

CUMBERLAND COUNTY FINANCE COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
JANUARY 7, 2016 - 10:30 AM
MINUTES

MEMBERS PRESENT: Commissioner Kenneth Edge
Commissioner Jimmy Keefe
Commissioner Larry Lancaster, Chairman

MEMBERS ABSENT: Commissioner Jeannette Council

OTHER COMMISSIONERS

PRESENT: Commissioner Glenn Adams
Chairman Marshall Faircloth

OTHERS: Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Rick Moorefield, County Attorney
Rob Hasty, Assistant County Attorney
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Tammy Gillis, Director of Internal Audit and Wellness Services
Renee Gleaton, Internal Auditor
Brenda Jackson, Social Services Director
Candice H. White, Clerk to the Board
Press

Commissioner Lancaster called the meeting to order.

1. ELECTION OF FINANCE COMMITTEE CHAIRMAN

MOTION: Commissioner Edge moved to elect Commissioner Lancaster as the chairman.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

2. APPROVAL OF MINUTES – NOVEMBER 5, 2015 REGULAR MEETING

MOTION: Commissioner Edge moved to approve the November 5, 2015 regular meeting minutes.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN CUMBERLAND COUNTY AND FORT BRAGG FOR ANIMAL
CONTROL SERVICES

BACKGROUND:

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

The agreement recorded below was developed after several meetings between Fort Bragg and County officials to discuss services, costs and procedures. Greg Jackson, the Housing Division Chief with the Directorate of Public Works at Fort Bragg, will be in attendance to answer any questions.

RECOMMENDATION/PROPOSED ACTION:

Recommend approval of the Intergovernmental Support Agreement for Animal Control services on Fort Bragg to the full Board of Commissioners at the January 19, 2016 meeting.

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

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

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

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

RESPONSIBILITIES OF THE PARTIES:

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

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

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

SUMMARY OF SERVICES AND PRICE:

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

1st year: Services

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

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

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The Agreements Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at

no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

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

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

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

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

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

If the CR determines that services do not conform to the requirements in Agreement, the CR can require the COUNTY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by

re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

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

In those rare instances in which the COUNTY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the COUNTY. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the COUNTY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the CR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the COUNTY POC identified in this agreement.

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

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

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

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

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

If the parties are unable to resolve an issue, the CR or the COUNTY may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a COUNTY representative to discuss the claim and its

resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum. If the COUNTY is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the COUNTY must be coordinated with the Agreements Officer.

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

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

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

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

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

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

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

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

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

CONTINUITY OF SERVICES: The County recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate

this Agreement for any reason, the County agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

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

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

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

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

ATTACHMENT 1: PERFORMANCE WORK STATEMENT

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

1. Basic Services.

1.1 The COUNTY shall on “request for services”, proceed to the specified area on the Fort Bragg cantonment area and portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is located in Harnett County. The COUNTY shall impound all domestic animals observed as a stray animal as dispatched for. The COUNTY shall transport live captured domestic animals to the Cumberland County Animal Control Shelter or any other premises operated by another entity with which the COUNTY contracts for such purposes. Personnel who are directly

involved in capturing and impounding domestic animals will maintain communications with the Fort Bragg Provost Marshal Office via cellular telephone. The key word is “domestic” as all urban wild life is the responsibility of the DPW Wildlife Branch. The COUNTY will not be responsible for removing and/or disposing of dead animals found on Fort Bragg.

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

2. STRAY AND FERAL ANIMALS

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

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

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

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

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

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

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

2.6. Any animal which comes into possession of the Department’s shelter which is seriously injured, sick or exhibiting symptoms of contagious disease shall be humanely euthanized by the shelter personnel without waiting for the 72 expiration period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall contact the animal’s owner, if known, to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within two days of such notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the shelter personnel. The shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the

animal came into possession of the shelter, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition and description of such animal. Upon observation that a domestic animal, which has been impounded, displays signs of injury, illness, or any other trauma that indicates the domestic animal is in need of immediate medical attention, the COUNTY shall immediately notify the Fort Bragg Animal Health Technician at (910-396-9120).

2.7. If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous domestic animal, or a domestic animal as to which there is reasonable suspicion to believe is potentially dangerous, such animal is not securely restrained and an ACO or a military law enforcement officer has reasonable cause to believe the animal poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such domestic animal immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said domestic animal.

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

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

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

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

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

released to the owner depending on the results of the examination. All fees associated with the examination, vaccination, and care of quarantined animals will be at the expense of the owner.

4. Surrender of Pets by Owners.

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

5. CALL PRIORITY

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

Person in Danger

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

Assist Law Enforcement or another ACO

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

Animal Bites (Including AOA)

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

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

Priority 2 (Gold) Need an ACO to go ASAP

Animal Bites (24 hrs or older)

Neglect (suspect animal may be in danger)

Animal on Business Property

Animal on Animal Attack (24 hours or older)

Injured or Sick Animal, not severe

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

Stray Confined Bite Follow Ups

Animal in Trap (personal or CCAC trap) Check Conditions

Animal on Animal Attack(over 48 hours old) Abandonments

Selling or giving away animals on public property Stray Open Yard

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

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

Recheck conditions

Owner Surrenders

Trap Requests

Deliveries/ Fueling/CMF/Transporting Animals

ATTACHMENT 2: GENERAL PROVISIONS

COUNTY FURNISHED PROPERTY:

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

Acronyms and Definitions:

ACO- Animal Control Officer

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

COUNTY – Cumberland County

CR- Coordination Representative

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

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

VETCEN – Fort Bragg Veterinarian Center

INSTALLATION SECURITY AND ACCESS REQUIREMENTS

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

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

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday

Columbus Day

Washington's Day

Veterans' Day

Memorial Day

Thanksgiving Day
Independence Day
Christmas Day

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

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

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

MEDICAL CARE IN EMERGENCIES:

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

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

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

REGULATIONS INCORPORATED INTO THIS IGSA

FB 40-5 Veterinary Services

CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET

Requirements Package Title <u>Fort Bragg Animal Control Intergovernmental Support Agreement</u>			
Date <u>20 November 2015</u>			
<p>Section I.</p> <p><u>Purpose of cover sheet:</u> To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.</p> <p><u>Army policy requirement:</u> A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.</p> <p><u>Mandatory review and signatures:</u> The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.</p>			
<p>Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language. If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. <u>Mandatory training must be measured as a deliverable and evaluated in the QASP.</u></p>			
1. AT level 1 training (general)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
2. Access and general protection policy and procedures	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
2a. For contractor requiring Common Access Card (CAC)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
2b. For contractor not eligible for CAC, but requires access to DoD facility or installation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
3. AT awareness training for US based contractor personnel traveling overseas.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
4. iWATCH training	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
6. For contracts that require a formal OPSEC program.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
7. Requirement for OPSEC training	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
8. Information assurance/information technology training	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
9. Information assurance/information technology certification	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
10. Contractor Authorized to Accompany the Force clause	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW
11. Contract requiring performance or delivery in a foreign	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> SOW

country			
12. Handling/Access to Classified Information	___ YES	___ NO	___ SOW
13. Threat Awareness Reporting Program	___ YES	___ NO	___ SOW
14. Delivery of Food and Water	___ YES	___ NO	___ SOW

Section III. Remarks:

Antiterrorism Review Signature: I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, *Antiterrorism*.

Reviewer _____ Typed or printed name, rank/civ grade _____ Signature	Date _____ Phone Number _____
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Operations Security Review Signature: I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, *Operations Security*.

Reviewer _____ Typed or printed name, rank/civ grade _____ Signature	Date _____ Phone Number _____
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Information Assurance Review Signature: I am IAM and IAT level III certified and have reviewed the requirements package and it is in compliance with DOD 8570.01-M and DOD 8580-1 para 4.

Reviewer _____ Typed or printed name, rank/civ grade _____ Signature	Date _____ Phone Number _____
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Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.

1. AT Level I training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and

subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>

2. Access and general protection/security policy and procedures. *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

2a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

2b. For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

4. iWATCH Training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information systems must be registered in the ATCTS (Army Training Certification

<p>Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.</p>
<p>6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.</p>
<p>7. For contracts that require OPSEC Training. Per AR 530-1 <i>Operations Security</i>, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: http://cdsetrain.dtic.mil/opsec/index.htm</p>
<p>8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: https://ia.signal.army.mil/DoDIAA/</p>
<p>9. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.</p>
<p>10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, <i>Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States</i>. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.</p>
<p>11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, <i>Antiterrorism/Force Protection for Defense Contractors Outside the US</i>. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor’s compliance with combatant commander and subordinate task force commander policies and directives.</p>
<p>12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.</p>
<p>13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.</p>

14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contact with the Department of Defense, it is incumbent upon the awardee to insure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

Amy Cannon, County Manager, stated for the past nine to twelve months staff have been working with Fort Bragg and Greg Jackson, the Housing Division Chief with the Directorate of Public Works at Fort Bragg, on an agreement to provide limited Animal Control services at Fort Bragg. Tracy Jackson, Assistant County Manager, stated Fort Bragg outsourced its animal control to a private provider and discussions were held because Fort Bragg needs a provider that can deliver comprehensive control services to address stray, feral, surrendered and bite animals. Mr. Tracy Jackson stated the projected annual call volume is based upon prior estimates from Fort Bragg; a beginning estimate is in the neighborhood of 673. Mr. Tracy Jackson also stated costs are estimated based upon the County's cost per animal or a particular service that will be provided; two types of potential costs are being considered: 1) one that produces an animal, and 2) one that may result in just a service or response by Animal Control officers. Mr. Tracy Jackson stated the term would be one year from execution of the agreement and renewable for one year periods. Mr. Tracy Jackson stated services will be invoiced on a monthly basis and termination will be by written agreement or by either party with 180 days written notice. Mr. Tracy Jackson stated estimates for potential revenue are in the neighborhood of \$221,000 but when considering the need for additional general liability insurance coverage, potential revenues are \$186,000 to \$196,000.

Commissioner Edge asked whether discussions included weekend coverage. Mr. Tracy Jackson stated the contract is for 24/7 coverage to include holidays and weekends. Commissioner Adams asked whether the Fort Bragg area had been defined. Mr. Greg Jackson stated coverage would be the Fort Bragg area within Cumberland County and would be for domesticated animals. Mr. Greg Jackson stated Fort Bragg will handle law enforcement actions through the Provost Marshall's office with animal owners; Cumberland County will be paid to handle efforts to respond, to locate an animal, to capture the animal and to hold the animal according to appropriate procedures. Commissioner Edge inquired regarding rabies requirements. Mr. Greg Jackson stated if an animal involved in a bite or believed to have a disease, it will be brought into

a Fort Bragg veterinarian who will sequester the animal with its owner and keep it under continued observation. Mr. Greg Jackson stated if there is an animal that does not have an owner and needs to be quarantined, that animal will be placed under the care of Cumberland County. Commissioner Keefe asked whether additional County staff would be needed. Ms. Cannon stated no new staff were being considered.

MOTION: Commissioner Keefe moved to approve the Intergovernmental Support Agreement for Animal Control services on Fort Bragg.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF SOCIAL SERVICES BUDGET REVISION REALLOCATING FUNDING FOR OVERTIME AND EXPANSION OF TIME LIMITED POSITIONS

BACKGROUND:

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

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

RECOMMENDATION/PROPOSED ACTION:

In anticipation of the federal CMS notice and to prevent any Medicaid federal pay back, Social Services will end its vendor agreement as of February 28, 2016. This will allow the current vendor to fully complete all outstanding work. In light of the recent development and continual federal timeliness and accuracy mandates for Medicaid and threat of losing statewide USDA funding for FNS as early as July 2016, Social Services requests the use of unexpended contractual services funding and lapse salary to:

- Increase from 22 time limited positions back to the original 45 through June 30, 2016. This increase would create some workload relief and a hiring pool for vacant full-time positions.
- Social Services will have no other choice but to reinstitute mandatory overtime but with pay verses compensatory time.
- County Information Services has begun the initial steps of the business solution process starting with the FNS program. Social Services would explore creation of a Training Unit to create a pool of highly qualified and skilled income maintenance staff at all times. Any

agreed upon recommendations from the business solution review and cost associated will be outlined in Social Services FY 2016-17 departmental propose budget.

Ms. Cannon reviewed the background information recorded above and stated the reason the 13 new full-time Income Maintenance II positions were created was because of USDA guidelines for the FNS program and to assist in Social Services' efforts to meet the federal USDA timeliness, accuracy and procedural standards. Ms. Cannon stated timeliness guidelines require 85% by all counties by the end of December and 95% by June 30. Ms. Cannon explained USDA has indicated that if North Carolina does not meet those timeliness guidelines, then North Carolina is at risk for losing federal revenue. Ms. Cannon stated Cumberland County would be at risk to lose about \$2 million which is used for administrative costs in the FNS program area. Ms. Cannon also stated in a meeting with Deputy Secretary for Human Services Sherry Bradsher, Ms. Bradsher was concerned about Cumberland County's ability to meet those timeliness guidelines and suggested it was time for Cumberland County to develop a new plan that might include additional staffing beyond the 13.

Ms. Cannon stated following the meeting and additional discussions with Social Services Director Brenda Jackson, they developed the proposed actions as recorded above. Ms. Cannon stated proposed actions include not to add any additional full-time staff; the 13 new positions are not completely filled at this time. Ms. Cannon stated she and Ms. Jackson feel that before adding further new positions, those 13 need to be filled. Ms. Cannon stated she and Ms. Jackson are asking to increase the time-limited pool and call it a hiring pool so individuals can be in the pipeline receiving base line training either in Medicaid or the FNS area so if a full-time position becomes vacant, a trained individual can be quickly moved into the full-time position. Ms. Cannon stated for a period of time, mandatory overtime will be reinstated in the FNS program with pay, rather than compensatory time, in order to increase the timeliness standard. Ms. Cannon also stated the FNS program will be the first area to come under Information Services' business services review. Ms. Cannon stated budget revision B16-178 does not include any additional County funding but moves funds allocated for a Medicaid contract to the FNS area.

Ms. Jackson stated 10 of the 13 new positions have now been filled and all but 1 of the 22 time-limited positions has been filled.

Commissioner Edge asked whether issues at the state level had been remedied. Ms. Jackson stated there are still challenges at the state level. A brief discussion followed.

MOTION: Commissioner Edge moved to consider increased funding and adopt budget revision B16-178.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

5. CONSIDERATION OF INTERNAL AUDIT PLAN

BACKGROUND:

At the June 15, 2015 Board of Commissioner's meeting, an Audit/Finance Committee Charter was adopted. The Charter requires that an audit plan be submitted to the Audit Committee for

approval. The Audit/Finance Committee approved a July – December 2015 audit plan at the September 3, 2015 Finance Committee meeting.

In October 2015 a second internal auditor was hired. A summary of audits/projects completed during the July – December time period and a plan for the January - December 2016 time period are being submitted at this time. In June a plan for the first half of fiscal year 2017 will be submitted.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends accepting the summary of completed July – December 2015 audits/projects report and approving the January – June 2016 Internal Audit Plan.

**Cumberland County Internal
Audit
Summary of completed audits
July - December 2015**

Audit/Project	Department	Status
Physical inventories	Central Maintenance Facility (CMF)	Complete
	Solid Waste garage	Complete
	Employee Pharmacy	Complete
	Health Department Pharmacy	Complete
	Health Department supply room	Complete
Inventory accounts	CMF	Complete
	Solid Waste	Complete
Bank accounts	Sheriff - Detention Center	Complete
	Social Services	outstanding
Cash receipts	Sample of depts with petty cash or change funds	outstanding
Cash counts	All depts with petty cash or change funds	Partially Complete
Schedule of Federal & State Expenditures	For FY2014-15 audit	Complete
Sales tax research/analysis	Special project	Complete

**Cumberland County Internal
Audit
Audit Plan
January - June 2016**

Audit/Project	Department
Physical inventories	Central Maintenance Facility (CMF) Solid Waste garage Employee Pharmacy
Balance inventory accounts	CMF Solid Waste Employee Pharmacy
Bank accounts	Social Services
Cash receipts procedures review	Sample of depts with petty cash or change funds
Cash counts	Sample of depts with change funds and/or petty cash funds
Preliminary Schedule of Fed & St Expenditures	For FY2015-16 audit
Fee & procedures review	Animal Control
Purchasing card review	Various depts/Finance
Sales tax distribution expenses	Board of Education
Expenditure of County funds	Sample of Outside Agencies

Tammy Gillis, Director of Internal Audit and Wellness Services, introduced Renee Gleaton, Internal Auditor, and reviewed the background information recorded above. Ms. Gillis stated any outstanding or partially completed audit projects from July - December 2015 will roll forward to January - June 2016. In response to a question posed by Commissioner Keefe, Ms. Cardinali stated the Business Enterprise and Intelligence Committee will bring forward a Charter within the next 30 to 45 days and the plan is to have Internal Audit at the table as an integral component of that committee.

MOTION: Commissioner Lancaster moved to accept the summary of completed July – December 2015 audits/projects report and approve the January – June 2016 Internal Audit Plan.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (3-0)

6. MONTHLY FINANCIAL REPORT

BACKGROUND:

The financial report is included as of November 30, 2015. Highlights include:

- Revenues
 - Current real and personal property taxes continue at a pace similar to past years.
 - Motor vehicle tax revenues are similar to last fiscal year.
 - Sales tax collections show slight growth compared to last fiscal year.

- Expenditures
 - General Fund expenditures remain in line with budget and show no unusual patterns.

- Crown center expense summary/prepared food and beverage and motel tax (comparative for FY2015 – FY2016)
 - Expenditures and revenue percentages to date are in line with budget and on trend with last fiscal year.

RECOMMENDATION/PROPOSED ACTION:

No action needed – for information purposes only.

Vicki Evans, Finance Director, reviewed the background information recorded above. Ms. Evans stated the financial information is in line with this time last year with the exception of Category 40-Restricted Intergovernmental of the Revenue Summary for the Department of Social Services. Ms. Evans stated the percent of budget recognized reported for FY2016 is 26.89% compared to FY2015 at 33.37%. Ms. Evans stated the variance was due a lag in Social Services collections and those collections have been recorded as December, 2015 revenue.

7. OTHER MATTERS OF BUSINESS

Chairman Faircloth opened the floor for discussion about a request he received from Mayor Robertson to appoint County Commissioners to serve on a sales tax negotiation team. Chairman Faircloth stated at a meeting earlier this week, the Fayetteville City Council put Mayor Robertson and three City Council members on a working group that was tasked with trying to resolve issues regarding the sales tax distribution method; Mayor Rey of Spring Lake was also asked to join the working group. Discussion followed.

Consensus was to not appoint a negotiating team and stand by the Commissioners' earlier decision to set a January 31 deadline for the City of Fayetteville to sign the extension of the current sales tax distribution agreement. Chairman Faircloth stated he would notify the Mayor and also let him know the City could contact County staff with any recommendations they would like considered before the January 31 deadline. Chairman Faircloth stated the Finance Committee chairman could call a special meeting before the January 31 deadline; a retreat of the full Board will be held February 4 in lieu of committee meetings. Ms. Cannon suggested the Board may wish to consider giving its intention in February for the municipalities' budgetary purposes.

There being no further business, the meeting adjourned at 10:26 a.m.