28314 910-8509606 ASHKASHBLUE@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: YES CATEGORY: AT-LARGE; CITY OF FAYETTEVILLE REP; URBAN TRANSIT PROVIDER	POLITICAL CONSULTANT	UNC @CHARLOTTE

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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BLUE, CARL (B/M) 1300 OAK KNOLLS DRIVE FAYETTEVILLE NC 28314 910-318-7941	YOUTH DEVELOPMENT COORDINATOR CC SCHOOLS	BS DEGREE
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CARLBLUE@CCS.K12.NC.US

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: NO

CATEGORY: MENTAL HEALTH REPRESENTATIVE (INELIGIBLE FOR 1 YEAR)

BODOH, DR. MADELINE (B/F) 400 HARLOW DRIVE FAYETTEVILLE NC 28314 494-2194/570-9527	DIRECTOR CONTINUOUS PROCESS IMPR. US ARMY RESERVE COMMAND	PHD/MASTERS
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PROFESSORMBODOH@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: KIWANIS INTERNATIONAL

CATEGORY: AT-LARGE REPRESENTATIVE

BRADLEY, BENNIE D. (B/F) 5837 CONSERVATION COURT FAYETTEVILLE NC 28314 339-3402/624-9120	RETIRED	BA-BUSINESS ADMIN.
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BDBRADLEY26@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: AT-LARGE REPRESENTATIVE

CLIFTON, KRISTINA
820 FRESNO DRIVE
FAYETTEVILLE, NC 28303
910-703-4042

KRISTINA.CLIFTON@SERVICESOURCE.ORG

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: VOCATIONAL REHABILITATION REPRESENTATIVE

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
CRUMPLER, GARRY (M/B) 7395 FAYETTEVILLE HWY GODWIN NC 28344 910-489-6107 (M) 910 438-4069 (W) gcrumpler@co.cumberland.nc.us 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	CUMBERLAND COUNTY EMERGENCY MGT.	BACHELOR OF SCIENCE FIRE PROTECTION TECH.
CATEGORY: EMERGENCY MEDICAL SERVICES REPRESENTATIVE *Currently serving as Vice Chair for the Cumberland County LEPC		
GOODEN, RODERICK (B/M) 706 DANDRIDGE DR FAYETTEVILLE NC 28314 910-728-6228 GOODENR@FAYTECHCC.EDU 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: YES	LOGISTIC TECH	COMPLETING MASTERS
CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING		
GRANT, KELLEY Y (-/F) 3921 TASHA DRIVE HOPE MILLS NC 28348 818-0254/615-1344 KELBLAZE34@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	CLINICAL EDUCATOR RN	BSN
CATEGORY: DIALYSIS CENTER REPRESENTATIVE		
GRAYSON, MICHAEL L. (B/M) 272 WINDSOR DRIVE FAYETTEVILLE NC 28301 910-476-7813 MGRAYSON3687@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	MENTAL HEALTH THERAPIST CAROLINA OUTREACH	MASTERS
CATEGORY: MENTAL HEALTH REPRESENTATIVE		

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD Page 4**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HERNDON, LOGAN 7600 DOCUMENTARY DRIVE FAYETTEVILLE, NC 28306 910-624-6177 GCFIRE1801@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	CITY OF FAYETTEVILLE BATTALION FIRE CHIEF	MS-EMERGENCY MANAGEMENT
HONDROS, DENO (W/M) 304 COURTYARD LANE FAYETTEVILLE NC 28303 977-0685/802-0076/864-2626 DJHONDROS@HOTMAIL.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: AT-LARGE REPRESENTATIVE ** CURRENTLY SERVING AS CITY OF FAYETTEVILLE COUNCIL MEMBER**	COMMERCIAL REAL ESTATE BROKER SELF EMPLOYED	SOME COLLEGE
HUME, RANDY (-/-) 505 FRANKLIN ST, EAST FAYETTEVILLE NC 28301 910-922-6800 RHUME@CI.FAY.NC.US 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: YES CATEGORY: GENERAL PUBLIC	TRANSIT DIRECTOR	BS/BA
JOHNSON, CLIFTON (B/M) 918 LIBERTY LANE FAYETTEVILLE, NC 28311 706-550-8270 (M) 757-753-0803 (W) clifton4mayor@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: Joint Forces Staff College CATEGORY: GENERAL PUBLIC	REAL ESTATE/MILITARY	EXECUTIVE CERTIFICATE STRATEGIC LEADERSHIP LIBERTY

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD Page 5**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
KNOX, ELLA 245 DUSTY LN LINDEN, NC 28356 910-753-4210 EKNOWX@BTEENTERPRIZE.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	QUALITY ASSURANCE & CUSTOMER SERVICE	BS HUMAN DEVELOPMENT
<i>CATEGORY: WORKFORCE DEVELOPMENT CENTER DIRECTOR OR DESIGNEE</i>		
LANTHORN, JOHN 6841 MAIN STREET, WADE, NC 28395 910-850-8453 JOHNNY.LANTHORN@FAYPWC.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: NO	MAINTENANCE SUPERVISOR PWC	COMMUNITY COLLEGE
<i>CATEGORY: Firefighter Representative</i> **CURRENT TOWN OF WADE COMMISSIONER**(12/23)		
MCPHAUL, SHADONNA M. (B/F) 2287 RIDGE MANOR DRIVE FAYETTEVILLE NC 28306 910-574-3346 THEMOYOUKNOW@MOSHEROES.ORG Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED AIR FORCE OWNER THE MO YOU KNOW	NONE LISTED
<i>CATEGORY: URBAN TRANSIT PROVIDER REPRESENTATIVE??</i>		
O'KELLEY, SHEILA (B/F) 2325 GRAY GOOSE LOOP FAYETTEVILLE, NC 28306 910-688-8176 william.d.okelley@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	NON-PROFIT FAMILY ADVOCATE	CERTIFICATE TRAVEL-TOURISM- EL PASO CC
<i>CATEGORY: AT-LARGE REPRESENTATIVE</i>		

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD Page 6**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
OROZCO, BRENEE(B/F) 1736 ELLIE AVE FAYETTEVILLE, NC 28314 910-286-3382 OROZCOFORM@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: NO CATEGORY: City of Fayetteville **Currently serving on the Board of Adjustment*	ATTORNEY	JURIS DOCTOR-WILLIAM H. BOWDEN SCHOOL OF LAW
PITTMAN, RONALD W. (W/M) 813 KATIE STREET FAYETTEVILLE, NC 28306 728-5613 (H)/425-0605 (H/W) EDAOFAY1@YAHOO.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: CIVILIAN CHAIR FROM CUMBERLAND COUNTY	EXECUTIVE DIRECTOR ARMS OF REFUGE, INC. THE ROSE PETAL FLORIST	FSU
SMITH, CARLA F. (-/F) 6205 RAEFORD RD FAYETTEVILLE NC 28304 910-323-4191 CSMITH@MCCOG.ORG 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: MID-CAROLINA COUNCIL OF GOVERNMENTS DIRECTOR OR DESIGNEE	AGING PROGRAM SPECIALIST	MA- SOCIAL WORKER
WATSON, JAMIE 6648 CAMDEN ROAD FAYETTEVILLE, NC 28306 828-962-2425 JAMIE.E.FERRELL@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: AT-LARGE REPRESENTATIVE	THE CARE CLINIC	AA IN ARABIC/DEF LANGUAGE



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 11/6/2023

SUBJECT: CIVIC CENTER COMMISSION (3 VACANCIES)

BACKGROUND

On March 6, 2023, the Cumberland County Board of Commissioners approved a request from the Cumberland County Civic Center Commission to make an exception to policy and extend the appointments of three members (Sheba McNeill, Gregory Parks and Joe Gillis) for another year based on the special circumstances of the existing board's knowledge of and cooperation with the ongoing Crown Event Center project. This required the Board to waive the two consecutive term limit pursuant to Rule 29 of the Board's Rules of Procedure.

At its Sept. 25, 2023 meeting, the Civic Center Commission discussed nominations to replace the three members whose terms were extended until March 2024, along with one additional member (Alexandra "Lexi" Hasapis) whose term expires on Jan. 1, 2024. Per the Board's Rules of Procedure, none of the four Commission members are eligible for reappointment as they will be completing their second terms on the Commission. During the Sept. 25 meeting, the Civic Center Commission voted to recommend that the Board of Commissioners extend all members' terms through the current projected completion date of the Crown Event Center project of Nov. 1, 2025. This would mean all current members' terms would expire Jan. 1, 2026.

County Attorney Rick Moorefield has provided a memo stating that the Session Law that established and revised the requirements for the Cumberland County Civic Center Commission requires the membership of the Commission to serve in staggered terms. He has also provided a recommendation for the Board to comply with Session Law by reestablishing staggered terms.

Should the Board wish to approve the Civic Center Commission's request of reappointing the current membership to continue serving through the completion of the Crown Event Center project, an exception to policy waiving the two consecutive term limit pursuant to Rule 29 of the Board's Rules of Procedure would

also be required.

Attached with this memo are the County Attorney's memo titled "Legal Requirements for Terms of Office for Civic Center Commissioners," along with the Commission's membership roster, applicant list and recommendation from the Civic Center Commission.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of an exception to policy waiving the two consecutive term limit pursuant to Rule 29 of the Board's Rules of Procedure and approval of the Civic Center Commission reappointment of the current membership to continue serving through January 1, 2026.

ATTACHMENTS:

Description	Type
County Attorney Memo	Backup Material
Civic Center Commission Roster	Backup Material
Civic Center Commission Applicant List	Backup Material

MEMO

To: Brian Haney, Civic Center Commissioners
From: Rick Moorefield *R. Moorefield*
Date: October 11, 2023
Subject: Legal Requirements for Terms of Office for Civic Center Commissioners

The Cumberland County Civic Center Commission was created as the Cumberland Memorial Auditorium Commission by Session Law 1965-360. That law created staggered terms of office of three years by requiring one-third of the commissioners appointed by the board of county commissioners to be appointed each year. Session Law 1991-27 changed the name of the commission to the current name and continued the requirement that one-third of the commissioners appointed by the board of county commissioners be appointed each year. Session Law 2015-61 reduced the number of commissioners serving on the Cumberland County Civic Center Commission to be appointed by the board of county commissioners from fifteen to nine. It established the term of office for the commissioners to be three years and until their successors are appointed for like terms. It further provides the terms shall be staggered, and any member may be reappointed for successive terms.

The appointment of commissioners to terms less than three years is not authorized by Session Law 2015-61; however, it does make the terms to be for three years and until their successors are appointed for like terms. This gives the board of commissioners the leeway to reestablish the staggering of terms. Currently, one commissioner on the Civic Center Commission has a term expiring January 1, 2024, three have terms expiring March 31, 2024, and five have terms expiring January 1, 2025. The county attorney advises the terms can be staggered to one-third of the appointments being made each year and comply with the session law by making or not making appointments as follows:

- (1) for the term expiring January 1, 2024, make an appointment until January 1, 2027
- (2) for the three terms expiring March 1, 2024, allow all three to hold over until January 1, 2026
- (3) for the five terms expiring January 1, 2025, appoint three until January 1, 2028, and allow two to hold over to January 1, 2027

This will result with three terms of three years each being appointed each year after 2024 with one new appointment being made in 2024 and three in 2025 and thereafter.

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	1/22	2nd	Jan/25 1/1/25.	No
Charles McBryde Grannis (W/M) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 Mcbrydeg@yahoo.com	1/22	2nd	Jan/25 1/1/25	No
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/22	2nd	Jan/25 1/1/25.	No
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 MR.JHGILLIS@GMAIL.COM	3/23	3rd	March/24 3/31/24	No
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	3/23	3rd	March/24 3/31/24	No
Greg Edge (W/M) 2905 Delaware Drive Fayetteville, NC 28304	1/22	2nd	Jan/25 1/1/25.	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	3/23	3rd	March/24 3/31/24	No

Civic Center Commission, page 2

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>	<u>Appointed</u>	<u>Eligible For</u>	<u>Expires</u>	<u>Reappointment</u>
Name/Address		Term		
Joseph F Quigg IV (W/M)	1/22	2nd	Jan/25	No
334 Echo Lane			1/1/25	
Fayetteville, NC 28303				
323-0994/229-4926/484-6131				
edstire@nc.rr.com				

Restaurant Owner (SL 1993-413)				
Alexandra (Lexi) Hasapis	01/21	2nd	Jan/24	No
3102 Cliffdale Road			1/1/24	
Fayetteville, NC 28303				
910-689-8600				
lexihasapis@gmail.com				

**** 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 – Charles Evans

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

Contact: Seth Benalt, General Manager, Coliseum Complex (or Myra Brooks – 678-7757)

**APPLICANTS FOR
CIVIC CENTER COMMISSION**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BARNETT, RAQI (B/F) 2107 YATES RANCH RD HOPE MILLS, NC 28348 910-916-0060 MEMPHISBARNETT@VCS.K12.NC.US 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	THEATRE ART TEACHER	BACHELORS
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 ***Currently serving on the CC Finance Corp.-Industrial Facilities and Pollution Control Financing Authority***	HR MANAGER MOUNTAURE FARNS	MBA, DOCTORATE BUSINESS ADMIN
BOONE, CHERYL (-/F) 310 DURANT DRIVE FAYETTEVILLE, NC 28304 910- BLESSED4085@MSN.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	TEACHER	FAYETTEVILLE STATE/MASTERS
CHOI, JOSHUA (ASIAN/M) 2635 EDMONTON ROAD FAYETTEVILLE, NC 28304 910-916-7015 JRC012@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	SELF-EMPLOYED	BACHELORS

Civic Center Commission, Page 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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
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 CATEGORY: GENERAL PUBLIC *** Currently serving on the Mid-Carolina Aging Advisory Council	RETIRED EDUCATOR CUMBERLAND COUNTY SCHOOLS *SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL*	MASTER'S DEGREE
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

Civic Center Commission, Page 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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
OMOGBEHIN, FOLORUNSHO (B/M) 1308 SNOWY EGRET DRIVE FAYETTEVILLE, NC 28306 270-684-4227 FOLORUNSHO838@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: NO CATEGORY: GENERAL PUBLIC	CLERGY	MASTERS/BUS ADMIN.
PELT, TRACY(B/F) 5819 CHERRYSTONE DRIVE FAYETTEVILLE, NC 28311 910-670-0108 PELT.TRACY@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 APPLICATION RECEIVED: 9-29-23	INSTRUCTOR	BS-HUMAN SERVICES
SINCLAIR, TIMOTHY (B/M) 7834 ADRIAN DRIVE FAYETTEVILLE, NC 28314 910-864-7417 (H) 910-797-7693 (C) TIMSINCLAIR@YAHOO.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	ESL INSTRUCTOR	Ed. S. Education Spec.

Civic Center Commission, Page 4

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<p>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</p>	NONE LISTED	HIGH SCHOOL
<p>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: No CATEGORY: GENERAL PUBLIC</p>	<p>RETIRED SOLDIER/IT SUPPORT FSU/ARMY</p>	BA, MBA
<p>TWADDELL, ROBERT DC (W/M) 1332 BRAGG BLVD. FAYETTEVILLE, NC 28301 257-7246(H/M)/303-2690(W) DOCTOR@AHEALTHYBACK.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: SERVES POSITION ON CHIROPRACTIC ADVANTAGE CATEGORY: GENERAL PUBLIC</p>	CHIROPRACTOR	DC DOCTOR OF CHIROPRACTIC MEDICINE
<p>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</p>	<p>ACCOUNTANT WORTHY'S TAX</p>	BS DEGREE



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 11/6/2023

SUBJECT: LOCAL EMERGENCY PLANNING COMMITTEE (2 VACANCIES)

BACKGROUND

The Cumberland County Local Emergency Planning Committee has the following two (2) vacancies:

First Aid Representative:

Robert L. Godwin-Completed First Term June 2023. The Local Emergency Planning Committee recommends **Robert L. Godwin** for Reappointment.

Health Representative:

Celestine Raineri-Smith. Completed First Term June 2023. The Local Emergency Planning Committee Recommends **Greg Phillips**.

The current membership roster, applicant list, and recommendation letter for the Local Emergency Planning Committee is attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the two (2) vacancies.

ATTACHMENTS:

Description	Type
Emergency Planning Committee Recommendation Letter	Backup Material
Emergency Planning Committee Roster	Backup Material
Emergency Planning Committee Applicant List	Backup Material



Emergency Services Department

MEMORANDUM

To: IVA CLARK
FROM: MARC C. BAKER, EMERGENCY MANAGEMENT PLANNER
DATE: October 23, 2023
SUBJECT: LOCAL EMERGENCY PLANNING COMMITTEE MEMBER UPDATES

The Local Emergency Planning Committee (LEPC) recommend the following people to serve/ continue to serve on the LEPC.

Robert L. Godwin First Aid Representative

Greg Philips Health Representative

We request that these changes and updates be presented to the Board of Commissioners for final consideration and approval.

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>				
Lou Cherry 4243 Cherry Hill Lane Fayetteville, NC 28312 919-903-6232 (C) 910-438-4023 (W) lcherry@co.cumberland.nc.us	11/22	Serving unexpired term	June/24 6/30/24	Yes
Sean Swain VACANT 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>				
Donna Godwin (Dupont) 722 Alexwood Drive Hope Mills, NC 28348 676-8385 / 213-1383 D-FAYE.GODWIN@DUPONT.COM	11/22	1st	Nov/25 11/30/25	Yes
Robert Melvin VACANT (Eaton Corporation) PO Box 156 Stedman, NC 28391 910-677-5318	11/19	2nd	Nov/22 11/30/22	No
Tony Collado VACANT (Valley Proteins) 3814 Corapeake Drive Fayetteville, NC 28312 323-4112/323-9600	11/19	2nd	Nov/22 11/30/22	No
Caleb Stoker (Hexion) 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 VACANT 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 VACANT 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>				
Andrew McLean 6764 Willowbrook Drive, Apt 6 Fayetteville, NC 28314 910-987-6728 Andrew.mclean3@redcross.org	11/22	1st	Nov/22 11/30/25	Yes
<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

<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>				
George White (-/M) 2741 Hayfield Road Wade, NC 28395 366-8703/907-6688 GEORGE.C.WHITE.CIV@MAIL.MIL	3/22	1st	Mar/25 3/31/25	Yes
<u>Fire Fighting Representative</u>				
Chief Logan Herndon 7600 Documentary Drive Fayetteville, NC 28306 910-624-6177 GCFIRE1801@GMAIL.COM	8/23	1st	June/27 6/30/27	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	1st	June/23 6/30/23	Yes
<u>At-Large Representative</u>				
Terrance Phillips 1926 Harcourt Circle Fayetteville, NC 28304 910-495-3653 Tlphillips247@gmail.com	5/23	1st	May/26 5/31/26	Yes
Henry Eisenbarth 786 Ashfield Drive Fayetteville, NC 28311 480-0012/624-2304	11/19	2nd	Nov/22 11/30/22	No
<u>Local Environmental Representative</u>				
Amy Mateo 5591 Bellflower Street Fayetteville, NC 28314 364-5459 Amateo011@gmail.com	1/22	1st	Jan/25 1/31/25	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>
Utilities Representative Rhonda Fokes VACANT 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 VACANT 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

David Richtmeyer, **Chairperson**, City of Fayetteville Fire Department

Fort Liberty:

Adam Buehler, Fort Liberty

Cumberland County Emergency Management Coordinator:

Garry Crumpler, **Vice Chairperson**, Cumberland County Emergency Services

Secretary

Christina King

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

**APPLICANTS FOR
CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BROOKS, DONALD (B/M) 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 DONALDBROOKS959@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's MultJUVEi-Cultural Leadership Program: YES Graduate-other leadership academy: GRADUATE EXECUTIVE LEADERSHIP PROGRAM CATEGORY: GENERAL PUBLIC <i>Currently appointed to Cumberland County Industrial Facilities and Pollution Control Financing Authority and Board of Adjustment</i>	RETIRED	BACHELORS
BROOKS, JEFFREY D (W/M) 4700 MATCHWOOD CT FAYETTEVILLE NC 28306 822-2875/580-3088 JPDPHD08@GMAIL.COM 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: NO CATEGORY: GENERAL PUBLIC	RETIRED FSU PROFESSOR	PHD MSW
DAVIDSON, HANK (W/M) 2088 TEESDALE DRIVE HOPE MILLS NC 28348 813-832-3290 HMDAVID@TWC.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: FIREFIGHTER REPRESENTATIVE	GOVERNMENT CONTRACTOR OWT GLOBAL	NONE LISTED
DEBRULER, DANIEL (W/M) 6791 BUTTERMERE DRIVE FAYETEVILLE NC 28314 964-3241/864-5028 DANDEBRULER@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: UNITED STATES ARMY ADVANCED NON-COMMISSIONED OFFICERS CATEGORY: PRINT & BROADCAST MEDIA REPRESENTATIVE	RADIO STATION OWNER GRANDER VISION MEDIA	SOME COLLEGE

Cumberland County Local Emergency Planning Committee, Page 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
<p>ECKHOLM, JOHN 1588 WADE STEADMAN ROAD FAYETTEVILLE, NC 28391 716-450-3887 JECKHOLM11@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: CAPTAIN'S CAREER COURSE, US ARMY CATEGORY: GENERAL PUBLIC</p>	<p>RETIRED US ARMY</p>	
<p>EARL, RENARDE D. (B/M) 6919 SOUTH STAFF RD FAYETTEVILLE NC 28306 336-682-4424 RDE9498@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: LEADERSHIP WINSTON SALEM CATEGORY: LAW ENFORCEMENT REPRESENTATIVE</p>	<p>ASSOCIATE VICE CHANCELLOR OF POLICE/PUBLIC SAFETY AT FSU</p>	<p>BACHELORS CRIMINAL JUSTICE</p>
<p>HERNDON, LOGAN 7600 DOCUMENTARY DRIVE FAYETTEVILLE, NC 28306 910-624-6177 GCFIRE1801@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: N/A</p>	<p>CITY OF FAYETTEVILLE BATTALION FIRE CHIEF</p>	<p>MS-EMERG MANAGEMENT</p>
<p>HILL, MIKE (W/M) 6200 SISK CULBRETH RD GODWIN, NC 28344 818-3793/433-1428 MHILL@CI.FAY.NC.US 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: FIREFIGHTER REPRESENTATIVE</p>	<p>FIRE CHIEF CITY OF FAYETTEVILLE</p>	<p>NONE LISTED</p>

Cumberland County Local Emergency Planning Committee, Page 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HONDROS, DENO (W/M) 304 COURTYARD LANE FAYETTEVILLE NC 28303 977-0685/802-0076/864-2626 DJHONDROS@HOTMAIL.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: LOCAL ENVIRONMENTAL REP??	REAL ESTATE BROKER SELF EMPLOYED	SOME COLLEGE
JENKINS, ASHLEE (B/F) 2605 MIDDLE BRANCH BEND FAYETTEVILLE NC 28304 301-379-3857 A.THOMASJENKINS@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	UNEMPLOYED FORMER LAW ENFORCEMENT	BS-CRIM JUSTICE MS-CRIM JUSTICE MS-PUBLIC ADMIN.
JONES, CHARLES (W/M) 437 BRIGHTWOOD DRIVE FAYETTEVILLE, NC 28303 910436-1231 (H) 910-303-7170 (M) CJ_68@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: LAW ENFORCEMENT REPRESENTATIVE/OPERATORS OF FACILITIES REPRESENTATIVE	ENGINEER	BA
KRAKOVER, BRIAN Dr. (W/M) COMMONWEALTH 401 HARLOW DRIVE FAYETTEVILLE, NC 28314 910-366-7116 BKRAK@CAPEFEARVALLEY.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: Health Representative	EMERGENCY PHYSICIAN CAPE FEAR VALLEY MEDICAL CENTER	MC- VIRGINIA

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
LILLY, JAMAL DASHAWN (B/M) 2610 CATTAIL CIRCLE FAYETTEVILLE NC 28312 910-916-3087 JAMALDLILY@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	ARMED SECURITY OFFICER PARKER SECURITY	SOME COLLEGE
LONG, MICHAEL J (W/M) 5308 Bella Farms Ct. Godwin, NC 28344 910-434-4123 (W) 910-476-6582 (M) Longmj13@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: No CATEGORY: GENERAL PUBLIC		
MCPHAIL, JEFFREY (W/M) 227 WOODROW STREET FAYETTEVILLE, NC 28303 910-524-6459 Jeffmcpmail27@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: Firefighter Representative	FIRE CAPTAIN/CITY OF FAYETTEVILLE	HIGH SCHOOL
OATMAN, LEWIS S. (-/M) 5575 HALLWOOD DRIVE FAYETEVILLE, NC 28348 884/5020 LEWIS_OATMAN@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	ADJUNCT PROFESSOR HEALTH CARE EXECUTIVE	PHD HEALTH SCIENCES GLOBAL HEALTH

Cumberland County Local Emergency Planning Committee, Page 5

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
OSBORN, JENNIFER (W/ 3828 LITTLE JOHN COURT FAYETTEVILLE, NC 910-644-4921 JENNIFEROZ@OUTLOOK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: CURRENTLY TAKING PART IN ICL Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	PROFESSOR, FORMER POLICE OFFICER VETERAN	MA-JUSTICE ADMIN
PATTERSON, DENNIS (W/M) 6080 CEDAR CREEK RD FAYETTEVILLE, NC 28312 910-224-2182 RANGERPAT1@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: MILITARY LEADERSHIP ACADEMIES CATEGORY: GENERAL PUBLIC Currently serving on the Animal Services Board	SPECIAL FORCES COMMUNICATIONS INSTRUCTOR DEPT OF DEFENSE	BS/MS
RHODES, ROBERT DAVID (W/M) 1810 CARL FREEMAN RD STEDMAN NC 28391 910-916-3726 ROBDRHODES@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: LAW ENFORCEMENT REPRESENTATIVE	NC STATE TROOPER NC STATE HIGHWAY PATROL	SOME COLLEGE
RIVERA, HENRY (H/M) 850 JEREMIAH STREET STEDMAN, NC 28391 508-837-0420/580-0178/567-2625 RIVERAHENRY64@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: LOCAL ENVIRONMENTAL REPRESENTATIVE	OCCUPATIONAL SAFETY/HEALTH TRI STATE	BA/MA

Cumberland County Local Emergency Planning Committee, Page 6

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SANTIAGO, RUBEN (H/M) 7021 MARINERS LANDING DRIVE FAYETTEVILLE NC 28306 910-574-1800 RSANTIAGO800@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: FBI NATIONAL ACADEMY, RICHLAND CO, SC CITIZENS ACADEMY, CITY OF COLUMBIA SC CITIZENS ACADEMY CATEGORY: EMERGENCY MANAGEMENT REPRESENTATIVE, GENERAL PUBLIC, LAW ENFORCEMENT REPRESENTATIVE	FEDERAL LAW ENFORCEMENT FT BRAGG CRIMINAL INVESTIGATIONS DIVISION	BA/MA
SELDON, SCHERELL A. (-/F) 1558 SEABROOK SCHOOL RD FAYETTEVILLE NC 28312 910-627-6689 MUZACINMYHEART@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	GRAPHIC DESIGNER MSC GRAPHIC DESIGNS	ASSOCIATES
SLANKARD, KENNETH (W/M) 5443 KENTUCKY LANE HOPE MILLS NC 28348 910-578-5285 KLSLANK66@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: ADVANCED NON-COMMISSIONED OFFICERS COURSE US ARMY CATEGORY: GENERAL PUBLIC RESIGNED: 7/10/2023 ELIGIBILITY DATE: 7/11/2024	RETIRED US ARMY	BS-CRIM JUSTICE
SMITH, WILLIAM (W/M) 2606 MELLWOOD DRIVE FAYETTEVILLE NC 28306 485-0157/624-9896/678-1535 BILL.H.SMITH@CHEMOURS.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: DUPONT PROJECT TEAM LEADER ACADEMY CATEGORY: OPERATORS OF FACILITIES REPRESENTATIVE	PROJECT ENGINEER CHEMOURS COMPANY LLC	SOME COLLEGE

Cumberland County Local Emergency Planning Committee, Page 7

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<p>THOMPSON, LYNNDORA (B/F) 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 LYNNDORATHOMPSON3@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</p>	<p>UNEMPLOYED</p>	<p>BA, MA</p>
<p>VETERE, TRINITY 512 SOUTH KING STREET FAYETTEVILLE, NC 28301 TRINITY@SUSTAINABLESANDHILLS.ORG 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: CIVILIAN CHAIR FROM CUMBERLAND COUNTY APPLICATION RECEIVED: 10-24-2023.</p>	<p>PROJECT COORDINATOR</p>	<p>SAVANNAH COLLEGE</p>
<p>WADE, KIERA (B/F) 316 MCKENZIE RD APT F SPRING LAKE NC 28390 215-495-5228 KIERAPAFRED@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: LOCAL ENVIRONMENTAL REPRESENTATIVE</p>	<p>DISABLED VETERAN N/A</p>	<p>BACHELORS- EMERGENCY MGMT</p>
<p>WRIGHT, TRACEY (B/F) 3920 SOUTHERN OAKS DRIVE UNIT 3 FAYETTEVILLE, NC 28310 919-671-8626 (M) 910-570-5450 (W) TLWRIGHT29@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: NO CATEGORY: GENERAL PUBLIC</p>	<p>MILITARY/US ARMY</p>	<p>MASTERS- PUBLIC ADMINISTRATION BACHELORS-PSYCHOLOGY</p>



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 6, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 11/6/2023

SUBJECT: LIBRARY BOARD OF TRUSTEES (2 VACANCIES)

BACKGROUND

At the October 16, 2023, regular meeting, the Board of Commissioners nominated the following individuals for the two (2) vacancies on the Library Board of Trustees:

NOMINEES:

Dennis Cedzo

Pamela Story

The Library Board of Trustees membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the two (2) vacancies on the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Library Board of Trustees Membership Roster	Backup Material

LIBRARY BOARD OF TRUSTEES

3 Year Term

All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Joseph "Bart" Fiser 1010 Hay Street Fayetteville, NC 28305 513-885-4988/615-5572 BFIZE53@YAHOO.COM	10/21	1st	Dec/24 12/31/24	Yes
Irene Grimes 3918 Colorado Drive Hope Mills, NC 28348 910-987-5923 Irene-grimes@hotmail.com	10/21	2nd	Dec/24 12/31/24	No
Dennis Cedzo 2737 Colgate Drive Fayetteville, NC 28304 850-3520/229-8542/867-5309 dczedzo@aol.com	10/20	1 st full term	Dec/23 12/31/23	Yes
Daniel Montoya 3505 Cokefield Drive Fayetteville, NC 28306 910 487-0646 (H) 910-672-1560 (w) DMONTOYA@ME.COM	08/22	filling unexpired term	Dec/24 12/31/24.	Yes
Ann McRae 202 Stedman Street Fayetteville, NC 28305 336-253-7404 Arm_3@yahoo.com	11/22	2nd	Nov/25 11/30/25	No
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 Venus_28301@yahoo.com	10/20	1st	Dec/23 12/31/23	Yes
Gloria Nelson PO Box 9714 Fayetteville, NC 28311 910-488-8872 (H) 910-537-6143 C Maiden1832@gmail.com	11/22	1st	Nov/25 11/30/25	Yes

Contact: Marili Melchionne or Faith B. Phillips— 483-7727 x1304

Meeting Date: 3rd Thursday of each month at 9:05 AM; (except December)— Meeting locations are different libraries within the County.