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CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

**MEMORANDUM**

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

FROM: Kellie Beam, Deputy Clerk to the Board

DATE: December 31, 2015

SUBJECT: Facilities Committee Meeting – January 7, 2016

**There will be a regular meeting of the Facilities Committee on Thursday, January 7, 2016 at 8:30 AM in Room 564 of the Cumberland County Courthouse.**

**AGENDA**

1. Election of Chairman (**No Materials**)
2. Approval of Minutes – November 5, 2015 Facilities Committee Meeting (**Pg. 2**)
3. Consideration of Ames Street Property Issues
  - A. Request from Employment Source, Inc. to Perform Capital Improvements on Leased Property (**Pg. 9**)
  - B. Request from City of Fayetteville for a Portion of the Ames Street Property for the Senior/Aquatics Center (**Pg. 12**)
4. Discussion Regarding Lease Rates Between Governmental Bodies (**Pg. 13**)
5. Review of New Venue and Procedures for Election Returns (**Pg. 15**)
6. Consideration of Request to Lease Private Property Located at 727 McGilvery Street (**Pg. 16**)
7. Other Items of Business (**No Materials**)

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

# DRAFT

ITEM NO. 2.

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

MEMBERS PRESENT: Commissioner Glenn Adams  
Commissioner Jimmy Keefe  
Commissioner Larry Lancaster

COMMISSIONERS PRESENT:  
Commissioner Kenneth Edge

OTHERS PRESENT: Amy Cannon, County Manager  
James Lawson, Deputy County Manager  
Tracy Jackson, Assistant County Manager  
Rick Moorefield, County Attorney  
Vicki Evans, Finance Director  
Thelma Matthews, County Finance  
Jeffery Brown, Engineering & Infrastructure Director  
Claudia Sievers, Public Information Office  
Tammy Gillis, Internal Auditor/Wellness Services Director  
Glenda Dye, Mid-Carolina Council of Government  
Michael Rutan, Mid-Carolina Council of Government  
Rob Robinson, Alliance Behavioral Healthcare  
Kelly Goodfellow, Alliance Behavioral Healthcare  
Kellie Beam, Deputy Clerk to the Board

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – OCTOBER 1, 2015 REGULAR MEETING

MOTION: Commissioner Lancaster moved to approve the minutes.  
SECOND: Commissioner Keefe  
VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF APPROVAL OF ALLIANCE BEHAVIORAL  
HEALTHCARE LEASE AGREEMENT

BACKGROUND:

Alliance Behavioral Healthcare, the managed care organization that provides mental health services for the citizens of Cumberland County, wishes to enter into a lease agreement with Cumberland County for 16,995 square feet of office space located at 711 Executive Place in Fayetteville. Alliance Behavioral Healthcare is seeking approval to renovate the first and second floors of the building and would like assistance from the

# DRAFT

County in the form of a waiver of rent for six (6) months in the amount of \$112,924 and the use of carryover funds from a prior year in the amount of \$387,076 for a total County contribution of \$500,000. Preliminary cost estimates obtained by Alliance Behavioral Healthcare for renovations are projected to be approximately \$1.2 million.

The term of the lease will be three (3) years initially, with two (2), two (2) year extensions for a total of seven (7) years. The effective date of the lease agreement will be January 1, 2016. If approved, the rent will be waived for the first six (6) months of the lease and thereafter will be \$16,995 per month for the remainder of the lease. Lease revenue for FY15 has only been budgeted for the first half of the year.

## RECOMMENDATION

Staff recommends approval of a lease agreement, and the proposed building renovations, for Alliance Behavioral Healthcare.

\*\*\*\*\*

Tracy Jackson, Assistant County Manager, reviewed the background information and recommendation as recorded above.

Rob Robinson, CEO of Alliance Behavioral Healthcare, stated the Alliance's is proposing to renovate the office space currently occupied at 711 Executive Place under a cost-sharing arrangement with Cumberland County because Alliance has occupied this space since the merger between Cumberland County Mental Health and Alliance on July 1, 2013. Mr. Robinson stated Alliance staff occupies the first and second floor and share meeting and storage space on the fourth and fifth floors.

Mr. Robinson stated Alliance leadership recently completed a walkthrough of the space with Cumberland County Management with the goal of understanding the current architecture of the building as well as the scope of a redesign necessary to optimize future use of the space. Mr. Robinson stated the property has shared a benefit for both Alliance and Cumberland County to include continuity of operations for stakeholders who visit the building but Alliance has significant concerns regarding the current layout with respect to security, usage of space and design.

Mr. Robinson stated Alliance has a proposed design that would:

- Result in occupancy of only the first and second floors.
- Allow for secure space for Alliance staff in compliance with URAC and safety standards.
- Allow for open common area on first floor for other tenants.
- Rebrand the space per Alliance guidelines.

Mr. Robinson stated Alliance requests that the County contribute 50% of the final cost of renovations not to exceed \$500,000 broken down as follows:

- Alliance is permitted to occupy the space rent-free from January through June 2016 (cash value \$112,924).

# DRAFT

- Cumberland County allows Alliance to utilize the remaining \$387,076 from the County fund balance it currently holds.

Mr. Robinson stated additional costs would be absorbed by Alliance. Discussion followed.

Commissioner Glenn Adams asked about the tax value and square footage of 711 Executive Place. Ms. Cannon stated staff would get this information and provide it to the Facilities Committee at a later date. Ms. Cannon asked the Alliance how much of the \$1.2 million is for the cost of workstations and furniture. Kelly Goodfellow, Alliance Behavioral Healthcare, stated a great deal of that cost is related to demolition and plans but she can furnish a better breakdown to Ms. Cannon at a later date.

Commissioner Lancaster stated he feels this is a win-win situation for everyone and he appreciates the commitment of the Alliance. Commissioner Adams stated he would be in opposition of the lease agreement until he receives further information regarding the square footage and tax value of 711 Executive Place.

MOTION: Commissioner Keefe moved to recommend to the full board approval of the lease agreement and the proposed building renovations for Alliance Behavioral Healthcare  
SECOND: Commissioner Lancaster  
VOTE: PASSED (2-1) (Commissioners Keefe and Lancaster voted in favor; Commissioner Adams voted in opposition)

### 3. CONSIDERATION OF APPROVAL OF MID-CAROLINA COUNCIL OF GOVERNMENT LEASE AGREEMENT

#### BACKGROUND:

This item was originally introduced at the October 1<sup>st</sup> Facilities Committee meeting. No action was taken at that time so that a representative from the Mid-Carolina Council of Governments (MCCOG) could be present to answer questions at the November Facilities Committee meeting. MCCOG, 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 Historic Cumberland County Courthouse.

This agreement will take the place of a prior lease that was outdated, and the intent was to gradually increase the lease rate over time to minimize the impact on services. 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). MCCOG provides services which include the administration of an array of aging programs. These aging programs include adult day health care, transportation, in-home aides, home-delivered

# DRAFT

meals, information and consumer services, housing and home improvements, and advocacy for those 60 years of age and older.

## RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement due to the importance and value of the services provided to senior adults in our local community.

\*\*\*\*\*

Mr. Jackson reviewed the background information and recommendation as recorded above.

Ms. Cannon stated the MCCOG lease is extremely outdated and staff is working on bringing the lease up to date and gradually increasing the lease income. Ms. Cannon stated any increase in the lease amount will impact the dollars available for providing services according to Jim Caldwell at MCCOG.

Commissioner Keefe stated he is not familiar with all of the services the MCCOG provides. Commissioner Keefe further stated he feels like this location is prime real estate and the lease rate is low. Glenda Dye, Mid-Carolina Council of Government Director of Area Agency on Aging, stated the MCCOG is the fiscal and staff support for agencies such as RULAC, Mid Cape Fear River Basin Association and the Community Transportation Program among other agencies and services.

Commissioner Keefe stated he feels the County has lease rates that are all over the place and there needs to be more consistency. Ms. Cannon explained there are various lease rates depending on the value of services provided. Ms. Cannon further explained some agencies are providing County services. Ms. Cannon stated if the Facilities Committee would like to revisit lease rates and come up with a standard rate that could be done but recommendations are currently based on the value of services that are actually provided. Commissioner Adams stated he feels it is important for the Facilities Committee to receive information regarding the County services the agencies provide when making decisions regarding lease rates. Discussion followed.

Commissioner Keefe stated he is surprised the City of Fayetteville is not a member of the MCCOG. Commissioner Adams stated he would like to see the commissioners speak to the Mayor or the City/County Liaison Committee about possibly joining the MCCOG since there has been some change in leadership at the City of Fayetteville.

Commissioner Edge stated he has served as the MCCOG liaison for several years in the past and he feels they operate on a shoe string budget. Commissioner Edge stated the transportation service and the other services provided to the elderly are critical.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the proposed lease agreement with Mid-Carolina Council of Government due to the importance and value of the services provided to senior adults in our local community.

# DRAFT

SECOND: Commissioner Adams  
VOTE: PASSED (2-1) (Commissioners Lancaster and Adams voted in favor;  
Commissioner Keefe voted in opposition)

## 4. CONSIDERATION OF APPROVAL OF RESULTS OF DELI FRANCHISE REQUEST FOR PROPOSALS

### BACKGROUND:

Staff successfully advertised for proposals to operate and provide deli and snack bar services on October 8, 2015 with a deadline for submittal of 10:00 a.m., October 23, 2015. One (1) response to the Request for Proposal (RFP) for deli and snack bar services was received.

### Requirements included:

- 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 included:

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

The sole respondent to the RFP process was Mr. Jae Yi, current provider of deli and snack bar services, and his proposal package was compliant in all ways with the specifications of the proposal process. If Mr. Yi is awarded this franchise, staff will work closely with him to improve certain aesthetics of the spaces where deli and snack bar services are provided. The proposed term for the franchise agreement is for a three (3) year period with a renewal option for an additional three (3) years in one (1) year increments (six (6) years in total).

### RECOMMENDATION/PROPOSED ACTION:

Staff recommends awarding a deli and snack bar franchise for two locations in County-owned facilities to Mr. Jae Yi and forwarding this recommendation to the full board for approval on a consent agenda.

\*\*\*\*\*

Mr. Jackson reviewed the background information and recommendation as recorded above. Mr. Jackson stated the deli franchise RFP was advertised in The Fayetteville Observer and online for two weeks and only one proposal was received. Mr. Jackson stated the proposal received did meet all the requirements. Mr. Jackson stated Tammy

# DRAFT

Gillis, Internal Auditor, has reviewed all the financial statements and staff recommends approval.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the deli and snack bar franchise for two locations in County-owned facilities to Mr. Jae Yi.  
SECOND: Commissioner Keefe  
VOTE: UNANIMOUS (3-0)

## 5. REPORT ON NATIONAL FLOOD INSURANCE PROGRAM'S (NFIP) COMMUNITY RATING SYSTEM (CRS) ANNUAL RECERTIFICATION PROGRESS REPORT

### BACKGROUND:

Cumberland County participates within the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. The County's participation allows those that are required to have flood insurance to receive discounted insurance premium rates. Cumberland County currently has a class rating of 8 which allows property owners to receive a 10% discount off of their insurance premiums for policies within the Special Flood Hazard Area (SFHA).

As part of the County's annual recertification process, the Engineering and Infrastructure Department is required to provide an update on each action item related to floodplain management outlined within the Cumberland County Multi-Jurisdictional Hazard Mitigation Plan. Another requirement is that this progress report be presented to the governing board.

The Engineering and Infrastructure Department received notification on October 8<sup>th</sup> that the County's recertification packet had been reviewed and the County was found to be in good standing in the CRS Program for the next year.

### RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee is not being asked to take action. The purpose of this item is to provide the Committee the progress report as required by NFIP for the County's annual recertification for the Community Rating System.

\*\*\*\*\*

Jeffery Brown, Engineering and Infrastructure Director, reviewed the background information and recommendation as recorded above.

Mr. Brown stated this program helps citizens that are required to have flood insurance get a lower rate. Mr. Brown stated as long as the County participates in this program we will have to go through an annual audit and a part of that recertification process requires the

# DRAFT

Engineering and Infrastructure Department to review what the County is doing related to flood associated action items within the Hazard Mitigation Plan. Mr. Brown stated the report has to be brought to the governing board to ensure the County is doing what needs to be done in regards to the Hazard Mitigation Plan. Mr. Brown provided the report to the Facilities Committee. Mr. Brown stated no action needs to be taken and this item is for information only.

## 6. OTHER ITEMS OF BUSINESS

No other items of business.

MEETING ADJOURNED AT 9:26 AM.



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
JANUARY 7, 2016 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: AMY H. CANNON, COUNTY MANAGER**  
**DATE: DECEMBER 30, 2015**  
**SUBJECT: REQUEST FROM EMPLOYMENT SOURCE, INC. TO  
PERFORM CAPITAL IMPROVEMENTS ON LEASED  
PROPERTY**

**Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR**

**Estimate of Committee Time Needed: 15 MINUTES**

**BACKGROUND:**

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

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

**RECOMMENDATION/PROPOSED ACTION:**

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve Employment Source, Inc. to move forward with the proposed improvements/alterations outlined in their written request dated December 17, 2015.



# ServiceSource

A LEADING RESOURCE FOR PEOPLE WITH DISABILITIES

December 17, 2015

Jeffery P. Brown, PE  
Engineering & Infrastructure Director  
Cumberland County Engineering & Infrastructure Department Projected Work  
[Jeffery Brown <jbrown@co.cumberland.nc.us>](mailto:jbrown@co.cumberland.nc.us)

Dear Jeffery,

Thank you again for taking the time to meet with Andrew, Christine, and myself to go over our maintenance requests for the building we are leasing from Cumberland County at 600 Ames Street.

We would like to have permission from the County to perform the work detailed on the following page. Please let me know if you have any questions.

Sincerely,

Jim Richter  
Division Manager - Operations  
ServiceSource  
North Carolina Regional Office  
600 Ames Street  
Fayetteville, NC 28301  
910.401.5491 - Direct Line  
910.635.8800 - Cell  
910.485.4341 - fax  
[jim.richter@servicesource.org](mailto:jim.richter@servicesource.org)  
[www.servicesource.org](http://www.servicesource.org)

1. Fence Line Clearing – entire property
  - Remove all vegetation growing in fence lines
    - This will involve both manual and chemical (Mohave) removal. Our General Manager of our Fort Brag Ground Service Team is licensed as a certified pesticide applicator.
    - Chemical will not be applied where drainage could enter the creek.
  - Remove trees within 3 – 10' of the fence line, where the main trunk of the tree has either grown over, or fallen over the fence.
  - Trim all tree limbs that have grown over the fence line.
2. Erosion at Creek Area
  - Once fence line is cleared, check closely for erosion creeping to fence line.
  - Build small swale from black top at rear parking lot to fence line (approximately 4') and place rip rap to help drain run off from lot to creek.
    - NOTE: Other erosion methods may be necessary if major issues are found
3. Back Area by Barn
  - Large sink holes to be filled in and leveled.
  - Would like permission to remove the barn, as it is in poor shape and unsafe. The block is cracking and the foundation is unsafe.
4. Tennis Court Inside Fence to be Removed
5. Left Back Area at Training Center
  - Thin out / remove volunteer trees to open area up (for visibility safety concerns).
6. Parking lot
  - We would like permission to repair the parking lot area. The concrete has significantly cracked, and poses a safety hazard to our employees and visitors. We would like to remove the broken concrete and replace with asphalt.
  - A complete plan will be presented; however, we need to know if the County will allow us to replace the broken concrete with asphalt.

AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

ITEM NO. 3.B.  
MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager

**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE JANUARY 7, 2016  
MEETING OF THE FACILITIES COMMITTEE**

**TO:** FACILITIES COMMITTEE MEMBERS

**FROM:** W. TRACY JACKSON, ASST. COUNTY MANAGER

**THROUGH:** AMY H. CANNON, COUNTY MANAGER

**DATE:** DECEMBER 29, 2015

**SUBJECT:** AMES STREET RECREATIONAL CENTER PLANS

**Presenter(s):** Michael Gibson, Director, Fayetteville-Cumberland Parks & Recreation

**Estimate of Committee Time Needed:** 15 Minutes

**BACKGROUND**

Fayetteville-Cumberland Parks & Recreation is in the process of developing future plans for a proposed aquatics center and senior center. Property owned by Cumberland County and located on Ames Street has been identified as a potential site for this project. This property is the site of Employment Source, Inc. and a portion of the property is needed for the proposed project. Parks & Recreation would like to present information to the Facilities Committee about the proposed project and determine how feasible it will be to move the project forward if a bond package is approved by voters in coming months.

**RECOMMENDATION/PROPOSED ACTION:**

The Facilities Committee is being asked to provide guidance about the use of this site for the proposed aquatics/senior center and provide direction in handling the request.





**CUMBERLAND**  
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NORTH CAROLINA

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
JANUARY 7, 2016 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: AMY H. CANNON, COUNTY MANAGER**  
**DATE: DECEMBER 30, 2015**  
**SUBJECT: COMPILATION OF LEASE AGREEMENTS OF COUNTY OWNED PROPERTY**

**Requested by: COMMISSIONER JIMMY KEEFE**  
**Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR**

**Estimate of Committee Time Needed: 10 MINUTES**

**BACKGROUND:**

Commissioner Jimmy Keefe requested that County staff provide a spreadsheet showing all leases with outside agencies and the specifics associated with each of these lease agreements. Commissioner Keefe also requested that any agency that is utilizing space within County owned property without a valid lease to be included on the spreadsheet as well. The information requested has been compiled and the spreadsheet has been included as an attachment to this memo. Staff will give a brief overview of the attached information and field questions.

**RECOMMENDATION/PROPOSED ACTION:**

The Facilities Committee is not being asked to take action. This purpose of this item was to provide the Committee an overview of leases that the County currently has with outside agencies for the use of space within County facilities.

<u>Building</u>	<u>Lessee</u>	<u>Square Footage</u>	<u>Lease Rate (per SF)</u>	<u>Yearly Cost</u>	<u>Utilities</u>	<u>Janitorial</u>	<u>Lease Expires</u>
Community Corrections	NCDPS	1,034	\$15.00	\$15,510.00	County*	County	6/30/2017
Community Corrections	Coastal Horizons Center, Inc.	1,773	\$15.00	\$26,595.00	County*	County	6/30/2017
Community Corrections	Fellowship Health Resources	1,005	\$15.00	\$15,075.00	County*	County	6/30/2017
Convention & Visitor's Bureau	FACVB	7,049	\$10.50	\$74,014.50	Lessee	Lessee	11/30/2022
109 Bradford Avenue	Communicare	13,994	*see footnote	\$41,308.00	County	County	6/30/2018
Agri-Expo	Witch Weed Office Space	368	\$15.00	\$5,520.00	County*	County	12/31/2017
Dorothy Spainhour Facility	Easter Seals United Cerebral Palsy	12,310	N/A	\$1/year	Lessee	Lessee	6/30/2018
711 Executive Place	Alliance Behavioral Healthcare	18,713 Finished 323 Unfinished	\$12 (finished) \$4 (unfinished)	\$225,848.00	Lessee (Pay 52%)	Lessee (Pay 52%)	12/31/2015
JP Riddle Stadium	Hometown Sports America, Inc. (Swampdogs)	N/A	N/A	\$12,000/yr plus \$150 per game \$250/month during offseason	County	County	12/31/2016
Ames Street Property	Employment Source, Inc.	12.96 acres	N/A	\$1/year	Lessee	Lessee	4/1/2022
Department of Social Services	State of NC	4,326	\$13.00	\$56,238.00	County*	County	9/30/2016
Historic Courthouse	Mid Carolina Council of Government	4,070	\$1.97 - Year 1 \$3.00 - Year 2 \$4.00 - Year 3 \$5.00 - Year 4 \$6.00 - Year 5	\$8,000 - Year 1 \$12,210 - Year 2 \$16,280 - Year 3 \$20,350 - Year 4 \$24,420 - Year 5	County	County	6/30/2020
<b><u>Agencies Without a Lease</u></b>							
711 Executive Place	Cape Fear Valley						
Agri-Expo	USDA - Farm Service Agency						
<b>Note:</b> The County receives a discount of \$1,750/month for providing the space for the Forensics Lab located in Community Corrections. County pays \$10,750/month.							
* Lessee provides telephone & internet services.							
**Lease rate is not based on square footage. Communicare was previously located at 226 Bradford Ave with 4,995 SF. Communicare was relocated due to space constraints and assumed a number of court ordered services when the LME was dissolved. Lease amount remained the same due to services being provided to the County.							



ITEM NO. 5.

## COUNTY of CUMBERLAND

### *Board of Elections*

Harvey Raynor III  
Member

R. Kevin Hight  
Secretary

Terri Robertson  
Director

#### MEMO FOR THE JANUARY 7, 2016, FACILITIES COMMITTEE AGENDA

**TO: FACILITIES COMMITTEE MEMBERS**  
**FROM: TERRI ROBERTSON, BOARD OF ELECTIONS DIRECTOR**  
**THROUGH: AMY H. CANNON, COUNTY MANAGER**  
**DATE: DECEMBER 29, 2015**  
**SUBJECT: REVIEW OF NEW PROCEDURES & VENUE FOR ELECTION NIGHT RETURNS**

**Requested by: Amy Cannon, County Manager**

**Presenter(s): Terri Robertson, Board of Elections Director**

**Estimate of Committee Time Needed: 10 minutes**

**BACKGROUND:** The Cumberland County Board of Elections voted on Dec. 10 to no longer rent a banquet room at the Ramada Plaza and Bordeaux Convention Center for people to gather to watch election night returns. The facility use charge for each election was approximately \$500 – \$750 depending on the type of election.

For the March 15, 2016, primary, the Board of Elections will use the conference rooms at the Department of Social Services, 1225 Ramsey Street. The four conference rooms will be opened into one large meeting room. Election results will be projected onto the two large screens once the polls close at 7:30 p.m.

Moving the event to a County facility will not incur rent, but will require the following County staff to work at the venue:

- Three Public Information Office employees
- One DSS Information Services employee
- Sheriff's Office deputies for security

The Board of Elections has been notified of the plan and concurs with the use of the DSS facility for candidates, their supporters and the media to gather to view election returns.

**RECOMMENDATION/PROPOSED ACTION:** Review is provided for information purposes only.

BRENDA REID JACKSON  
Director

DR. JEFFREY A. WILLIAMS  
Deputy Director



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**DEPARTMENT OF SOCIAL SERVICES**

ITEM NO. 6  
CLARETTA JOHNSON  
Assistant Director

BOBBIE REDDING  
Managing Attorney

**MEMORANDUM FOR THE COUNTY FACILITY COMMITTEE**  
**January 7, 2016 - AGENDA**

**MEMORANDUM**

TO: County Facility Committee Members

FROM: Brenda Reid Jackson, CCDSS Director BRJ

DATE: December 29, 2015

SUBJECT: Request to Lease Private Property

**Background:** The FY 2015-16 Budget approval included funding to lease property to use as a Family Visitation Center for the purpose of creating a family-friendly setting for children in foster care. Due to the increase number of children in foster care we are unable to accommodate the court ordered visit within our building's limited visitation space. All available county owned property was evaluated and it was determined none was suitable for this purpose. Private property has been located at 727 McGilvary Street. This location is the former site of the Kidsville Newspaper and has a family friendly atmosphere. The site will be staffed with employees of the Cumberland County Department of Social Services.

**Proposed Action:** The McGilvary Street site will provide a private, more family like setting for foster children to have court ordered visits with their parents. We respectfully request you approval to enter into a lease agreement with Malzone Marketing Inc. in the amount of \$1500 a month. The lease has been reviewed by County Legal.

Please let me know if you have any questions or need any additional information.

BJ

Cc: Cumberland County Board of Social Services  
CCDSS Management Team  
File

*We stand united to strengthen individuals and families and to protect children and vulnerable adults...*



## COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 16, by and between  
Malzone Marketing, Inc. ("Landlord") whose address is  
P.O. Box 2363, Fayetteville, NC 28302 and  
CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES ("Tenant") whose address is  
Fayetteville, NC 28301;

### WITNESSETH:

#### PREMISES

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Address: 727 McGilvery Street, Fayetteville, NC 28302

Legal Description: as per deed

☐ See attached Exhibit \_\_\_\_\_ for legal description of premises.

#### TERM

2. The Tenant shall have and hold the Premises for a term of one year beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20 16, at midnight, unless sooner terminated as hereinafter provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month of the term hereof and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

#### RENTAL

3. Tenant agrees to pay Landlord or its Agent without demand, deduction or set off, an annual rental of \$ \_\_\_\_\_ payable in equal monthly installments of \$ 1,500.00 in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first month's rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental due. On each Lease Year Anniversary the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted:

☐ by any change in the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities (CPI-W, 1982-1984=100) ("Index") by multiplying the then effective annual rental by the value of said Index for the month two months prior to the Lease Year Anniversary and dividing the product by the value of said Index for the month two months prior to the previous Lease Year Anniversary (in the instance of the first Lease Year Anniversary the value of the Index for the month two months prior to the first full month of the term hereof). In the event the Index ceases to be published, there shall be substituted for the Index the measure published by the US Department of Labor which most nearly approximates the Index;

☐ as follows:



☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

#### LATE CHARGES

4. If Landlord fails to receive any rent payment within five days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent 5 (%) of the overdue amount or \$ 100.00 whichever is greater, plus any actual bank fees incurred for resumed or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

#### SECURITY DEPOSIT

5. Tenant shall deposit with Landlord or its Agent upon execution of this Lease \$ 1,500.00 as a security deposit which shall be held as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. **The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.**

☐ If this box is checked, Agent shall hold the Security Deposit and shall be entitled to the interest thereon.

#### UTILITY BILLS

6. (a) Tenant shall pay the following utilities all
- (b) Landlord shall pay the following utilities: none

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

#### COMMON AREA COSTS; RULES AND REGULATIONS

7. If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations (see Paragraph 38). The Rules and Regulations, if any, attached hereto are made a part of this Lease. Tenant agrees to perform and abide by these Rules and Regulations, if any, and such other Rules and Regulations, if any, as may be made from time to time by Landlord.

#### USE OF PREMISES

8. The Premises shall be used for a visitation site between children in DSS foster care and their families.

purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

## TAX AND INSURANCE ESCALATION

9. Tenant shall pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof;

☐ ~~The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year \_\_\_\_\_; or~~

☐ ~~All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.~~

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof:

☐ ~~the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or~~

☐ ~~all fire and extended coverage insurance including any and all public liability insurance on the building~~

In the event the Premises are less than the entire property, then the insurance payable by Tenant for the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property. Tenant shall pay all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

The Tenant shall not be responsible for paying any property taxes for said rental property (727 McGilvery Street, Fayetteville, NC 28302). The Tenant shall not pay the cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of first year of the Lease term or any subsequent year during the term of this Lease.

## REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

## REPAIRS BY TENANT

12. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. <sup>Landlord</sup> ~~Tenant~~ shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, ~~except those repairs expressly required to be made by Landlord hereunder.~~ Unless the grounds are common areas of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including ~~paving~~, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

## ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

## REMOVAL OF FIXTURES

14. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

## DESTRUCTION OF OR DAMAGE TO PREMISES

15. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

## GOVERNMENTAL ORDERS

16. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

## CONDEMNATION

17. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that Tenant shall not have any rights in any award made to Landlord by any condemnation authority.

### ASSIGNMENT AND SUBLETTING

18. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

### EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof

### REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default with five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

### EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls or roof of the Premises, except with the express written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

### LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" or "For Sale" 60 days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

### EFFECT OF TERMINATION OF LEASE

23. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

### MORTGAGEE'S RIGHTS

24. Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.

### **QUIET ENJOYMENT**

25. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

### **HOLDING OVER**

26. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

### **ATTORNEY'S FEES**

27. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

### **RIGHTS CUMULATIVE**

28. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

### **WAIVER OF RIGHTS**

29. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

### **ENVIRONMENTAL LAWS**

30. (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous Materials, or if an environmental protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

#### **TIME OF ESSENCE**

31. Time is of the essence in this Lease.

#### **ABANDONMENT**

32. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

#### **DEFINITIONS**

33. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 34, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

#### **NOTICES**

34. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

*All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.*

#### **ENTIRE AGREEMENT**

35. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

#### **AUTHORIZED LEASE EXECUTION**

36. Each individual executing this Lease as director, officer, partner, member or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

### TRANSFER OF LANDLORD'S INTEREST

37. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

### SPECIAL STIPULATIONS

38. Any special stipulations are set forth in the attached Exhibit n/a. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

### MEMORANDUM OF LEASE

39. Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

### LANDLORD:

#### Individual

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

#### Business Entity

Malzone Marketing, Inc dual agent  
(Name of Firm)

By: \_\_\_\_\_(SEAL)  
C. John Malzone  
Title: president

### TENANT

#### Individual

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

#### Business Entity

Cumberland County Dept.of Social Services  
(Name of Firm)

By: \_\_\_\_\_(SEAL)  
W. Marshall Faircloth, Chairman  
Cumberland County Board of Commissioners