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Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

MEMORANDUM

TO: Facilities Committee Members (Commissioners Adams, Keefe and Lancaster)

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

DATE: September 25, 2015

SUBJECT: Facilities Committee Meeting – October 1, 2015

There will be a regular meeting of the Facilities Committee on Thursday, October 1, 2015 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – September 3, 2015 Regular Meeting (Pg. 2)
2. Review of Deli Franchise Request for Proposal (RFP) Process and Timeline (Pg. 6)
3. Consideration of a Resolution for the Approval of the Final Plans and Specifications for the Overhills Park Water & Sewer Project (Pg. 26)
4. Approval of Lease Agreements:
 - a) Mid-Carolina Council of Government (Pg. 28)
 - b) Communicare (Pg. 36)
5. Other Items of Business (NO MATERIALS)

cc: Board of Commissioners
County Administration
County Legal
County Department Head(s)
Sunshine List

CUMBERLAND COUNTY FACILITIES COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
SEPTEMBER 3, 2015 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Larry Lancaster

MEMBERS ABSENT:
Commissioner Jimmy Keefe

COMMISSIONERS PRESENT:
Commissioner Kenneth Edge

OTHERS PRESENT: Amy Cannon, County Manager
James Lawson, Deputy County Manager
Tracy Jackson, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Sally Shutt, Governmental Affairs and Public Information
Officer
Rick Moorefield, County Attorney
Vicki Evans, Finance Accounting Manager
Deborah Shaw, Finance Accountant
Keith Todd, Information Services Director
Mary Ann Johnson, Fellowship Health Resources
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – AUGUST 6, 2015 REGULAR MEETING

MOTION: Commissioner Lancaster moved to approve the minutes.
SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

2. CONSIDERATION OF LEASE AGREEMENT WITH FELLOWSHIP HEALTH RESOURCES

BACKGROUND:

Fellowship Health Resources, Inc., a non-profit North Carolina corporation, with offices in Raleigh, NC, wishes to enter into a lease agreement with Cumberland County for 1,005 square feet of space located in the Cumberland County Community Correction

DRAFT

Center, 412 West Russell Street, in Fayetteville. Fellowship Health Resources is a mental health provider who will be providing services that aim at limiting the number of people with mental health conditions that are incarcerated at the Cumberland County Detention Center. This effort is in support of the Critical Time Intervention (CTI) program that is being implemented in Cumberland County.

RECOMMENDATION

Staff recommends approval of the proposed lease agreement.

Tracy Jackson, Assistant County Manager, reviewed the background information and recommendation as recorded above. Mr. Jackson stated the proposed lease rate would be \$15,075 per year which equates to \$15 per square foot.

Commissioner Adams requested the word “approximately” be removed from item one on the proposed lease agreement so the lease would read “to continue for two years until June 30, 2017”. Mr. Jackson stated he would remove the word “approximately” from the proposed lease agreement. Rick Moorefield, County Attorney, requested “North Carolina” be removed from the second line of the lease agreement because Fellowship Health Resources is not a North Carolina corporation. Mr. Jackson stated he would remove “North Carolina” from the second line of the proposed lease agreement.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the proposed lease agreement with Fellowship Health Resources to include the recommendations listed above.
SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

3. UPDATE REGARDING ALLIANCE BEHAVIORAL HEALTHCARE OFFICE SPACE AT WINDING CREEK

BACKGROUND:

At present, Alliance Behavioral Health leases 18,713 square feet of office space from Cumberland County at Winding Creek Executive Place. Alliance has reviewed its needs based upon services currently being provided and has determined that staying in place and retrofitting its current offices is the preferred plan of action. This proposal assumes that Cape Fear Valley Health will continue to occupy the building as it does now.

RECOMMENDATION/PROPOSED ACTION:

No action necessary. For information only.

DRAFT

Mr. Jackson reviewed the background information and recommendation as recorded above. Mr. Jackson stated County Management and the Engineering and Infrastructure Department are currently in the process of reviewing the space needs with the Alliance Behavioral Healthcare and have a meeting planned next week to discuss the possibilities of retrofitting current offices.

For information only. No action taken.

4. UPDATE ON SURPLUS PROPERTY

BACKGROUND:

In the fall of 2014, the Facilities Committee discussed surplus properties held by the County. The county attorney advised that he would provide more detail on the nature of the properties and make a recommendation on disposition by auction.

In addition, there are fifteen (15) parcels to be declared surplus in September for 2015. The County has held fifteen (15) parcels off the surplus list for various reasons. Of the two remaining on the County's list, one was requested by the City and one is leased to Employment Source. The City has requested the County not to surplus six additional parcels.

It will be necessary to obtain the City's consent to auction the parcels that are jointly owned by the County and the City. A decision also needs to be made with regard to how long the properties that have not been declared surplus should be held.

RECOMMENDATION/PROPOSED ACTION:

The county attorney recommends:

1. A decision be made with regard to how long to hold the parcels that have not been declared for the City or the County;
2. The transfer of those parcels that are desired by the City to the City on such terms as are agreed upon;
3. After completing the above, auction those parcels that have been held more than three calendar years.

Mr. Moorefield reviewed the background information and recommendation as recorded above. Mr. Moorefield stated last fall the Facilities Committee discussed the surplus property list and requested an update be brought back to the Facilities Committee.

Mr. Moorefield provided a copy of the surplus property list to the Facilities Committee and stated there are currently forty-four (44) parcels that are County owned and fifty-seven (57) parcels that are owned by the County and the City of Fayetteville. Mr. Moorefield stated the County cannot do anything with the City/County parcels without the consent of the City of Fayetteville. Mr. Moorefield stated there are fifteen (15) more

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parcels that will be added to the surplus property list at the September 8, 2015 Board of Commissioners meeting. Mr. Moorefield stated there is a separate list of properties that have been held off the surplus property list by the County Manager's decision for specific reasons. Commissioner Adams questioned the properties that were on hold due to previous County Manager's. Ms. Cannon stated she would do some research to see if there is any documentation explaining why the parcels were placed on hold.

Mr. Moorefield stated staff needs direction on how long the board wants his office to hold these parcels on the surplus property list because some have been on the list for eight (8) years. Mr. Moorefield stated the last auction was held in 2008. Mr. Moorefield further stated there are some parcels that may never sell. Mr. Moorefield explained that anytime a bid is made to his office a letter is sent to all adjoining property owners.

Commissioner Adams stated he feels the desire of the Facilities Committee is to have staff bring back a recommendation to the committee on how to clean this list up and move forward. Commissioner Edge suggested that when the surplus property list is brought back to the Facilities Committee the parcels that are landlocked are indicated on the list. Mr. Moorefield stated he would work with County Management regarding the properties that were placed on hold and will bring the surplus property list back to the Facilities Committee at a later date.

No action taken.

5. OTHER ITEMS OF BUSINESS

Ms. Cannon stated there has been some discussion about extending Wi-Fi in the courthouse. Ms. Cannon further stated funds have been allocated for this project. Keith Todd, Information Services Director, stated at this point the wireless survey has been completed and the equipment has been ordered. Mr. Todd indicated some equipment is on backorder and will take some time to be delivered. Mr. Todd further stated Time Warner Cable is scheduled at the beginning of September to install the internet service and once that is complete it is a just a matter of waiting on the backordered equipment. Mr. Todd stated he believes the project will be completed within 5-7 weeks. Mr. Todd stated his office has been working with the Public Information Office to develop signage at all the entry points of the building to identify Wi-Fi zones.

MEETING ADJOURNED AT 9:10 AM.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 2

MELISSA C. CARDINALI
Assistant County Manager



W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE OCTOBER 1, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER

THROUGH: AMY H. CANNON, COUNTY MANAGER  

DATE: SEPTEMBER 17, 2015

SUBJECT: REVIEW OF DELI FRANCHISE REQUEST FOR PROPOSAL (RFP)
PROCESS AND TIMELINE

Presenter(s): W. Tracy Jackson, Asst. County Manager

Estimate of Committee Time Needed: 30 Minutes

BACKGROUND

Staff was previously instructed by the Facilities Committee to prepare a Request for Proposal (RFP) to solicit submissions for a franchise to provide deli and snack bar services at the Courthouse and the DSS Building. Attached is the proposed RFP seeking qualified franchisees.

Limitations for prospective franchisees include the absence of a vented cooking hood at both locations. This will require any cooking equipment to have an approved built-in filtration system with fire suppression capabilities. The restricted hours of operation also serve as a potential limitation (i.e., Monday – Friday, 7:30 a.m. to 3:00 p.m., excluding weekends and County holidays). The current franchisee owns all non-fixed appliances and kitchen equipment at both locations and also the dining room furnishings at the Courthouse location.

Requirements include:

- Must maintain a Grade A Health Inspection Rating
- Must pay a percentage of monthly earnings or a minimum of \$500 whichever is greater
- Must maintain a point-of-sale system and accept credit and debit cards
- Proof of insurance

Evaluation criteria include:

- Five (5) years of deli/restaurant experience
- Evidence of stable financial position
- Acceptable menu and pricing
- Adequate references

RECOMMENDATION/PROPOSED ACTION:

Approval to move forward with a RFP process for a deli and snack bar franchise.

NOTICE
ADVERTISEMENT FOR PROPOSALS

NORTH CAROLINA
CUMBERLAND COUNTY

Pursuant of Section 143-129 of the General Statutes of NC, "Sealed Proposals" are solicited for Deli and Snack Bar Services Franchise at the Cumberland County Courthouse and the Department of Social Services.

Proposals will be received in the County Manager's Office, Fifth Floor, Courthouse, 117 Dick Street, Fayetteville, NC 28301, any time before 10:00 a.m. on Friday, October 23, 2015.

County officials will open proposals publicly at 10:00 a.m., on October 23, 2015 (see **Attachment A** for a complete timeline).

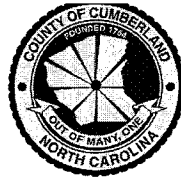
Instructions for submitting proposals can be obtained in the County Manager's Office during regular office hours.

The County reserves the right to reject any and all bids.

Mr. Tracy Jackson
Assistant County Manager for Support Services

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
COUNTY
NORTH CAROLINA

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

September 22, 2015

MEMORANDUM

TO: Prospective Bidders
FROM: Mr. Tracy Jackson, Asst. County Manager for Support Services
RE: Request for Proposals

Cumberland County is soliciting "Sealed Proposals" for a Deli and Snack Bar Services Franchise.

The **sealed proposals** will be received in the Asst. County Manager's Office, 5th Floor, Room 507, Courthouse, 117 Dick Street, Fayetteville, North Carolina, 28301, at any time before 10:00 a.m., October 23, 2015. If submitted by mail, properly mark envelope to read "**Sealed Proposal No: 16-08-CM (P)**" and send to Mr. Tracy Jackson, Asst. County Manager, PO Box 1829, Fayetteville, North Carolina 28302-1829. Mailed proposals must arrive prior to October 23, 2015.

To be considered for award/selection, proposals must be received by the designated date and hour. **Proposals received after the date and hour designated are automatically disqualified and will not be considered.** The Asst. County Manager's Office is not responsible for delays in the delivery of the mail by the U.S. Postal Services or private couriers. It is the sole responsibility of the proposer to ensure that the proposal reaches the Asst. County Manager's Office by the designated time and hour.

Submit proposals only on the proposal form(s) provided herein, provide one (1) original and seven (7) copies of the proposal to the County. Each package shall include a copy of the proposal in electronic format on CD-ROM. The front of the package should be marked "Proposals for Deli and Snack Bar Services Franchise, Sealed Proposal No: 16-08-CM (P)". Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional proposal, or any irregularities of any kind.

The County reserves the right to reject any and all proposals.

The County reserves the right to award the proposal for one or both franchise sites.

STANDARD BID/PROPOSAL REQUIREMENTS:

The following terms and conditions are incorporated by reference into this proposal and become express terms of the contract between the County of Cumberland and the successful proposer.

ASSIGNMENT: The CONTRACTOR shall neither assign its contract rights under this Agreement nor any part thereof, nor delegate any performances hereunder, nor a subcontract without first obtaining the COUNTY'S written approval thereof.

AGENCY AND AUTHORITY: The COUNTY hereby designates the County Manager as its exclusive agent with respect to this Agreement. The County Manager, or her designee, is authorized, on behalf of the COUNTY, to negotiate directly with the CONTRACTOR on all matters pertaining to the Agreement. The CONTRACTOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the Manager, or her designee. Further, the CONTRACTOR shall not modify any of the specifications for services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

REMEDIES: If either party shall be in default with respect to any separate performance hereunder, there shall be a breach of this Agreement. The defaulting party shall remain fully liable for reasonable performance of his remaining obligations under this Agreement. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach for the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise any may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina and the parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of the Agreement.

PRICES: A unit price in a proposal will supersede an extension price. A written amount in a proposal will supersede a numerical amount.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

Contractor:

Cumberland County
Mr. Tracy Jackson
Asst. County Manager
P. O. Box 1829
Fayetteville, N C 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: Should any term, duty, obligation or provision of this Agreement be found invalid or unenforceable, such finding shall in no way affect the validity of the other terms, duties, obligations, and provisions, which shall be and remain valid and enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors, and the surety, if any.

MINOR IRREGULARITIES; SUBSTANTIALLY EQUAL SPECIFICATIONS: The County reserves the right to waive minor irregularities and/or to accept substantial equivalent specifications which result in a product/service that meets or exceeds the performance requirements of the county.

LATE PROPOSALS/PROPOSALS: To be considered for award/selection, proposals must be received by the Asst. County Manager's Office by the designated date and hour. **Proposals received in the Asst. County Manager's Office after the date and hour designated are automatically disqualified and will not be considered.** The Asst. County Manager's Office is not responsible for delays in the delivery of the mail by the U.S. Postal Services or private couriers. It is the sole responsibility of the proposer to ensure that the proposal reaches the Asst. County Manager's Office by the designated time and hour.

PROPOSAL AWARD: Bidders are invited to submit proposals for a Deli and Snack Bar Services Franchise. The County will award its proposal based on its determination of the most responsive proposal which shall include five (5) years of deli/restaurant experience, evidence of stable financial position, acceptable menu and pricing, and adequate references. The County reserves the right to award the proposal for one or both franchise sites.

Award of a proposal by Cumberland County's governing body represents a preliminary determination as to the qualification of the proposer, but the proposer

understands and agrees that no legally binding acceptance of a proposer's offer occurs until Cumberland County's governing body, or its designee, executes a formal contract with the proposer.

PROPOSAL REJECTION: The County reserves the right to reject any and all proposals without cause. **All bidders must refer any and all questions directly to the County and not the current franchisee or current employees of the franchisee.**

DESCRIPTION: Cumberland County is seeking proposals to establish a franchise for the provision of Deli and Snack Bar Services at the following locations:

- 1) The Cumberland County Courthouse, Lower Level, 117 Dick Street, Fayetteville, NC
- 2) The Department of Social Services, Lower Level, 1225 Ramsey Street, Fayetteville, NC

The hours of operation for each location shall be 7:30 a.m. to 3:00 p.m., Monday through Friday and closed on Saturday, Sunday, and County-recognized holidays (see **Attachment B** for the County's Holiday Schedule).

The County's desire is for the prospective franchisee to provide food and beverages that are palatable and reasonably priced. Additionally, the County wants the franchisee to promote good nutrition by providing healthy eating choices. The potential franchisee will have a solid record of service and a sound reputation.

CONTRACTOR EXPERIENCE: The prospective franchisee will have at least five (5) consecutive years of experience operating a standalone restaurant or deli-type service.

TERM: The franchise will be awarded for a three (3) year period with a renewal option for three (3) years in one (1) year increments if mutually agreed upon by both parties, exercisable at the sole discretion of the County.

CONTRACTOR RESPONSIBILITIES: In its operation, the franchisee shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the franchise agreement. The franchisee shall comply with the requirements of federal, state, and local health regulations with respect to the cleanliness of the food preparation and service areas and the handling of food and material items in these areas.

The franchisee shall furnish all equipment required to execute the terms of this Agreement. The successful franchisee shall supply, install, service, and maintain new or agreed upon equipment. The prospective franchisee shall provide to the

County's Engineering & Infrastructure Department for review and approval the manufacturer's specifications for all cooking equipment prior to the installation in each facility. Equipment must remain in good, workable condition throughout the term of the Agreement. All cooking equipment shall be cleaned, serviced and maintained per the manufacturer's specifications. Cleaning and service records shall be maintained and provided to the County's Engineering & Infrastructure Department upon request.

The prospective franchisee shall be responsible for cleaning and housekeeping in all areas and will keep such areas in a clean and sanitary condition, and in conformity with all applicable federal, state, and local regulations and requirements. The prospective franchisee further agrees to submit to inspection by County staff at any time.

The prospective franchisee shall be responsible for proper removal of trash and garbage to the proper receptacles located outside the facility. He or she shall also be responsible for the proper removal of recyclable materials such as aluminum cans, plastic bottles, and cardboard to the proper receptacles located outside the facility at each deli location. The franchisee shall maintain and leave said premises in substantially as good condition as when received by it, except reasonable wear and tear.

The prospective franchisee shall comply with the County's signage and style guide at each deli location. The County's sign shop will provide graphics and signage as appropriate.

FINANCIAL TERMS: The prospective franchisee will provide recent financial statements from at least three most recent years of operation.

The successful proposer shall operate the Deli and Snack Bar Services on a Profit/Loss basis. The successful proposer shall be responsible for all costs of the operation.

The Franchisee shall pay the County six percent (6%) of the net sales generated by the snack bar/bars (the commission) with a minimum commission of \$500.00 per month for each snack bar. The term "net sales" shall mean the gross receipts of the snack bars less sales tax and discounts. The commission shall be paid monthly, by the 15th day of the following month (i.e.: the commission payable for the month of December shall be paid by January 15th). Franchisee shall provide proof of sales to Cumberland County in the form of a copy of their "monthly business report," along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to Cumberland County. Monthly checks and reporting information shall be mailed to: Cumberland County Finance; Attention: Accounts Receivable, PO Box 1829, Fayetteville, NC 28302-1829.

The successful proposer will maintain a point-of-sale system and accept patron credit and debit cards at each deli location.

See **Attachment C** for a summary of the current franchisee's sales.

PROPOSED MENU AND PRICING: The prospective franchisee will provide a sample menu and proposed pricing for each menu item as a part of the proposal process.

LIMITATIONS: The following limitations will apply to both deli/snack bar locations.

- There is not a vented cooking hood in the kitchen area for either location.
- All cooking equipment shall contain a built-in filtration system (i.e., ventless hood) with fire suppression that meets National Fire Protection Association (NFPA) requirements.
- The current franchisee owns all non-fixed appliances and kitchen equipment at both locations and also the dining room furnishings at the Courthouse location.

PROOF OF INSURANCE: The successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of North Carolina, and in standard form approved by the Board of Insurance Commissioners' of the State of North Carolina, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident - FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident – ONE MILLION (\$1,000,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident – FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

The successful proposer shall carry in full force Workers' Compensation Insurance, if there are three or more employees, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized

by the insurer to bind coverage on its behalf. The proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

The prospective franchisee shall name the County of Cumberland as an additional insured and that the County be given a 30 day notice of cancellation of the policy. The prospective franchisee will also agree to indemnify the County and defend it against any claims made to the County that resulted from the negligence of the operator.

REFERENCES: The prospective franchisee will provide three (3) written references testifying as to his/her reputation and qualifications as it relates to successfully operating a restaurant/deli-type establishment.

See ***Attachment D*** for floorplans and photographs of each deli and snack bar location.

**Cumberland County Deli and Snack Bar
Proposal #16-08-CM (P)**

PROPOSAL SHEET

Please Print

Does your proposal meet all requirements listed (circle one)? Yes No

If no, please
describe: _____

Company Name: _____

Representative: _____

Title: _____

Email & phone: _____

ATTACHMENT A

Cumberland County Deli and Snack Bar

Request for Proposals

Projected Timeline

Facilities Committee Meeting	<i>Thursday, 10/1</i>
Advertise RFP in Paper & Internet at least 15 business days	<i>Wednesday, 10/7</i>
Deadline for Proposals	<i>Friday, 10/23</i>
Review proposals	<i>Friday, 10/23</i>
Present Recommendation to Facilities Committee	<i>Thursday, 11/5</i>
Present Recommendation to Board of Commissioners	<i>Monday, 11/16</i>
Expiration of Contract Extension with Mr. Jae Yi	<i>Thursday, 12/31</i>

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

MELISSA C. CARDINALI
Assistant County Manager

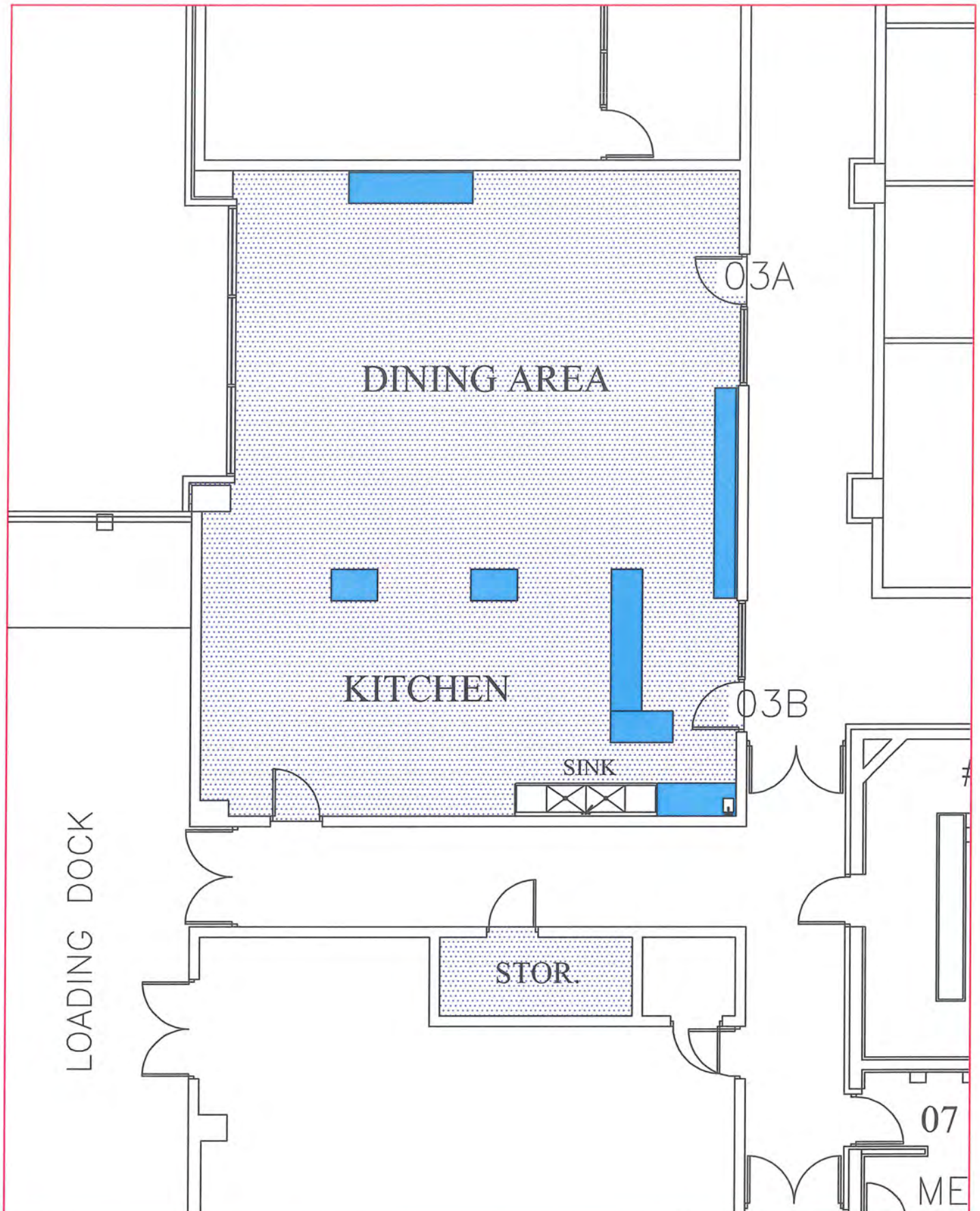
W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

Cumberland County 2016 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2016	Friday
Martin Luther King Jr. Day	January 18, 2016	Monday
Good Friday	March 25, 2016	Friday
Memorial Day	May 30, 2016	Monday
Independence Day	July 4, 2016	Monday
Labor Day	September 5, 2016	Monday
Veterans Day	November 11, 2016	Friday
Thanksgiving	November 24 & 25, 2016	Thursday & Friday
Christmas	December 23, 26 & 27, 2016	Friday, Monday & Tuesday

HAPPY DELI SALES FIGURES FY 14 & 15						
		COURTHOUSE		DSS		
		GROSS	6% PAID	GROSS	6% PAID	TOTAL PAID
JULY		\$8,987.52	\$539.25	\$8,595.54	\$515.73	\$1,054.98
AUGUST		\$9,153.93	\$549.24	\$8,629.12	\$517.75	\$1,066.99
SEPTEMBER		\$9,045.21	\$542.71	\$7,216.54	\$500.00	\$1,042.71
OCTOBER		\$9,541.64	\$572.49	\$9,981.35	\$598.88	\$1,171.37
NOVEMBER		\$10,318.10	\$619.09	\$8,397.94	\$503.88	\$1,122.09
DECEMBER		\$10,853.26	\$651.20	\$9,482.16	\$568.93	\$1,220.13
JANUARY		\$9,722.01	\$583.32	\$9,344.02	\$560.64	\$1,143.96
FEBRUARY		\$9,538.26	\$571.69	\$9,614.72	\$576.88	\$1,148.57
MARCH		\$13,449.12	\$806.95	\$12,054.18	\$723.25	\$1,530.20
APRIL		\$11,741.12	\$704.47	\$11,118.07	\$667.08	\$1,371.55
MAY		\$11,199.66	\$671.97	\$10,165.96	\$609.95	\$1,281.92
JUNE		\$11,211.96	\$672.72	\$10,919.36	\$655.16	\$1,327.88
			\$7,485.10		\$6,998.13	\$14,482.35
			FY 14			
JULY		\$9,249.41	\$554.96	\$8,512.02	\$510.72	\$1,065.68
AUGUST		\$9,616.44	\$576.99	\$8,246.56	\$500.00	\$1,076.99
SEPTEMBER		\$9,845.75	\$590.74	\$8,902.06	\$534.12	\$1,124.86
OCTOBER		\$9,482.62	\$568.94	\$8,441.46	\$506.48	\$1,075.42
NOVEMBER		\$9,011.96	\$540.72	\$7,457.54	\$500.00	\$1,040.72
DECEMBER		\$8,509.83	\$510.59	\$7,092.67	\$500.00	\$1,010.59
JANUARY		\$8,475.78	\$508.55	\$8,058.02	\$500.00	\$1,008.55
FEBRUARY		\$8,658.42	\$519.51	\$8,035.77	\$500.00	\$1,019.51
MARCH		\$8,949.58	\$536.97	\$7,993.17	\$500.00	\$1,036.97
APRIL		\$8,590.72	\$515.44	\$6,159.23	\$500.00	\$1,015.44
MAY		\$6,446.88	\$566.81	\$7,151.12	\$500.00	\$1,066.81
JUNE		\$8,725.25	\$523.52	\$7,077.70	\$500.00	\$1,023.52
			\$6,513.74		\$6,051.32	\$12,565.06



COURTHOUSE DELI: 1,450 SQ. FT. TOTAL

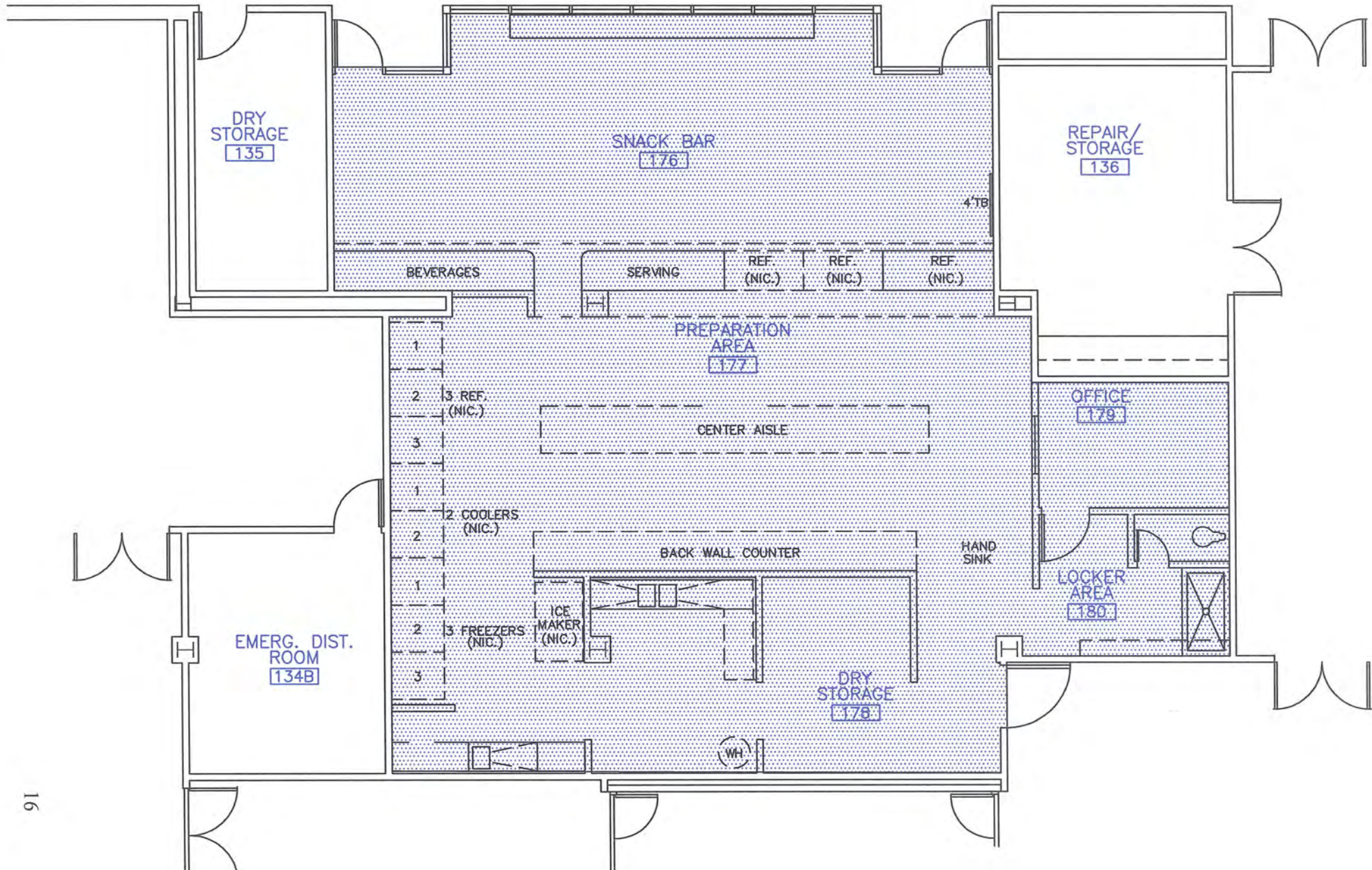
Deli and Snack Bar
Lower Level, Cumberland County Courthouse
117 Dick Street, Fayetteville, NC



Courthouse Deli – continued



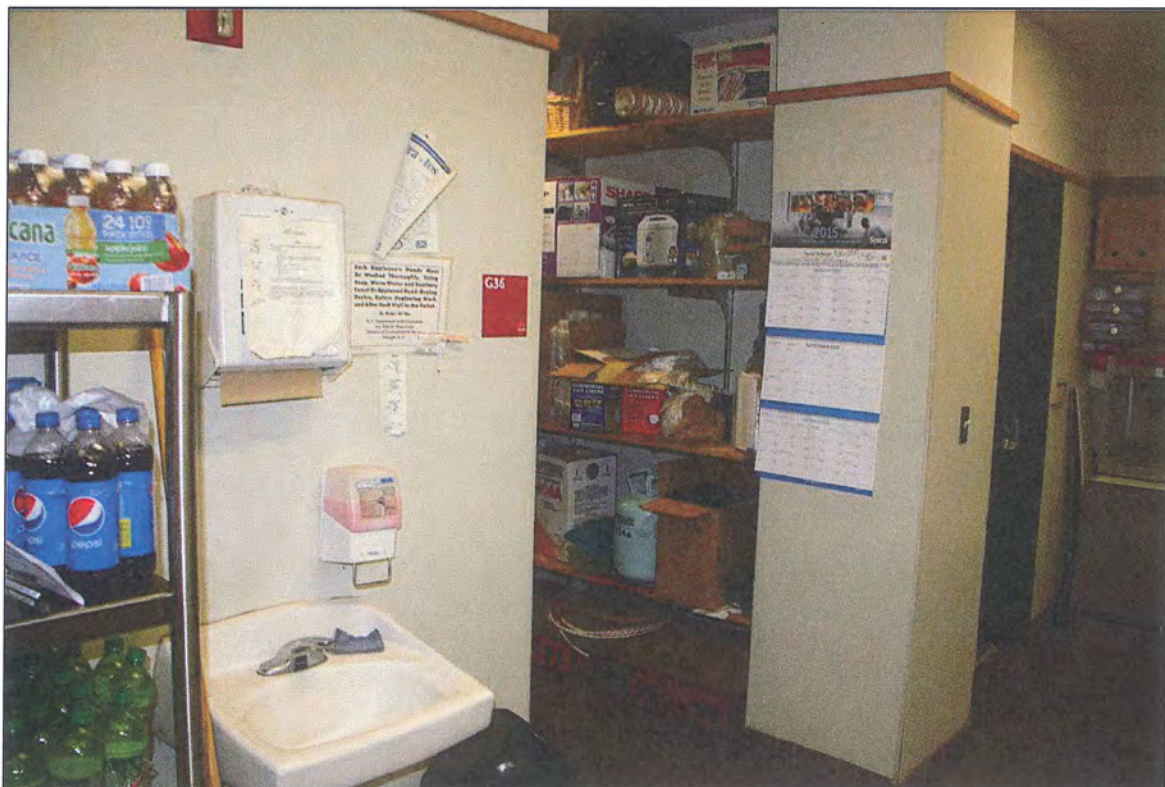
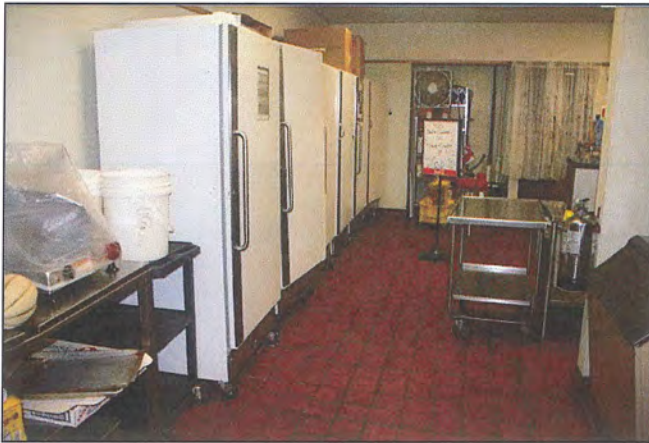
DSS Deli Occupied Space:
2100 Sq. Ft.



Deli and Snack Bar
Lower Level, Cumberland County DSS Building
1225 Ramsey Street, Fayetteville, NC



DSS Deli – Continued





CUMBERLAND COUNTY NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

MEMO FOR THE AGENDA OF THE OCTOBER 1, 2015 MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY BROWN, PE, E & I DIRECTOR
THROUGH: AMY H. CANNON, COUNTY MANAGER *ah*
DATE: SEPTEMBER 16, 2015
SUBJECT: CONSIDERATION OF A RESOLUTION FOR THE
APPROVAL OF THE FINAL PLANS AND
SPECIFICATIONS FOR THE OVERHILLS PARK WATER
& SEWER PROJECT

Requested by: AMY HALL, ADMINISTRATIVE PROGRAM OFFICER
Presenter(s): JEFFERY BROWN, PE, E & I DIRECTOR

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Public Utilities Division of the Engineering & Infrastructure Department received notification from the United States Department of Agriculture – Rural Development (USDA-RD) of their intent to fund the installation of sewer within the Overhills Park Water & Sewer District on April 8, 2014. The project funding consists of a loan in the amount of \$819,000, a grant in the amount of \$2,503,000 and a County contribution of \$50,700 for a total project cost of \$3,372,700. Recently USDA-RD notified the Public Utilities Division that the plans and specifications have been reviewed and prior to providing written authorization to bid the project, the Overhills Park Water and Sewer District must submit, in accordance with the Water and Wastewater Docket (WWD) Processing Checklist, the attached signed resolution providing approval of the final plans and specifications in order to move forward with the project.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director along with County Management recommend that the Facilities Committee approve the resolution and place it on the agendas of the October 19, 2015 Board of Commissioners and Overhills Park Governing Board meetings for approvals.

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**APPROVAL OF PLANS &
SPECIFICATIONS FOR THE
OVERHILLS PARK WATER &
SEWER DISTRICT**

WHEREAS, The Overhills Park Water & Sewer District has need for and intends to construct a wastewater system,

WHEREAS, Engineers have developed the final plans and specifications;

**NOW THEREFORE BE IT RESOLVED, BY THE GOVERNING BOARD OF THE OVERHILLS
PARK WATER AND SEWER DISTRICT:**

That the Overhills Park Water & Sewer District Governing Board hereby approves the final engineering plans and specifications as prepared by MBD Consulting Engineers. P.A. and McGill Associates.

Adopted at a meeting of the Governing Board of the Overhills Park Water and Sewer District held on the 19th day of October 2015 in the Commissioners Meeting Room, Room 118, County Courthouse, 117 Dick Street, in Fayetteville, North Carolina.

Overhills Park Water and Sewer District

Kenneth S. Edge, Chairman
Overhills Park Water & Sewer District
Governing Board

Attest:

Candice White, Clerk
Overhills Park Water & Sewer District
Governing Board

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA


MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE OCTOBER 1, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER 

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: SEPTEMBER 22, 2015

SUBJECT: MID-CAROLINA COUNCIL OF GOVERNMENTS LEASE AGREEMENT

Presenter(s): W. Tracy Jackson, Asst. County Manager

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

The Mid-Carolina Council of Governments, a quasi-governmental regional agency serving Cumberland, Harnett and Sampson Counties and the municipalities contained therein, wishes to enter into a lease agreement with Cumberland County for 4,070 square feet of executive office space located in the Cumberland County Historic Courthouse, 130 Gillespie Street in Fayetteville. This agreement will take the place of a prior lease that was in need of an update. The rent shall be at an annual rate of \$8,000 the first year (fiscal year 2016); \$12,210 the second year (fiscal year 2017); \$16,280 the third year (fiscal year 2018); \$20,350 the fourth year (fiscal year 2019); and \$24,420 the fifth year (fiscal year 2020). Mid-Carolina Council of Governments provides transportation, planning and other services such as administering the Area Agency on Aging which provides various programs and advocacy for those 60 years of age and older in our region.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on
Approved by the Board of Commissioners on

This Lease Agreement, made and entered as of the _____ day of _____, 2015, by and between **Mid Carolina Council of Governments**, a non-profit North Carolina corporation with a place of business at 130 Gillespie Street, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 4,070 square feet of office space in the Historic Cumberland County Courthouse, located at 130 Gillespie Street, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. **TERM:** The Lease shall commence the 1st day of July, 2015, and unless sooner terminated, continue for five years to June 30, 2020.
2. **RENT:** The rent shall be at an annual rate of EIGHT THOUSAND (\$8,000) the first year (fiscal year 2016); TWELVE THOUSAND TWO HUNDRED TEN DOLLARS (\$12,210) the second year (fiscal year 2017); SIXTEEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$16,280) the third year (fiscal year 2018); TWENTY THOUSAND THREE HUNDRED FIFTY DOLLARS (\$20,350) the fourth year (fiscal year 2019); and TWENTY-FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$24,420) the fifth year (fiscal year 2020). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.

5. **PARKING LOT**: LESSEE shall have the right of shared use and enjoyment of the Historic Cumberland County Courthouse parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE**: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. **USE AND POSSESSION**: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES**: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION**: If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the proposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE**: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT**: The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and

inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.

12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.
13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Mid Carolina Council of Governments
Attn: Jim Caldwell, Executive Director
130 Gillespie Street.
Fayetteville, NC 28302

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.

22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.

29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
30. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: MID CAROLINA COUNCIL OF
GOVERNMENTS

ATTEST:

BY: _____ BY: _____
Secretary Jim Caldwell, Executive Director

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: _____ BY: _____
Candice White, Clerk Kenneth Edge, Chair
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Kenneth Edge is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is Secretary of Mid Carolina Council of Governments, a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2015.

Notary Public

My Commission Expires: _____.

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

Approved for Legal Sufficiency

Vicki Evans, Finance Officer

County Attorney's Office
() Renewable
() Non-renewable
Expiration Date: June 30, 2020

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



**CUMBERLAND
COUNTY**
NORTH CAROLINA


MELISSA C. CARDINALI
Assistant County Manager


W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE OCTOBER 1, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER 

THROUGH: AMY H. CANNON, COUNTY MANAGER 

DATE: SEPTEMBER 22, 2015

SUBJECT: CUMBERLAND COUNTY COMMUNICARE, INC. LEASE AGREEMENT

Presenter(s): W. Tracy Jackson, Asst. County Manager

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

Communicare, a local not-for-profit agency that assists people in overcoming mental health problems, substance abuse/chemical dependency, and the trauma of sexual victimization and abuse, wishes to enter into a lease agreement with Cumberland County for 13,944 square feet of office space located at 109 Bradford Avenue in Fayetteville. This agreement contains terms that mirror the prior agreement between Communicare and Cumberland County and will take the place of that agreement which will expire October 31, 2015. The agreement also continues to recognize the in-kind services that Communicare provides to the County. The rent is proposed at an annual rate of \$41,308 and will be for a three-year term.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on
Approved by the Board of Commissioners on

This Lease Agreement, made and entered as of the _____ day of _____, 2015, by and between **Cumberland County Communicare, Inc.**, a non-profit North Carolina corporation with a place of business at 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 13,944 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. **TERM:** The Lease shall commence the 1st day of November, 2015, and unless sooner terminated, continue for three (3) years to June 30, 2018.
2. **RENT:** The rent shall be at an annual rate of FORTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$41,308). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in

force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Cumberland County, Communicare, Inc.
Attn: Executive Director
P.O. Box 87830
Fayetteville, NC 28304-0030

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be

deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

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

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: CUMBERLAND COUNTY
COMMUNICARE, INC

ATTEST:

BY: _____ BY: _____
Secretary Executive Director

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: _____ BY: _____
Candice White, Clerk Kenneth Edge, Chair
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Kenneth Edge is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is Secretary of Cumberland County Communicare, Inc., a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2015.

Notary Public

My Commission Expires: _____.

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

Approved for Legal Sufficiency

Vicki Evans, Finance Officer

County Attorney's Office

() Renewable

() Non-renewable

Expiration Date: June 30, 2018



