

GLENN B. ADAMS  
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W. MARSHALL FAIRCLOTH  
JIMMY KEEFE  
LARRY L. LANCASTER



# CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

## BOARD OF COMMISSIONERS

### MEMORANDUM

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

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

DATE: April 28, 2017

SUBJECT: Facilities Committee Meeting – Thursday, May 4, 2017

**There will be a regular meeting of the Facilities Committee on Thursday, May 4, 2017 at 8:30 AM in Room 564 of the Cumberland County Courthouse.**

### AGENDA

1. Approval of Minutes – April 6, 2017 Facilities Committee Regular Meeting **(Pg. 2)**
  2. Consideration of Approval of Paving/Resurfacing Contracts:
    - A. Historic Courthouse Parking Lot **(Pg. 6)**
    - B. Solid Waste Container Site Driveways **(Pg. 9)**
  3. Consideration of Lease Renewals:
    - A. NC Department of Public Safety – Adult Probation **(Pg. 12)**
    - B. Coastal Horizons Center, Inc. **(Pg. 24)**
  4. Consideration of Request to Name the Cumberland County Courthouse in Honor of Judge E. Maurice Braswell **(Pg. 36)**
  5. Update on the Misdemeanor Diversion Program **(NO MATERIALS)**
  6. Other Items of Business **(NO MATERIALS)**
- Cc: Board of Commissioners, County Management, County Legal, County Department Heads, Sunshine List

CUMBERLAND COUNTY FACILITIES COMMITTEE  
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564  
APRIL 6, 2017 - 8:30 A.M.  
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams  
Commissioner Larry Lancaster

MEMBERS ABSENT: Commissioner Jeannette Council

OTHER COMMISSIONERS PRESENT:  
Commissioner Jimmy Keefe (arrived at 8:36 a.m.)  
Commissioner Michael Boose (arrived at 8:36 a.m.)

OTHERS PRESENT: Amy Cannon, County Manager  
Tracy Jackson, Assistant County Manager  
Melissa Cardinali, Assistant County Manager  
Rob Hasty, Assistant County Attorney  
Jeffery Brown, Engineering & Infrastructure Director  
AJ Riddle, Assistant County Engineer  
Vicki Evans, Finance Director  
Deborah Shaw, Budget Analyst  
Heather Harris, Budget Analyst  
Brenda Jackson, Social Services Director  
John Nalbone, Department of Social Services  
Kim Barefoot, Department of Social Services  
Candice White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Commissioner Glenn Adams called the meeting to order.

Commissioner Adams stated Commissioner Council let him know in advance that she would not be able to attend this meeting.

I. APPROVAL OF MINUTES – JANUARY 5, 2017 FACILITIES COMMITTEE  
REGULAR MEETING

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

## DRAFT

### 2. CONSIDERATION OF APPROVAL OF CONTRACT FOR SUBTITLE D LANDFILL EXPANSION

#### BACKGROUND

At the November 7, 2016 Board of Commissioners meeting, the Board approved a Contractor Prequalification Policy along with the assessment tool to be used for evaluating contractors' qualifications in order to be considered qualified to bid on the construction of cells #9 and #10 for the Ann Street Subtitle D Landfill. The pre-qualification advertisement was posted in early December with submittals due December 22, 2016. Seven contractors submitted their qualifications for review and consideration. Out of the seven contractors, only two were from North Carolina (Guilford County and North Hampton County). Please keep in mind that landfill cell construction is considered specialty work and there is not an abundance of contractors with this type of experience. Out of the seven contractors that submitted their qualifications, there was only one contractor that failed to demonstrate that they had the required experience to construct the new cells.

A pre-bid meeting was held at the Ann Street facility on March 1, 2017 to review the project scope with the project engineer as well as give the qualified contractors an opportunity to review the site and ask questions. A bid opening was held on March 15, 2017. Only four of the six prequalified firms submitted bids for the project. The certified bid tabulation from CDM Smith along with a letter of recommendation to award the contract to the lowest responsible and responsive bidder was provided at the meeting. The lowest bid was submitted by Sargent Corporation based out of Stillwater, ME in the amount of \$7,725,703.79 which includes two add items that have been elected to be included in the overall project. One item is for improvements to the existing leachate collection system and the second item involves repairs to the existing concrete perimeter access road. Sargent Corporation has committed that 10% of the overall contract will be dedicated to subcontracts with minority businesses as defined by GS 143-128.2(g). Most of this (\$700,000) will be with Ready Haul Trucking, Inc, which is located in Fayetteville.

#### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their April 18, 2017 meeting

1. Accept the bids for the Subtitle D Landfill Expansion Project and award a contract to Sargent Corporation in the amount of \$7,725,703.79.

\*\*\*\*\*

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

## DRAFT

- MOTION: Commissioner Lancaster moved to recommend to the full board approval to accept the bids for the Subtitle D Landfill Expansion Project and award a contract to Sargent Corporation in the amount of \$7,725,703.79.
- SECOND: Commissioner Adams
- VOTE: (2-0) UNANIMOUS

### 3. CONSIDERATION OF APPROVAL FOR FIRST STEPS IN PUBLIC WATER'S ROLE IN STRATEGIC ECONOMIC DEVELOPMENT WITHIN CUMBERLAND COUNTY

#### BACKGROUND:

Within the last few years, there has been interest in revisiting the concept of providing water to unincorporated areas of Cumberland County. In August 2009, a preliminary engineering report for a rural feasibility study was completed by Marziano & McGougan, PA in conjunction with Koonce, Noble & Associates, Inc. This study looked at creating four water districts (Northeast, East Central, Southeast and Southwest) that would serve the unincorporated areas of the County.

On March 10, 2017, Cumberland County representatives met with Public Works Commission (PWC) representatives to discuss the extension of public water into the unincorporated areas of the County. At that meeting, it was determined by both parties that the primary focus should be in areas where development is occurring or is most likely to occur. It was suggested that a first step should be to revisit the 2009 feasibility study and have an engineering firm review and update the report to reflect any changes that have taken place since the study was completed. PWC representatives agreed this should be a joint effort between the County and PWC with the County taking the lead. It was also agreed that the cost of the updated study should be shared evenly between the County and PWC. To do this, an interlocal agreement would need to be executed between both governing boards. In addition, the County and PWC would need to prepare a detailed Request for Qualifications (RFQ) to select a highly qualified engineering firm that can review the existing study and develop a plan that would also define public water's role in strategic economic development within the County.

#### RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director along with County Management recommend that the Facilities Committee approve the recommendation that the County and PWC begin the process of drafting an interlocal agreement as well as a detailed RFQ to select a highly qualified engineering firm that can complete the necessary work in developing a plan which defines public water's role in strategic economic development within Cumberland County. The interlocal agreement and RFQ would then be brought back to the Facilities Committee for review and approval.

\*\*\*\*\*

## DRAFT

Mr. Brown reviewed the background information and recommendation as recorded above. Commissioner Adams stated he met with the County Manager, the PWC Chairman and CEO to have a conversation about the possibility of expanding water as feasible throughout the county and how to move forward.

MOTION: Commissioner Lancaster moved to recommend to the full board approval for the County to begin the process of drafting an interlocal agreement with PWC as well as a detailed RFQ to select a highly qualified engineering firm that can complete the necessary work in developing a plan which defines public water's role in strategic economic development within Cumberland County with the interlocal agreement and RFQ being brought back to the Facilities Committee for review and approval.

SECOND: Commissioner Adams

VOTE: (2-0) UNANIMOUS

#### 4. CONSIDERATION OF APPROVAL OF RENEWAL OF LEASED PROPERTY FOR FOSTER CARE FAMILY VISITATION

##### BACKGROUND:

Due to the increased number of children in foster care, we are unable to accommodate the court ordered visits within our building's limited visitation space. Therefore, the private property located at 727 McGilvary Street is being used as a Family Visitation Center. The site provides a family friendly atmosphere in which court ordered visitations can occur outside of our main building. This site is staffed with Department of Social Services employees.

##### RECOMMENDATION/PROPOSED ACTION:

The McGilvary Street site provides a family-like setting for foster children who have court ordered visits with their parents. We respectfully request your approval to enter into a lease agreement with Malzone Marketing Inc. in the amount of \$1500 a month. This lease has been reviewed by the County Legal Department.

MOTION: Commissioner Lancaster moved to recommend to the full board approval to enter into a lease agreement with Malzone Marketing Inc. in the amount of \$1500 a month to provide a family-like setting for foster children who have court ordered visits with their parents at the McGilvary Street site.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

#### 5. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 8:38 AM.





ITEM NO. 2.a.

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

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
MAY 4, 2017 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE MEMBERS**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER**  
**DATE: APRIL 24, 2017**  
**SUBJECT: CONSIDERATION OF APPROVAL OF CONTRACT FOR  
REPAVING HISTORIC COURTHOUSE PARKING LOT**

**Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR**

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

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

**BACKGROUND:**

The repairs/resurfacing of the parking lot at the Historic Courthouse is a project that was identified as part of the Parking Lot/Repair Capital Improvement Plan (CIP). On August 17, 2015, the Board of Commissioners adopted a reimbursement resolution allowing projects to get started in advance of the planned installment financing plan. The repaving of the parking lot at the Historic Courthouse along with some other critical projects were identified as projects to move forward with first.

A pre-bid meeting was held on March 30, 2017, in which all local contractors were invited to attend. Informal bids were received on April 11, 2017 for the repairs/resurfacing of the Historic Courthouse parking lot. The certified bid tab along with a letter of recommendation from Draper Aden Associates, the project engineer, have been attached. The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc. in the amount of \$148,122.20.

**RECOMMENDATION/PROPOSED ACTION:**

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their May 15<sup>th</sup> meeting

1. Accept the bids for the repairs/resurfacing of the parking lot at the Historic Courthouse and award a contract to Diamond Constructors, Inc in the amount of \$148,122.20
2. Establish a contingency in the amount of \$14,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Engineering & Public Utilities  
130 Gillespie Street, Suite 214  
Fayetteville, NC 28301  
(910) 678-7636

Facilities Management  
420 Mayview Street  
Fayetteville, NC 28301  
(910) 678-7699

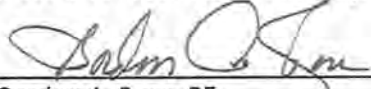
Landscaping & Grounds  
807 Grove Street  
Fayetteville, NC 28301  
(910) 678- 7560

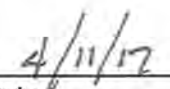
**Parking Lot Improvements: Old County Courthouse**

**Bids taken April 11, 2017**

Description	Quantity	Unit	Diamond Constructors		Highland Paving	
			Unit Cost	Amount	Unit Cost	Amount
Mobilization, Insurance, etc.	1	LS	\$4,345.05	\$4,345.05	\$6,500.00	\$6,500.00
Erosion Control Measures	1	LS	\$2,035.00	\$2,035.00	\$4,200.00	\$4,200.00
Demolition (sidewalk, curb, pavement, etc.)	1	LS	\$42,163.00	\$42,163.00	\$27,700.00	\$27,700.00
Fine Grade Subgrade	2,150	SY	\$1.42	\$3,053.00	\$2.75	\$5,912.50
Place & compact ABC, 6"	687	Ton	\$28.00	\$19,236.00	\$40.29	\$27,676.00
Fine Grade for Paving	2,035	SY	\$1.34	\$2,726.90	\$2.75	\$5,596.25
Intermediate Course, 1.5" I19.0B	175	Ton	\$128.58	\$22,501.50	\$146.00	\$25,550.00
Surface Course, 2" S9.5A	175	Ton	\$128.58	\$22,501.50	\$146.00	\$25,550.00
Painted pavement markings	1,615	LF	\$1.29	\$2,083.35	\$6.00	\$9,690.00
Sidewalk repair	8	SY	\$112.50	\$900.00	\$85.00	\$680.00
Curb & Gutter	550	LF	\$26.50	\$14,575.00	\$35.00	\$19,250.00
Catch Basin	1	EA	\$1,800.00	\$1,800.00	\$2,600.00	\$2,600.00
12-inch RCP	19	LF	\$63.16	\$1,200.04	\$75.00	\$1,425.00
Landscaping	1	LS	\$9,001.86	\$9,001.86	\$10,500.00	\$10,500.00
<b>Total</b>			<b>\$148,122.20</b>		<b>\$172,829.75</b>	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 PM on April 11, 2017 at the offices of the Cumberland County Engineering Department and that this is a true and correct tabulation of those bids received for this project.

  
Gordon A. Rose, PE

  
Date



**Draper Aden Associates**

*Engineering • Surveying • Environmental Services*

230 Donaldson Street, Suite 500A  
Fayetteville, North Carolina  
(910) 486-0700 • Fax (910) 897-6767  
www.daa.com

April 12, 2017

Jeffery Brown, PE  
Cumberland County Engineering & Infrastructure  
130 Gillespie Street  
Fayetteville, NC 28301

Re: Existing Parking Lot Repairs  
Old County Courthouse  
Fayetteville, NC

Dear Jeffery:

The County received two bids for the above referenced project which were publicly opened and read at 2:00 PM on Tuesday, April 11, 2017. The results of the bids are as follows:

- Diamond Constructors \$148,122.20
- Highland Paving \$172,829.75

We have examined each bid and have checked the totals of the unit price extensions to verify the above bid totals. As you are aware, there was an error in the Bid Schedule on the item for "Place & Compact ABC, 6 inches". The unit measurement was shown in Tons but the quantity was given in Square Yards. This error was caught by both contractors and each handled it differently. Diamond Constructors, based on direction given by you, used a unit price for Tons of \$28.00 per Ton whereas Highland Paving noted on their bid form their unit price was per Square Yards.

We revised the quantity for this item to 687 Tons which is the equivalent of 2,035 Square Yards. For the bid by Diamond Constructors we used the revised quantity with their unit price of \$28.00 per Ton to arrive at the total of \$148,122.20. For the bid by Highland Paving, we held their total price for that line item and revised the unit price to reflect a unit price per Ton to verify their total of \$172,829.75. The revised bid tabulation attached to this letter reflects the corrected totals.

Furthermore, Addendum #1 required each bidder to submit a list of similar projects completed within the past year. Highland Paving did not submit such a list and their bid should be considered incomplete. Based on all of the above, we recommend the County award a construction contract to Diamond Constructors in the amount of \$148,122.20.

Attached for your records is a copy of the bid tabulation. Please contact us if you have any questions or require additional information.

Sincerely,

**DRAPER ADEN ASSOCIATES**

Gordon A. Rose, P.E., LEED AP  
Senior Project Manager





ITEM NO. 26

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

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
MAY 4, 2017 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE MEMBERS**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER**  
**DATE: APRIL 25, 2017**  
**SUBJECT: CONSIDERATION OF APPROVAL OF CONTRACT FOR  
REPAIRS AND RESURFACING OF ASPHALT DRIVES AT  
SOLID WASTE CONVENIENCE SITES**  
**Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR**

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

**BACKGROUND:**

The repairs/resurfacing of multiple Solid Waste Convenience Sites is a project that was identified as part of the Solid Waste Parking Lot/Repair Capital Improvement Plan (CIP). Funding for this project is included in the FY 17 Solid Waste budget.

The County invited nine prospective bidders to bid on the project on April 10, 2017. Informal bids were received on April 25, 2017 at 1:00 PM at the Solid Waste Administration Office for the repairs/resurfacing of the Solid Waste Convenience Sites. Of nine prospective local bidders, the County received one bid from Diamond Constructors, Inc. in the amount of \$200,160. The bid tab is attached. Diamond Constructors, Inc. has been the lowest bidder for the last three paving projects that the County has bid. Therefore, Engineering & Infrastructure staff feel that the submitted bid is in-line with current industry pricing for the scope of work for this project.

**RECOMMENDATION/PROPOSED ACTION:**

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their May 15<sup>th</sup> meeting

1. Accept the bids for the repairs/resurfacing of the asphalt drives at Solid Waste Container Sites and award a contract to Diamond Constructors, Inc in the amount of \$200,160
2. Establish a contingency in the amount of \$20,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Engineering & Public Utilities  
130 Gillespie Street, Suite 214  
Fayetteville, NC 28301  
(910) 678-7636

Facilities Management  
420 Mayview Street  
Fayetteville, NC 28301  
(910) 678-7699

Landscaping & Grounds  
807 Grove Street  
Fayetteville, NC 28301  
(910) 678- 7560

**SOLID WASTE CONVENIENCE SITES PAVING PROJECT**  
**Bids taken April 25, 2017**  
**Diamond Constructors**

**Site Camden Site**

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,100.00	\$1,100.00
Sealing Exist. Pavement Cracks and Joints	185	LB	\$5.00	\$925.00
1.5" Surface Conc. Course, Type S9.5B	95	TN	\$185.00	\$17,575.00
<b>SUBTOTAL</b>				<b>\$19,600.00</b>

**Site Clifdale Site**

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,100.00	\$1,100.00
Grading	1	LS	\$2,500.00	\$2,500.00
Borrow Material	60	CY	\$30.00	\$1,800.00
Sealing Exist. Pavement Cracks and Joints	175	LB	\$5.00	\$875.00
Asphalt Plant Mix Pavement Repair	20	TN	\$300.00	\$6,000.00
1.5" Surface Conc. Course, Type S9.5B	100	TN	\$185.00	\$18,500.00
2.5" Intermediate Conc. Course, Type I19.0B	15	TN	\$185.00	\$2,775.00
Aggregate Base Course	20	TN	\$50.00	\$1,000.00
Concrete Pad 15x15x5", 400 PSI	5	CY	\$700.00	\$3,500.00
<b>SUBTOTAL</b>				<b>\$38,050.00</b>

**Site Odom Site**

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,100.00	\$1,100.00
Grading	1	LS	\$1,900.00	\$1,900.00
1.5" Surface Conc. Course, Type S9.5B	60	TN	\$185.00	\$11,100.00
2.5" Intermediate Conc. Course, Type I19.0B	100	TN	\$185.00	\$18,500.00
Aggregate Base Course	30	TN	\$50.00	\$1,500.00
<b>SUBTOTAL</b>				<b>\$34,100.00</b>

**Site Parker Site**

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,200.00	\$1,200.00
Grading	1	LS	\$1,475.00	\$1,475.00
Sealing Exist. Pavement Cracks and Joints	100	LB	\$7.50	\$750.00
Asphalt Plant Mix Pavement Repair	10	TN	\$350.00	\$3,500.00
1.5" Surface Conc. Course, Type S9.5B	75	TN	\$185.00	\$13,875.00
2.5" Intermediate Conc. Course, Type I19.0B	15	TN	\$185.00	\$2,775.00
Aggregate Base Course	10	TN	\$50.00	\$500.00
Reinforced Concrete Wall and Foundation	5	CY	\$1,000.00	\$5,000.00
<b>SUBTOTAL</b>				<b>\$29,075.00</b>

**SOLID WASTE CONVENIENCE SITES PAVING PROJECT**

Bids taken April 25, 2017

Diamond Constructors

**Site Warren Site**

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,500.00	\$1,500.00
Grading	1	LS	\$4,600.00	\$4,600.00
Sealing Exist. Pavement Cracks and Joints	50	LB	\$15.00	\$750.00
1.5" Surface Conc. Course, Type S9.5B	90	TN	\$185.00	\$16,650.00
2.5" Intermediate Conc. Course, Type I19.0B	110	TN	\$185.00	\$20,350.00
Aggregate Base Course	50	TN	\$50.00	\$2,500.00
	<b>SUBTOTAL</b>			<b>\$46,350.00</b>

**Site Williams Site**

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,500.00	\$1,500.00
Grading	1	LS	\$3,500.00	\$3,500.00
1.5" Surface Conc. Course, Type S9.5B	55	TN	\$185.00	\$10,175.00
2.5" Intermediate Conc. Course, Type I19.0B	76	TN	\$185.00	\$14,060.00
Aggregate Base Course	75	TN	\$50.00	\$3,750.00
	<b>SUBTOTAL</b>			<b>\$32,985.00</b>

<b>TOTAL</b>	<b>\$200,160.00</b>
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AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager

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

ITEM NO. 3A

**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE MAY 4, 2017  
MEETING OF THE FACILITIES COMMITTEE**

**TO:** FACILITIES COMMITTEE MEMBERS

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

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

**DATE:** APRIL 26, 2017

**SUBJECT:** CONSIDERATION OF APPROVAL OF A LEASE RENEWAL WITH  
THE NC DEPARTMENT OF PUBLIC SAFETY – ADULT  
PROBATION

**Presenter(s):** Amy Cannon, County Manager

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

**BACKGROUND**

The NC Department of Public Safety – Adult Probation Division wishes to renew an existing lease agreement with Cumberland County for office space at the Cumberland County Community Corrections Center located at 412 Russel Street in Fayetteville. This agreement will expire June 30, 2017. The lease includes 1,034 square feet of office space (please refer to attached floorplan). The lease terms would be as follows: a three (3) year term and annual rent in the amount of \$15,510.00 or \$15.00 per square foot payable in monthly installments of \$1,292.50. A copy of the proposed agreement is provided with this memorandum.

**RECOMMENDATION/PROPOSED ACTION:**

Staff recommends approval of the intent to lease. Advertising is not required in this situation since the lease involves a unit of government. It is proposed that staff would subsequently bring the lease agreement to the Board of Commissioners at their May 15, 2017 meeting if the Facilities Committee approves this item.



# North Carolina Department of Public Safety

## Purchasing and Logistics

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary  
Douglas Holbrook, Chief Financial Officer  
Joanne B. Rowland, Director

April 26, 2017

Amy Cannon  
Cumberland County Manager  
117 Dick Street, Rm 512  
Fayetteville, NC 28301

**RE:** Lease Agreement - Cumberland County for +/- 1,034 Square Feet of Office Space  
Located at 412 Russell Street, Fayetteville, North Carolina

Dear Ms. Cannon:

Hope you are doing well. It is time once again to do another lease action for the Judicial District Manager's office space as the current lease will terminate on 6/30/2017. Please print off two copies of the lease agreement and other documents attached. Upon your review and approval, please **sign**, have your signature notarized, and return the lease agreements and attachments to me as soon as possible at the address below.

Once the signed lease agreements are received from you, the Director of Purchasing and Logistics will execute the lease on the State's behalf and the effective date will be inserted on the first page. A fully executed original will then be forwarded to you for your records.

Should you have any questions or concerns, please feel free to contact me at (919) 324-6467. Thank you for your assistance in this matter.

Sincerely,

Ron Moore  
Real Property Manager

**MAILING ADDRESS:**  
4227 Mail Service Center  
Raleigh, NC 27699-4200  
[www.ncdps.gov](http://www.ncdps.gov)



*An Equal Opportunity Employer*

**OFFICE LOCATION:**  
3030 Hammond Business Place  
Raleigh, NC 27603-3666  
Telephone (919) 743-8141  
Fax (919) 733-3731



THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: CUMBERLAND COUNTY	2. LESSOR'S AGENT:
INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: <input type="checkbox"/> A. PROPRIETORSHIP <input type="checkbox"/> B. PARTNERSHIP <input type="checkbox"/> C. CORPORATION <input checked="" type="checkbox"/> D. GOVERNMENTAL <input type="checkbox"/> E. NON-PROFIT <input type="checkbox"/> F. ***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES <input type="checkbox"/> G. OTHER:	
MAILING ADDRESS: P. O Box 1829	MAILING ADDRESS
CITY: Fayetteville ZIP: 28302-1829	CITY: ZIP:
PHONE# 910-678-7633 FAX#: 910-678-7635	PHONE#: FAX#:
E-MAIL:	E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)

412 Russell Street

STREET ADDRESS

CITY

COUNTY

ZIP CODE

412 Russell Street

Fayetteville

Cumberland

28301

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER
---	-----------	--------------	----------

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	1,034	\$15,510.00	15.00	YES	YES	4
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	XXXX

Lessor will provide (4) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide ( ) clientele parking spaces and ( ) employee parking spaces

Comments:

7. LEASE TERM: 3 YEARS BEGINNING DATE: 7/1/2017

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: No

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? ☒ YES ☐ NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Is the proposed building free of hazardous lead paint?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

DEPARTMENT: Public Safety

DIVISION:

CITY:

SQUARE FEET:

AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

<b>LESSOR: CUMBERLAND COUNTY</b>	
<b>9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)</b>	
<b>10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIALLY	
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
<b>11. This proposal is made in compliance with the specifications furnished by the Department of <u>Public Safety</u>. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 8/1/2017. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.</b>  <b>I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):</b>  <b>*** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</b>	
Printed Name of Lessor _____  Signature of Lessor _____ Date _____	
<b>MAILING / DELIVERY INSTRUCTIONS</b>	
To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650 <u>Delivery Address If Delivered In Person:</u> Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina <u>Mailing Address If Sent Through Mail Service:</u> State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321	
<b>ENVELOPE SHOULD BE MARKED:</b>	
(a) Lease proposal Enclosed (b) Cutoff Date for Receiving Proposals (c) Name of State Agency involved.	
<b>NOTE:</b> Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage: 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors *d. Stairwells *e. Elevators and escalator shafts *f. Building equipment and service areas *g. Stacks, shafts, and <u>interior columns</u> *h. Other space not usable for State purposes  *Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET:      AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM      DATE:	
FORM (PO-28) <span style="float: right;">(2005)</span>	

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between, **COUNTY OF CUMBERLAND** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Fayetteville, County of Cumberland**, North Carolina, more particularly described as follows:

Being +/- 1,034 net square feet of office space located at 412 Russell Street, Fayetteville, Cumberland County, North Carolina. See Attached Exhibit "A" Floor Plan

**DEPARTMENT OF PUBLIC SAFETY – PROBATION AND PAROLE**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS  
FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, with no renewal periods commencing on the **1<sup>st</sup> day of July, 2017**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30<sup>th</sup> day of June, 2020**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$15,510.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$1,292.50** Dollars, said rental to be payable within fifteen (15) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- D. Adequate Parking.
- E. All utilities except telephone.
- F. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- G. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The



Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.



14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P. O. Box 1829, Fayetteville, North Carolina 28301**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**[Remainder of page intentionally left blank; signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto,  
in duplicate originals, as of the date first above written.

LESSEE:  
**STATE OF NORTH CAROLINA**

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland,  
Director of Purchasing & Logistics

LESSOR:  
**County of Cumberland**

By: \_\_\_\_\_ (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in the County and for the State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

#### SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Internal and external signage to be customary (directory) to the building that will provide easy identification of the office by the general public. All other signage is to be provided by the Lessor as agreed upon by the County.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
10. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
11. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
12. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

\_\_\_\_\_  
Signature of the Lessor

\_\_\_\_\_  
Date

**CERTIFICATION OF ELIGIBILITY**  
**Under the Iran Divestment Act**

G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86-58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86-55 *et seq.*\* requires that each proposer, prior to contracting with the State certify, and the undersigned on behalf of the Proposer does hereby certify, to the following:

1. that the proposer is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in activities in Iran;
2. that the proposer shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Proposer to make this Certification.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\*Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.



AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager

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

ITEM NO. 38

**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE MAY 4, 2017  
MEETING OF THE FACILITIES COMMITTEE**

**TO:** FACILITIES COMMITTEE MEMBERS

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

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

**DATE:** APRIL 26, 2017

**SUBJECT:** CONSIDERATION OF APPROVAL OF A LEASE RENEWAL WITH  
COASTAL HORIZONS CENTER, INC.

**Presenter(s):** Amy Cannon, County Manager

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

**BACKGROUND**

Coastal Horizons Center, Inc., a provider who offers the Treatment Accountability for Safer Communities program (TASC), wishes to renew an existing lease agreement with Cumberland County for office space at the Cumberland County Community Corrections Center located at 412 Russel Street in Fayetteville. This agreement will expire June 30, 2017. The lease includes 1,773 square feet of office space (please refer to attached floorplan). The lease terms would be as follows: a three (3) year term and annual rent in the amount of \$26,595 or \$15.00 per square foot payable in monthly installments of \$2,216.25. A copy of the current agreement is provided as a point of reference with this memorandum.

**RECOMMENDATION/PROPOSED ACTION:**

Staff recommends approval of the intent to lease and required thirty (30) day advertising. It is proposed that staff would subsequently bring a resolution to the Board of Commissioners at their May 15, 2017 meeting with a second and final resolution, and the actual lease agreement, being brought to the Board of Commissioners at their June 19, 2017 meeting.



Notice of Intent published in the *Fayetteville Observer* on May 28, 2014

Approved by the Board of Commissioners on June 16, 2014

This Lease Agreement, made and entered as of the 16<sup>th</sup> day of June, 2014, by and between **Coastal Horizons Center, Inc.**, a North Carolina corporation with a place of business at 412 Russell 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 1,773 square feet of office space in the County building located at 412 Russell 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, 2014, and unless sooner terminated, continue for three years to June 30, 2017.
2. **RENT**: The rent shall be at an annual rate of \$15.00 per square foot for a total of TWENTY SIX THOUSAND, FIVE HUNDRED NINETY FIVE DOLLARS (\$26,595) payable in equal monthly installments of TWO THOUSAND, TWO HUNDRED SIXTEEN and 25/100 DOLLARS (\$2,216.25) on or before the 1st day of each month beginning July 1, 2014.
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 Cumberland County Day Reporting Center 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 in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR'S negligence or lack of due care and diligence. 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:**

Coastal Horizons Center, Inc.  
Attn: President/CEO  
615 Shipyard Blvd.  
Wilmington,, NC 28412

**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: COASTAL HORIZONS CENTER INC.

ATTEST:

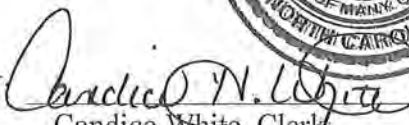
BY:   
Secretary

BY:   
Margaret Weller-Stargell, President/CEO



LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY:   
Candice White, Clerk

BY:   
Jeanette Council, Chair  
Board of Commissioners

STATE OF NORTH CAROLINA

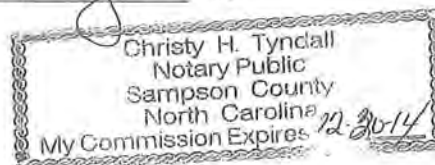
COUNTY OF CUMBERLAND

I, Christy H. Tyndall, 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 Jeanette Council 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 16<sup>th</sup> day of June, 2014.

My Commission Expires: 12-20-14

Christy H. Tyndall  
Notary Public



NORTH CAROLINA

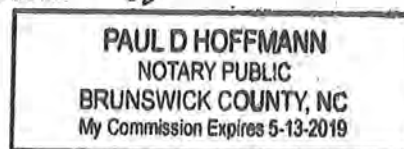
New Hanover COUNTY

I, Paul Hoffmann, a Notary Public of the County and State aforesaid, certify that Farah Boyce personally appeared before me this day and acknowledged that he/she is Secretary of Coastal Horizons Center, Inc., a 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 President/CEO, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the 25<sup>th</sup> day of June, 2014.

Paul D. Hoffmann  
Notary Public

My Commission Expires: May 13, 2019



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

Approved for Legal Sufficiency

it executed by lessee

Melissa Cardinali, Finance Officer

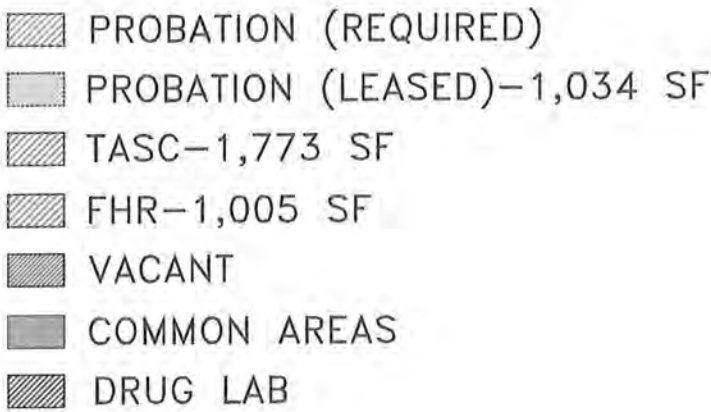
A. Murphy  
County Attorney's Office

( ) Renewable

(☒) Non-renewable

Expiration Date: June 30, 2014 Ren

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## Criminal Justice Services

### TASC - Treatment Accountability for Safer Communities

TASC offers a critical link between the criminal justice system and treatment services. The primary functions of TASC are: to provide screening and assessment for those referred, provide referral and linkage to treatment services needed, ensure access to available services, as well as monitor and report treatment progress to the referring agent.

Coastal Horizons Center provides TASC services 52 counties of eastern North Carolina.

#### NC TASC Locations and Contact Information

##### TASC Regional Coordinating Entity

TASC services are available in every county in North Carolina and are organized into four regions that reflect the state's judicial districts and divisions. This structure facilitates communication across court, correctional and treatment systems. Each region is organized and managed via a TASC Regional Coordinating Entity (RCE), a key element of the standardized and integrated statewide network. Coastal Horizons Center, Inc., operates the TASC RCE for Regions 1 and 2. The TASC RCE's serve as the management infrastructure for the effective delivery of substance abuse and other treatment interventions to the offender population in eastern North Carolina. The RCE's are the administrative and accountability link between the TASC network and the NC Division Of Mental Health Developmental Disabilities and Substance Abuse Services. The RCE's are responsible for ensuring that standardized TASC services, hosted by a network of public and private agencies, are available uniformly throughout the regions.

Karen Chapple  
Executive Vice President  
609 Shipyard Blvd., Suite 104  
Wilmington, NC 28412  
910-202-5125

Jennifer Saphara  
RCE Region 1 Director  
2805 A Trent Road  
New Bern, NC 28562  
252-638-3909

Jamie Godwin, BS, CSAC, LRT/CTRS  
RCE Region 2 Director  
Coastal Horizons Center, Inc.  
1800 Garner Station Blvd, Suite 1812  
Raleigh, NC 27603  
252.675.3593  
Tom Velvil  
TASC Clinical Director  
1800 Garner Station Blvd, Suite 1812  
Raleigh, NC 27603  
919-615-1147

### Recidivism Reduction Services (RRS)

RRS Services are comprised of cognitive behavioral interventions (CBI) and a community based continuum of substance abuse services to include outpatient, intensive outpatient, and aftercare/recovery management services. The eligible populations for these services are adult offenders under supervision deemed to be high risk and high need. Coastal Horizons Center, Inc. provides TECS services in 13 counties of eastern North Carolina.

Trisha Murrill  
TECS Coordinator – New Hanover & Pender County  
609 Shipyard Blvd – Suite 102  
Wilmington, NC 28412  
910-202-5125

### Reentry Systems of Effective Treatment (RESET)

RESET works to increase pre-release screening and assessment of offenders with co-occurring disorders, improve the provision of treatment after incarceration, reduce the use of drugs and alcohol during and after the transition from incarceration to the community, and reduce recidivism among clients. The primary goal is to improve outcomes for adults with co-occurring substance abuse and mental health disorders through screening, assessment, and treatment.

Dale Willetts  
RESET Program Coordinator  
613 Shipyard Blvd., Suite 101  
Wilmington, NC 28412  
910-202-5500

### Drug Testing Services

TASC provides pre-employment drug screening for employers. For more information, please contact TASC at 910-762-5333.



# TASC in North Carolina

North Carolina Department of Health and Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services

THE NORTH CAROLINA TASC NETWORK SERVES AS A CRITICAL LINK BETWEEN JUSTICE AND TREATMENT SYSTEMS FOR OFFENDERS. THE TASC CARE MANAGEMENT MODEL REDUCES THE BURDEN AND IMPROVES THE OUTCOMES OF THE JUSTICE AND TREATMENT SYSTEMS BY OBJECTIVELY BALANCING PUBLIC SAFETY WITH THE NEED TO RESTORE INDIVIDUALS' HEALTH AND SELF-SUFFICIENCY VIA ACCESS TO AN ARRAY OF SERVICES. TASC OPERATES WITHIN THESE SYSTEMS BY MEMORANDUM OF AGREEMENT WITH THE DIVISION OF MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE SERVICES, DIVISION OF ADULT CORRECTION, AND ADMINISTRATIVE OFFICE OF THE COURTS.



## A National Perspective

In 1962, the U.S. Supreme Court concluded that addiction is an illness, not a crime, and that states may compel people to submit to treatment, and also impose criminal sanctions for non-compliance. In the early 1970s, federal agencies began developing the concept of linking treatment and the judicial process for the specific purpose of interrupting the relationship between addictive behavior and criminal activity. The result was an initiative named Treatment Alternatives to Street Crime.

In 1972, the first TASC program opened in Wilmington, Delaware, and today there are TASC programs across the United States dedicated to the professional delivery of services to substance involved criminal justice populations. North Carolina is the only state in the country which has unified its TASC network under the central administration of the Division of Mental Health, Developmental Disabilities and Substance Abuse Services, ensuring consistent, high-quality services.

## TASC in North Carolina

TASC operates as a component of a community mental health/substance abuse service provider maintaining close relationships with the criminal justice

system, which refers eligible clients to TASC. Eligible clients are those with a potential substance use and/or mental health issue and are involved in the adult criminal justice system. Referrals come from the courts and community corrections.

The North Carolina TASC Network integrates the needs of the criminal justice system, and the recovery needs of the offender with available resources by prioritizing and managing services based on standard criteria and focusing on client outcomes.

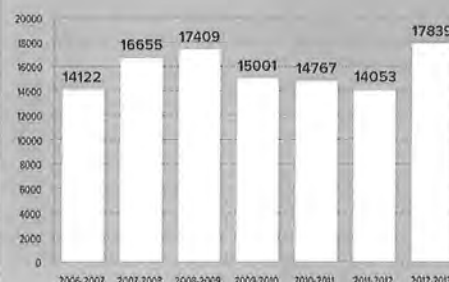
TASC activities include:

- Assessing for treatment and recovery support needs;
- Matching clients with appropriate levels of care;
- Developing and adjusting care plans;
- Referring clients to and ensuring placement in community-based treatment and support services;
- Integrating service needs and supervision requirements;
- Monitoring client progress and reporting to the criminal justice system.

## THE TASC CARE MANAGEMENT MODEL



## NC TASC ADMISSIONS





## TASC Service Delivery System

TASC services are available in every county in North Carolina and are organized into four regions that reflect the State's judicial districts and divisions. This structure facilitates communication across court, correctional and treatment systems. Each region is organized and managed via a TASC Regional Coordinating Entity (RCE), a key element of the standardized and integrated statewide network. The TASC RCEs serve as the management infrastructure for the effective delivery of treatment and recovery supports to the offender populations in each region. They are responsible for ensuring that TASC services are available throughout their respective regions, and serve as the administrative and accountability link between the TASC Network and the Division. To ensure that TASC staff and programs across the state are equipped to effectively deliver services to eligible populations, the TASC Training Institute was

established to provide professional, state-of-the-art training on a wide range of issues related to offender management.

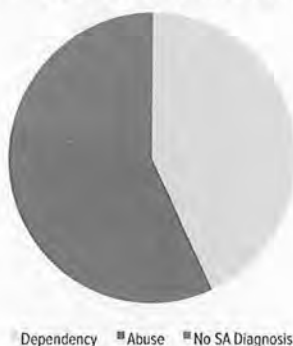
## A National Model

The North Carolina model for delivering TASC services to offenders is the first of its kind in the country, and replicable nationwide. Even as many states consider systemic approaches to the treatment needs of offenders, North Carolina has implemented a statewide infrastructure to meet those needs. Centralized oversight allows the state to efficiently leverage resources to ensure that offenders will return to their communities safely. The statewide nature of the TASC Network ensures that offenders across the state will have access to the same quality and types of services.

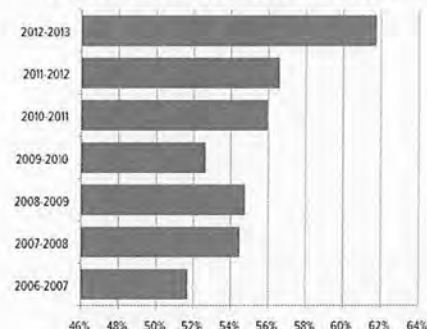
## NC TASC FISCAL YEAR 2012-2013

Referrals.....	20,272
Admissions.....	17,839
Male.....	77%
Non-White.....	52%
Average Age.....	31
Never Married.....	68%
No High School Diploma.....	36%
Drug Offense.....	46%
Average cost per client per day.....	\$1.48

## PRIMARY DIAGNOSIS



## TASC COMPLETION RATES



### Region 1

Wes Stewart  
Coastal Horizons Center, Inc  
2805 A Trent Road  
New Bern, NC 28562  
(252) 638-3909

### Region 2

Andy Miller  
Coastal Horizons Center, Inc  
412 West Russell Street  
Fayetteville, NC 28302  
(910) 321-6796

### Region 3

Michael Gray  
Partnership for a Drug Free NC  
516 N. Trade Street  
Winston-Salem, NC 27101  
(336) 714-7099

### Region 4

Carlene Wood  
Partnership for a Drug Free NC  
370 N. Louisiana Avenue, Suite E-3  
Asheville, NC 28806  
(828) 210-0540



### For more information contact:

TASC Administrator  
DHHS Division of Mental Health, Developmental  
Disabilities and Substance Abuse Services  
325 North Salisbury St., Raleigh, NC 27603  
919-715-2771

[www.ncdhhs.gov/mhddsas](http://www.ncdhhs.gov/mhddsas)

AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager



ITEM NO. 4

**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE MAY 4, 2017  
MEETING OF THE FACILITIES COMMITTEE**

**TO:** FACILITIES COMMITTEE MEMBERS

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

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

**DATE:** APRIL 26, 2017

**SUBJECT:** CONSIDERATION OF REQUEST TO NAME THE CUMBERLAND  
COUNTY COURTHOUSE IN HONOR OF JUDGE E. MAURICE  
BRASWELL

**Presenter(s):** Amy Cannon, County Manager

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

**BACKGROUND**

Superior Court Judge James Ammons, Jr. has presented a request and petition to name the Cumberland County Courthouse in honor of Judge E. Maurice Braswell (please see attachment and Exhibit A). Based upon research conducted by the Clerk to the Board, it does not appear that the Board of Commissioners has a formal policy for the naming of County facilities, and the last such request to be considered was for the old Public Health Building which was named after E. Newton Smith. The current practice appears to be to petition the Facilities Committee who then makes its consideration and then a recommendation to the full Board if approved at the Committee level.

**RECOMMENDATION/PROPOSED ACTION:**

Staff presents this information for the Facilities Committee's review and consideration.

State of North Carolina  
Before the Board of  
Commissioners of the County of Cumberland

Petition and Request  
to Name the Cumberland County Courthouse Building  
in Honor of Judge Edwin Maurice Braswell

To The Honorable Commissioners of Cumberland County:

THE UNDERSIGNED, citizens of Cumberland County, North Carolina, hereby respectfully Petition and Request that the Board of Commissioners of Cumberland County designate and name the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina in honor and memory of Judge E. Maurice Braswell.

In support of this Petition and Request, the undersigned respectfully show unto the Board of Commissioners as follows:

1. E. Maurice Braswell was an exemplary public servant to the people of Cumberland County for more than fifty years.
2. E. Maurice Braswell served as Assistant Solicitor, Solicitor, Superior Court Judge, Judge of the Court of Appeals and Special Emergency Superior Court Judge.
3. E. Maurice Braswell was a decorated war hero who served in World War II and who was awarded numerous medals including the Purple Heart and the Air Medal with three (3) Oak Leaf Clusters.
4. E. Maurice Braswell parachuted from a burning airplane and was taken as a prisoner of war.
5. E. Maurice Braswell received the French Legion of Honor for his service during World War II.
6. E. Maurice Braswell was awarded the Liberty Bell Award by the North Carolina Bar Association in 2007.
7. E. Maurice Braswell was inducted into the "1958 Lumbee Warriors" in 2008 by the Lumbee Tribe of North Carolina and the Indian Honor Association.
8. E. Maurice Braswell saw the need in 1968 to replace the Cumberland County Courthouse which had been constructed beginning in 1924 and that had been opened in 1926.

9. E. Maurice Braswell worked tirelessly for years educating the Bench, Bar, Public, and County Commissioners of the necessity of building a new courthouse.

10. In July 1975, in response to Judge E. Maurice Braswell's efforts to obtain a new, modern courthouse for the citizens of Cumberland County, the Cumberland County Board of Commissioners agreed to put forth a bond issue to the voters.

11. In November 1975, the voters approved the issuance of bonds to finance the building.

12. The "New" Cumberland County Courthouse was constructed, and the building opened for occupation and use in 1978.

13. E. Maurice Braswell was an active leader in the effort to cause the existing Cumberland County Courthouse to be built and said Courthouse would not have been built without his efforts. It was designed with room to expand to meet the future needs of our community and has continued to meet those needs for 39 years.

14. E. Maurice Braswell distinguished himself in his service to this County, this State, and this Nation, as well, to his profession as shown in the biography of Judge Braswell which is attached hereto as Exhibit A and adopted and incorporated herein by reference.

15. The service of E. Maurice Braswell sets an example for those who utilize the courthouse and sets an example as to how they might be leaders.

16. This honor is warranted and should be bestowed in memory of E. Maurice Braswell.

WHEREFORE, the undersigned pray the Board of Commissioners as follows:

1. That the Board of Commissioners pass a resolution honoring Judge E. Maurice Braswell for his service to Cumberland County, North Carolina, the legal profession, the Judicial System, the United States of America and the World.

2. That the Cumberland County Courthouse be named The Judge E. Maurice Braswell Cumberland County Courthouse.

3. That such other and further action be taken as the Board of Commissioners shall deem to be appropriate.

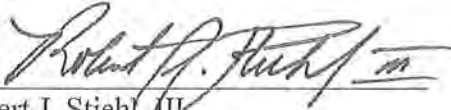
Respectfully submitted, this the 15<sup>th</sup> day of May, 2017.



James Floyd Ammons, Jr.  
Senior Resident Superior Court Judge



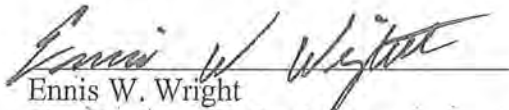
Kimbrell Kelly Tucker  
Clerk of Superior Court



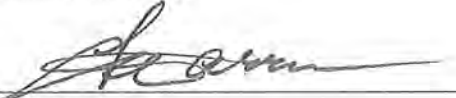
Robert J. Stiehl, III  
Chief District Court Judge



William R. West, Jr.  
District Attorney



Ennis W. Wright  
Sheriff of Cumberland County



Lee Warren  
Register of Deeds



Bernard P. Condlin  
Public Defender



Mark Hearp  
Cumberland County Bar President



Patricia Timmons-Goodson, Retired  
NC Supreme Court Justice



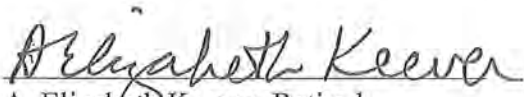
Earl R. Butler, Retired  
Sheriff of Cumberland County



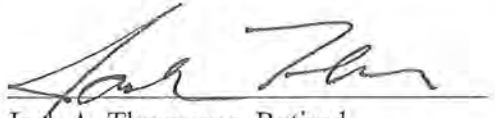
Coy E. Brewer, Jr., Retired  
Senior Resident Superior Court Judge



E. Lynn Johnson, Retired  
Senior Resident Superior Court Judge



A. Elizabeth Keever, Retired  
Chief District Court Judge



Jack A. Thompson, Retired  
Resident Superior Court Judge



# EXHIBIT A

E. Maurice Braswell  
December 22, 1922 to January 30, 2017

Edwin Maurice Braswell was a humble man who worked to improve the lives of others. From his early years during the Great Depression catching rabbits to provide meat for his family to his 94<sup>th</sup> birthday spent educating Special Forces soldiers on how to deal with being a prisoner of war, Judge Braswell was always thinking of others. He accomplished much but he simply believed that he was just doing what needed to be done to help his family, his church, his country, his profession and to help anyone else who needed assistance.

Judge Braswell was a humble man and he came from humble beginnings. He was born on December 16, 1922 in Rocky Mount, North Carolina. His father was a carpenter and his mother cared for the family on very limited income. Neither of his parents ever progressed beyond the sixth grade in school but they were both hard workers.

During the Great Depression, the Judge's father could not find work as a carpenter, or any other work, so the family moved to a relative's farm. The family worked on the farm and tended a garden. The Judge learned what it was like to chop cotton and prime tobacco. He checked his rabbit traps every morning before he went to a two-room school in Dortches, North Carolina. He would end each day by the fire in a house that had no electricity and no running water and no indoor plumbing.

As the Great Depression subsided, the Judge's father was able to find work in Rocky Mount and the family moved back to town. The Judge continued with his education in the public schools and graduated from Rocky Mount High School. He had made good grades and excelled in high school and he had a dream of further education but the practicalities of his financial circumstances left further education as merely a dream. Thus, he began a career as a radio announcer.

The Judge worked first at a radio station in Rocky Mount even before he graduated from high school and then in Roanoke Rapids and finally in Wilson. He was very proud that he was able to teach himself about electronics and progress to the point that he was able to pass several radio engineer's tests and acquire licenses permitting him to operate the radio station. He seemed to be headed for a career in radio broadcasting.

World War II changed the lives of millions of people including the Judge. Each day, he would broadcast the latest news about the war fresh off of the press teletypes. The radio station was constantly airing public service announcements pleading for citizens to volunteer for the armed services. Everyone was needed to support the war effort. The Judge was there to help.

The Judge knew that airplanes were filling the skies over Europe and each one



of those planes had a radio. He knew that his knowledge and training would allow him to be a great radio control tower operator. At the age of 19 he enlisted in the Army Air Corps to become a radio control tower operator. From that day until the day he died, he never stepped foot in a radio control tower.

After completing half of his radio engineers class, he was told that he had great eyesight and was needed as an aerial gunner to replace those who had been killed in combat. This young individual who before enlisting had only traveled as far from home as Virginia Beach was now shuffled around the country to various training facilities. He was introduced to new friends, new ideas and a new way of life.

By the end of his training, he was chief armorer of a B-17 flying in the tail gunner's position. He marveled at all of the sights as his plane took the long route through safer skies to Brazil over the Amazon River and across the Atlantic to Africa and over the Sahara Dessert. From there he flew to his destination in Italy.

From a small airbase near Foggia, Italy the Judge participated in bombing missions over most of Europe. His plane was frequently attacked by enemy fighters and he almost always encountered flak from ground-based anti-aircraft guns. His plane was frequently hit and the bombardier from his crew was killed on one of his first missions. As he sat in the tail gunner's position, he saw planes in his formation explode in mid air with no survivors. He saw airmen jump from burning planes only to see their parachutes catch on fire. He had marveled at the beautiful sights on the flight to Italy and now the dreadful sights were almost more than he could bear.

There were fires aboard his B-17 on many occasions. One of his planes crashed and burned. He was awarded the Purple Heart for his injuries when his plane crashed. He was listed as MIA on three occasions and on the last of those occasions the designation was later changed to Prisoner of War.

On July 9, 1944, the Judge's plane was sent on a mission to bomb the Ploesti Oil Fields in Romania. The benefit from the destruction of a good portion of the enemy's oil supply was deemed to be worth the risk of attacking a very heavily fortified target. Nonetheless, flying to Ploesti was like flying through a curtain of flak.

The Judge's plane was hit and flames erupted while the plane was still loaded with 500 pound bombs. He watched as parachutes from his crew members appeared behind the airplane. He then crawled towards the fire until an officer on his crew told him to abandon ship. He jumped from the burning plane.

The Judge fell through the sky for a considerable time as he was concerned that he would open his parachute too early and it would catch on fire when the plane exploded. He had seen that very thing happen. When his chute finally opened he descended into enemy territory in Yugoslavia. His chute caught on a tall pine tree, he swung out, and he fell to the ground across an old log.

As he laid in pain from an injury to his back, he was discovered by a local woodcutter who turned him over to the Romanians. At that point, he was a prisoner of war. On the way to the POW camp, he was beaten by a German officer but he could not resist as soldiers with fixed bayonets were all around him. He never received any medical attention for his back injury.

As a prisoner of war, the Judge mainly lived on watered down barley soup and bread along with whatever else they were occasionally given. Eventually the Romanians capitulated to the Allies and the gates of the POW camp were opened; however, the Germans were just down the road preparing to retreat and the Russians were advancing. The forces in Italy learned of the release of the POWs and flew B-17s to Polesti to ferry the POWs back to Italy. Men were loaded in the bomb bays on planks as B-17s were not designed to carry loads of passengers. He was so grateful when he returned to Italy that he took off his shoes and danced while a photographer from Newsweek Magazine took his picture. The photographer captioned the picture "Liberty Hoedown" and published it on October 2, 1944.

The Judge eventually made it back to the United States. It was not long before he was able to again be with his sweetheart, Ruth Cox, and they were married on January 19, 1945. The two of them traveled together to several different bases around the country with Ruth working as a Registered Nurse while the Judge worked for the Army Air Corps as a gunnery instructor. As the war ended, the Judge was discharged in September of 1945. By the time of his discharge, he had received the following awards from the Army Air Corps:

Air Medal, 7 May 1944 with 3 Oak Leaf Clusters:

1st Oak Leaf Cluster, 26 May 1944

2nd Oak Leaf Cluster, 13 July 1944.

3rd Oak Leaf Cluster, for shooting down a German fighter FW-190 on 30 April 1944; Mission 22; awarded 8 September 1944.

Good Conduct Medal, Rapid City, South Dakota, 29 December 1943.

Purple Heart, 5 May 1944.

Presidential Unit Citation, 22 October 1944, for excellence in performance of duty by his squadron and group during the raid on Weiner Nuestadt, Austria, 23 April 1944. The Judge treasured this award most of all. His bombardier was killed by flak during this mission.

European Theater of Operations Ribbon, with six Bronze Service Stars, whose campaign names and dates are as follows:

Air Offensive Europe Campaign, 3 July 1944. (The official dates for achieving this award include combat service anywhere between 4 July 1942 and May 1945.)

Southern France Campaign, 18 October 1944. (For raids in May and June 1944 with official dates between 4 July 1942 and May 1945.)

Air Combat Balkans Campaign, 19 April 1945. (The official service dates are between 1 November 1943 and 31 December 1944.)

Northern France Campaign, 21 April 1945. (The official dates are 25 July

1944 and 14 September 1944.)  
Normandy Campaign, 26 May 1945. (The official dates are between 6  
June 1944 and 24 July 1944.)  
Rome-Arno Campaign, 1944. (The official service dates are  
between 22 January 1944 and September 1944.)

Discharge from the Army brought new opportunities for the Judge. The former but not forgotten dream of higher education became a reality thanks to the GI Bill. In January of 1946 the Judge enrolled for studies at the University of North Carolina at Chapel Hill. He originally studied to become a city manager; however, one of his professors asked him to be a volunteer to help with the standardization of a new test. The test was a law school aptitude test. The Judge did well and decided to apply to law school and was accepted.

The Judge completed all of his studies at UNC in four and a half years. He never received an undergraduate degree but he did receive his LLB degree from the law school on June 4, 1950. He then took and passed the North Carolina bar exam.

Although the Judge was from Rocky Mount, he looked to Fayetteville as his best opportunity for a successful law practice. On September 25, 1950 he announced the opening of his office for the general practice of law at 201 Professional Building, 155 Gillespie Street, Fayetteville, North Carolina. His announcement lists his telephone number as "Dial 2010". He soon moved to the Smith-Sanrock Building on Hay Street across from what was then the US Post Office. In 1955, he moved to the Olive Building on the banks of Cross Creek facing Green Street.

He worked in private practice by himself for several years, but on January 1, 1954 he was hired as an Assistant Solicitor by Malcolm Seawell. That position was similar to today's Assistant District Attorney but it was a part time job and people holding that position could still practice civil law. When Mr. Seawell was appointed Superior Court Judge on July 1, 1955 Governor Luther Hodges appointed Judge Braswell as District Solicitor for Cumberland, Robeson, Bladen and Hoke Counties. There was no District Attorney per se but the District Solicitor served the same function as today's District Attorney. In 1960, he became president of the North Carolina Association of District Solicitors.

Also in 1960 the Judge joined with two other lawyers for his civil practice and he became a partner in the newly-formed law firm of Clark, Braswell and Hill. The firm had a law office on the seventh floor of the First Citizens Building across from the Market House. The firm mainly practiced in the area of real estate. The Judge continued with that practice along with his work as Solicitor for two years until he decided to run for the position of Superior Court Judge. He won the election and was sworn into office on January 1, 1963.

In 1962, the people of North Carolina passed a Constitutional Amendment changing the court system of North Carolina. The change took effect at the beginning

of 1966. There were new rules of civil procedure and new ways of handling legal cases. Judge Braswell wanted to help ensure that the change would be a smooth one.

During the summer of 1966, Judge Braswell studied with other judges from around the country at the National Judicial College at the University of Colorado in Boulder, Colorado. He returned to North Carolina with the knowledge he gained and shared it with others during presentations at various legal events and seminars. His knowledge was not just for himself.

The Judge was so grateful for the help that had been given to him by the National Judicial College that he returned as a faculty advisor in 1970 and 1975 when the program was being held at the University of Nevada, in Reno, Nevada. He also returned as a faculty advisor in 1987 and 1988. He continued to support the Judicial College by contributing financially to its foundation.

In March of 1979, the Judge attended a seminar conducted by the American Academy of Judicial Education. The seminar was held in Kissimmee, Florida. The focus of the seminar was proper writing of legal orders and rulings by trial judges.

Judge Braswell was very well respected by his peers. He was elected as president of the North Carolina Conference of Superior Court Judges in 1975. He was also Vice President of the North Carolina Bar Association in 1975. He was Chairman of the North Carolina Criminal Justice Education and Training Systems Council from 1974 to 1977. He was always willing to serve.

One of Judge Braswell's largest commitments of time was to the North Carolina Pattern Jury Instructions Committee. He worked beginning in 1964 for almost twenty years helping to write material which other judges all across the state could use to instruct jurors on how to properly perform their role as a juror. Special instructions had to be tailored for each crime in North Carolina as all of the crimes had distinct elements. Special instructions were also written for specific civil cases. Those pattern instructions are still in use today.

One of Judge Braswell's other contributions was participating as one of the authors of the Judges Bench Book. He worked on that project from 1977 to 1982. The Judges Bench Book is continuously being revised and it is also still in use today.

Some of Judge Braswell's legal writings have been published in law Journals. In 1970 his work about jury voir dire was published in the Wake Forest Law Review. In 1982 his writings about courtroom objections was published in the Campbell Law Review.

As the Judge's legal career expanded, he did not overlook his obligations to his Church. When the Judge had moved to Fayetteville, he quickly became a member of Haymount United Methodist Church. He and his family did not just attend the church, but were also active participants. The Judge taught Sunday School for many years and



he held many positions in the church over the years.

Judge Braswell and his wife Ruth, were also loyal supporters of Methodist College now Methodist University. He received The Loyalty Day Supporter of the Year award from Methodist University in February 2015 for his 43 years of participation in The Loyalty Day Fundraising efforts.

While Judge Braswell worked in the Cumberland County Courthouse, it became obvious to him that the requirements for the effective administration of justice exceeded the physical space of the 1926 courthouse. In May of 1968 the Judge began to study the space requirements which were needed for the increasing volume of cases. He worked with members of the Bar and the Clerk of Court to develop a pamphlet for the Board of County Commissioners explaining the needs of the local court system.

The proposal for a new courthouse was well-received by the Board but was met with concerns about funding for the building. Ultimately the Board turned down the proposal for a new courthouse. The reason given was lack of money and the feeling that "It's not politically right for a bond issue just now." A bond issue for another project had recently been defeated and the commissioners thought this too would be defeated. The skirmish was lost, but the Judge continued to battle.

After several more years of advancing the idea of a new courthouse, the Board agreed to a bond referendum in July of 1975. At one point, it appeared certain that the bond referendum would be defeated but a surge of support by members of the bar and others brought a victory in November of 1975. Judge Braswell worked on the Courthouse Construction Advisory Committee along with several others and spent time sharing ideas with the architects MacMillan & MacMillan and the general contractor McDevitt & Street.

As a direct result of Judge E. Maurice Braswell's vision, influence and hard work, the "New" Cumberland County Courthouse opened in 1978. His persistent advocacy of a new courthouse, his education of the County Commissioners and the public, and his coordination of the Bench and Bar in this effort were the driving force in accomplishing the goal of a new courthouse.

On December 2, 1982 Judge Braswell advanced to become a judge on the North Carolina Court of Appeals. While sitting on that court, he continued with his legal education and attended a seminar for intermediate appellate judges. That course was held at New York University.

A medical condition forced the Judge to retire on January 1, 1985. His medical condition resolved a few years later and he felt like he still wanted to make a contribution to the court system. On September 2, 1993 he took the oath of office as an Emergency Special Superior Court Judge. One of his most significant acts as an Emergency Special Superior Court Judge was presiding over the initial hearing of motions in the Leandro education case on February 1, 1995. He finally retired from the



court system on February 1, 1998.

The Judge's time as a POW had a significant impact on his life. He learned much from his time as a prisoner and he wanted to help others who might have to endure that experience. The Judge became a lecturer in the Survival, Evasion, Resistance, and Escape (SERE) Program to share his story with Special Forces personnel. The Judge spent his 94<sup>th</sup> birthday presenting to the group. After the Judge's death less than two months after his 94<sup>th</sup> birthday, Major General James B. Linder wrote to the Judge's family saying, "Some of our finest Soldiers today have learned from your dad's experience and sacrifices while in the U.S. Army Air Corps, particularly as a Prisoner of War survivor. In time, may you find personal reassurance in knowing that his continued commitment to serve our Nation was most honorable and that our gratitude is deep and long lasting".

Judge Braswell was also honored by the Nation of France. On November 11, 2015, he was awarded the French Legion of Honor. The award was given for the Judge's service during World War II.

The Lumbee Tribe of North Carolina and the Indian Honor Association celebrated the Fiftieth Anniversary of the routing of the Ku Klux Klan from Maxton on January 18, 2008. On that occasion, Judge Braswell was inducted into the "1958 Lumbee Warriors."

On January 18, 1958, John "Catfish" Cole, who was the KKK Grand Dragon of South Carolina held a Klan Rally in Maxton, North Carolina for the purpose of intimidating all Lumbee Indians in Robeson County. He was angry because an Indian family had moved into a white neighborhood. He said the KKK would put the Indians back in their place.

Cole had expected 5000 Klansmen to show up. Only 50 Klansmen came. They faced off against 350 Lumbee's. After Cole had spoken for a few minutes, a riot broke out. Many guns were fired, but fortunately no one was seriously injured.

Cole was later indicted and arrested for inciting a riot. Judge Braswell, who was the Solicitor for Robeson County, prosecuted the Grand Dragon of the South Carolina KKK when that was not a popular thing to do. He obtained a conviction that was later upheld by the North Carolina Supreme Court.

Judge Braswell received what was perhaps his last legal award in May of 2007. He was awarded the Liberty Bell Award from the North Carolina Bar Association. The award reads, "In recognition of Outstanding Community Service That Has Strengthened The American System of Freedom Under Law". His nomination for the award read, "He has given countless hours to his profession. He has promoted education, training and professionalism. He has given when his only reward was the satisfaction of nurturing young attorneys. He has been tough and demanding at times, but he has always been fair and compassionate."

In accepting the Liberty Bell Award, Judge Braswell said, "I have talked today about some of my personal accomplishments. I hesitated to mention some of the things I have accomplished for fear of sounding braggadocios. But I have talked about these things for a purpose: I would like to challenge you. All of what I have accomplished can be accomplished by you. Think about it; every bit of what I have done could have been done by you, and all of the projects I never attempted, and all the things I left undone, can still be accomplished by you."