
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
JUNE 12, 2025
1:00 PM

INVOCATION- Commissioner Pavan Patel

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
3. PRESENTATIONS
 - A. Sam Shumate, State Lobbyist
 - B. TJ Robinson Life Center- Charlotte Robinson, Director
 - C. Continuum of Care (CoC)
 - D. Voice Dispatch Project Overview
 - E. Cumberland County Water and Sewer Plan
4. CONSIDERATION OF AGENDA ITEMS
 - A. Cumberland County Juvenile Crime Prevention Council Funding Allocations for July 1, 2025 Through June 30, 2026
 - B. Interlocal Agreement between Cumberland County Health Department and the City of Fayetteville
 - C. Facility and Land Lease Agreements and Happy Deli Franchise Agreement
 - D. Black Voice Museum Project Contract Expansion and Funding Request
 - E. Agricultural Assistance Policy
 - F. Memorandum of Understanding Between Board of Education and Cumberland County Emergency Services
 - G. Purchase of Lillian Black Elementary School
 - H. Vehicle Replacement Policy
 - I. Proposed Revisions to Rules 20 and 25 of the Board's Rules of Procedure
5. OTHER ITEMS
6. MONTHLY REPORTS

- A. Finance Report
 - B. Health Insurance Update
 - C. Grants Update
- 7. COMMISSIONER REQUESTS
 - 8. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

****There are No Meetings in July****
August 14, 2025 (Thursday) 1:00 P.M.

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/21/2025

SUBJECT: SAM SHUMATE, STATE LOBBYIST

Requested by: COMMISSIONER TYSON

Presenter(s): SAM SHUMATE

BACKGROUND

Sam Shumate will deliver a presentation regarding lobbying at the State level.

ATTACHMENTS:

Description
Presentation

Type
Backup Material





CUMBERLAND
COUNTY

NORTH CAROLINA



Dodie B. Renfer,
President



Sam Shumate,
*Vice-President of
Governmental Affairs*



Kim Walawender,
Chief Operations Officer



Who We Are

Founded in 2024, *Electus* is a boutique government affairs firm committed to providing unparalleled advocacy and strategic counsel. Backed by more than 40 years of cumulative experience, we are experts in navigating complex political landscapes at the local, state, and federal levels. Our mission is to help clients achieve their policy objectives by bridging the gap between public policy and business priorities.

As a boutique firm, we offer personalized service and customized strategies to align with each client's specific goals. We serve a diverse array of industries, including economic development, healthcare, education, technology and broadband, transportation and infrastructure, agriculture and military affairs. At *Electus*, we're passionate about guiding our clients through the intersections of policy, politics and business. We take pride in helping our clients turn their challenges into opportunities and policy goals into success.





Key Services

- ✓ *Provide clients with strategic counsel on matters involving local, state and national governmental affairs*
- ✓ *Serve as a liaison between clients and the NC Legislature, NC Executive Branch, numerous state agencies/departments, and other pertinent associations*
- ✓ *Elevate profiles and foster relationships between clients and key decision-makers within the halls of state and local government (“SLG”)*

Benefits of Lobbyist Engagement by Local Governments

- Guaranteed seat at the table and voice in the discussion on targeted matters
- Greater access to, and influence with, key policymakers
- Expedited results with legislative and agency leaders
- Comprehensive and creative approach to governmental affairs, inclusive of coalition building, strategic problem solving and policy implementation
- Strategic advocacy on policy issues including, but not limited to:
 - Budget Appropriations
 - Occupancy Taxes
 - Board of Elections
 - Licensing
 - Broadband Authority
 - ABE Board
 - County Recognitions
 - Agency/Dept Abolishment
 - De-annexation
 - Property Boundaries
 - Board of Education
 - Waste Management
 - Judicial Districting
 - Emergency Management
 - Justice/Public Safety



Counties with Contract Lobbyists

Anson
Avery
Bladen
Bertie
Buncombe
Cabarrus
Camden
Carteret
Chatham
Craven
Currituck
Dare
Durham

Edgecombe
Forsyth
Franklin
Gates
Granville
Greene
Hertford
Hoke
Hyde
Jones
Lenoir
Madison
Martin

Mecklenburg
New Hanover
Onslow
Pamlico
Pasquotank
Perquimans
Person
Pitt
Richmond
Sampson
Wake
Warren
Washington

Wilson

***40 counties have
lobbyists***

The State Budget Process

The Players

*NC Governor • Office of State Budget Management (OSBM) •
State Agencies/Departments • NC General Assembly*

The Process

The NC Constitution empowers the Governor to “prepare and recommend to the General Assembly a comprehensive budget of anticipated revenues and proposed expenditures of the State for the ensuing fiscal period.” It is also provided that “the budget as enacted by the General Assembly shall be administered by the Governor.”

- The “*State Budget Act*” provides that the Governor is the Director of the Budget
- In this role, the Governor delegates certain authorities to the *Office of State Budget Management (OSBM)*

The State Budget Timeline

- North Carolina operates under a biennial (2-year) budget, beginning on July 1 of each odd-numbered year, with annual updates to the 2nd year of the enacted budget
- Budget instructions are sent to state agencies in August
- State agency budget requests are submitted in October
- Agency hearings are held in December
- The Governor submits his or her proposed budget to the North Carolina State Legislature in early March
- The House and Senate consider the Governor's budget recommendations, submit their respective budget proposals which move through the committee process, and the legislature (hopefully) adopts a budget between June and August; a simple majority is required to pass a budget
- North Carolina is one of only six states in which the governor cannot exercise line-item veto authority (the power of a governor to veto individual components (or lines) of a bill passed by the state legislature)
- The governor is constitutionally and statutorily required to submit a balanced budget. In turn, the legislature is required by statute to pass a balanced budget
- Of note: Continuing Resolutions and “mini-budgets” (2019-20)



2024 Short Session Governor's Vetoes:

HB10/Require Ice Cooperation and Budget Adjustments

HB155/Titles for Off-Road Vehicles/Low-Speed Vehicles Inspections

HB198/DOT Legislative Changes

HB237/Various and Election Law Changes

HB556/Tenancy in Common/E-Notary/Small Claims Changes

HB834/Juvenile Justice Modifications

HB690/No Central Bank Digital Currency Payments to State

SB166/2024 Building Code Regulatory Reform

SB445/Recording of Court-Filed Documents

SB328/Disaster Relief-3/Budget/Various Law Changes

2024 Short Session Bipartisan Successes:

A number of bills passed the last week of session (pre-summer break) with little controversy, many receiving unanimous or near unanimous support in both chambers. A few worth noting:

- ✓ Ch. SL 2024-18 / Constitutional Amendment/Citizens-Only Voting
- ✓ Ch. SL 2024-27 / SHALOM Act
- ✓ Ch. SL 2024-40 / Adjustments to the 2023 Appropriations Act
- ✓ Ch. SL 2024-30 / DMV Proposed Legislative Changes.-AB
- ✓ Ch. SL 2024-32 / NC Farm Act of 2024
- ✓ Ch. SL 2024-51 / Disaster Recovery Act of 2024
- ✓ Ch. SL 2024-53 / Disaster Recovery Act of 2024 – Part II

Looking Ahead – The 2025 Long-Session

- Hurricane Helene Relief
- Two-year state budget
- Medicaid adjustments
- Medical billing transparency
- Revisions to PBM provisions
- Amendments to Occupational Licensing Boards
- Child-care funding
- K-12 education funding
- County tier designations
- Medical marijuana
- Hospital violence protections
- Aging Health Policy

*Casinos and Video Lottery Terminals

REQUESTS FOR DIRECT APPROPRIATIONS

Cumberland County, NC:

- A. \$65 million – New high-school for E.E. Smith
- B. \$50 million – County-wide water infrastructure
- C. \$5 million – Gray's Creek Water Infrastructure
- D. \$4 million – Mental Health and Youth Services
- E. \$2 million – Regional aquatic center



KEY COLLABORATIONS:

Cumberland County Legislative Delegation

NC House and Senate Leadership

(Appropriations Chairs, Committee Leaders, Legislative Staff)

NC Congressional Delegation

Executive Branch

(Stein Administration)

Department/Agency Leadership

Additional Stakeholders

(Associations, organizations, boards, commissions)





ELECTUS

GOVERNMENTAL AFFAIRS



QUESTIONS?



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 7/2/2025

SUBJECT: TJ ROBINSON LIFE CENTER- CHARLOTTE ROBINSON, DIRECTOR

Requested by: COMMISSIONER ADAMS

Presenter(s): CHARLOTTE ROBINSON, DIRECTOR, TJ ROBINSON LIFE CENTER

BACKGROUND

Charlotte Robinson, Director of the TJ Robinson Life Center has requested to give an overview of the TJ Robinson Life Center at the June 12, 2025 Agenda Session Meeting.



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

**MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 6/12/2025

SUBJECT: CONTINUUM OF CARE (COC)

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HEATHER SKEENS, ASSISTANT COUNTY MANAGER AND DEBBIE BROWN, COC BOARD CHAIR

BACKGROUND

Debbie Brown, CoC Board Chair will provide an overview of the CoC responsibilities, Point in Time count, and the structure of the CoC.

RECOMMENDATION / PROPOSED ACTION

- 1) Accept presentation
- 2) Consideration to approve staffing request by the CoC and place on the June 16, 2025 Board of Commissioners meeting as an item of consent.

ATTACHMENTS:

Description	Type
Coordinated Entry Referrals Data	Backup Material
CoC Presentation	Backup Material

Need for the Unhoused Support Center

Coordinated Entry Referrals:

January 2025:

323 persons served during 20 workdays (2 H; 1 Snow Day); 16.15 referrals/day

Referral needs:

Emergency Shelter – 100 referrals
Transitional Housing/Shelter – 5 referrals
Low Income /Subsidized Rental Housing – 1 referral
Family PSH – 1 referral
Rental Asst. 108 referrals
Utility Asst. – 46 referrals

February 2025:

175 persons served during 17 workdays (2 Snow days; 1 SL); 10.29 referrals/day

Referral needs:

Emergency Shelter – 51 referrals
Transitional Housing/Shelter – 3 referrals
Low Income /Subsidized Rental Housing – 1 referral
Family PSH – 2 referrals
Rapid Rehousing – 23 referrals
Rental Asst. – 35 referrals
Utility Asst. – 13 referrals

March 2025:

332 persons served during 21 workdays; 15.81 referrals/day

Referral needs:

Emergency Shelter – 132 referrals
Transitional Housing/Shelter – 9 referrals
Family PSH – 1 referral
Rapid Rehousing – 23 referrals
Rental Asst. – 15 referrals
Utility Asst. – 6 referrals

April 2025:

302 persons served during 21 days (1 H); 14.38 referrals/day

Referral needs:

Emergency Shelter – 76 referrals
Transitional Housing/Shelter – 37 referrals
Low Income /Subsidized Rental Housing – 1 referral
Family PSH – 6 referrals
Rapid Rehousing – 4 referrals
Rental Asst. – 12 referrals
Utility Asst. – 3 referrals

Dedicated to making homelessness rare, brief and non-recurring

NC-511 CoC Presentation



Fayetteville/Cumberland County
Continuum of Care on Homelessness





Objectives

Continuum of Care
Point In Time Count
HMIS Data
Housing
Local Impact
Next Steps
Q/A



HUD's CoC Responsibilities

- **Providing for the basic needs of homeless individuals and families and a comprehensive response**
- **Provide funding**
- **Interagency coordination**
- **Promote access to and the effective use of mainstream programs**
- **Optimize self-sufficiency**

CoC Structural Elements

HUD says CoC's must have three structural elements:

Governance Board – the policy-setting and decision-making body for the CoC. They oversee the planning, coordination of resources, and evaluation of results for the community. They should represent the relevant organization and projects serving people experiencing homelessness and include at least one individual who has experienced homelessness.

Collaborative Applicant/Lead Agency – the entity designated by the CoC to submit the annual CoC Consolidated Application for funding on behalf of the CoC. HUD designates various key responsibilities to the Collaborative Applicant, actions required to ensure a successful application.

HMIS Lead Agency – the entity designated by the CoC to oversee the day-to-day operations of the Homeless Management Information System (HMIS).



2025 Point in Time Count Totals

Preliminary Numbers

Total Unsheltered Count: 272

Total Emergency Sheltered Count: 47

Total Transitional Housing Count: 59

TOTAL PIT COUNT NUMBER: 378

Difference from 2024 -1

Four Year Comparison – PIT Count

2025

**Emergency
Shelters: 47**

**Transitional
Housing: 59**

**Total
Unsheltered: 272**

**Total Homeless:
378**

2024

**Emergency
Shelters: 82**

**Transitional
Housing: 45**

**Total
Unsheltered: 253**

**Total Homeless:
380**

2023

**Emergency
Shelters: 54**

**Transitional
Housing: 32**

**Total
Unsheltered: 388**

**Total Homeless:
474**

2022

**Emergency
Shelters: 43**

**Transitional
Housing: 40**

**Total
Unsheltered: 392**

**Total Homeless:
475**

Homeless System Performance Overview

10/1/2021 – 9/30/2024

Total # of Households & People Served: 10/1/2021-9/30/2022

467 Households



770 People Served



Total # of Households & People Served: 10/1/2022-9/30/2023

530 Households



801 People Served



Total # of Households & People Served: 10/1/2023-9/30/2024


553 Households



845 People Served




Average Days Homeless – Exits to Permanent Destinations - Returns

10/1/2021 – 9/30/2022
205 
Average Cumulative Days Homeless


41% 
Exits to Permanent Destinations

0% 
Returns after exits to Permanent Destinations


10/1/2022 – 9/30/2023
121 
Average Cumulative Days Homeless

38% 
Exits to Permanent Destinations

2% 
Returns after exits to Permanent Destinations

10/1/2023 – 9/30/2024
75 
Average Cumulative Days Homeless

36% 
Exits to Permanent Destinations

3% 
Returns after exits to Permanent Destinations

Days Homeless by Race and Ethnicity

10/1/2021-9/30/2022

<i>RACES</i>	<i>AVERAGE DAYS HOMELESS</i>
American Indian, Alaska Native or Indigenous	95
Asian or Asian American	43
Black or African American or African	194
Multiple Races	291
Native Hawaiian or Pacific Islander	241
White	235
Hispanic/Latin(a)(o)(x)	158

10/1/2022-9/30/2023

<i>RACES</i>	<i>AVERAGE DAYS HOMELESS</i>
American Indian, Alaska Native or Indigenous	40
Asian or Asian American	35
Black or African American or African	124
Multiple Races	418
Native Hawaiian or Pacific Islander	238
White	103
Hispanic/Latin(a)(o)(x)	78

10/1/2023-9/30/2024

<i>RACES</i>	<i>AVERAGE DAYS HOMELESS</i>
American Indian, Alaska Native or Indigenous	44
Asian or Asian American	56
Black or African American or African	79
Multiple Races	104
Native Hawaiian or Pacific Islander	78
White	58
Hispanic/Latin(a)(o)(x)	80

Exits by Race and Ethnicity

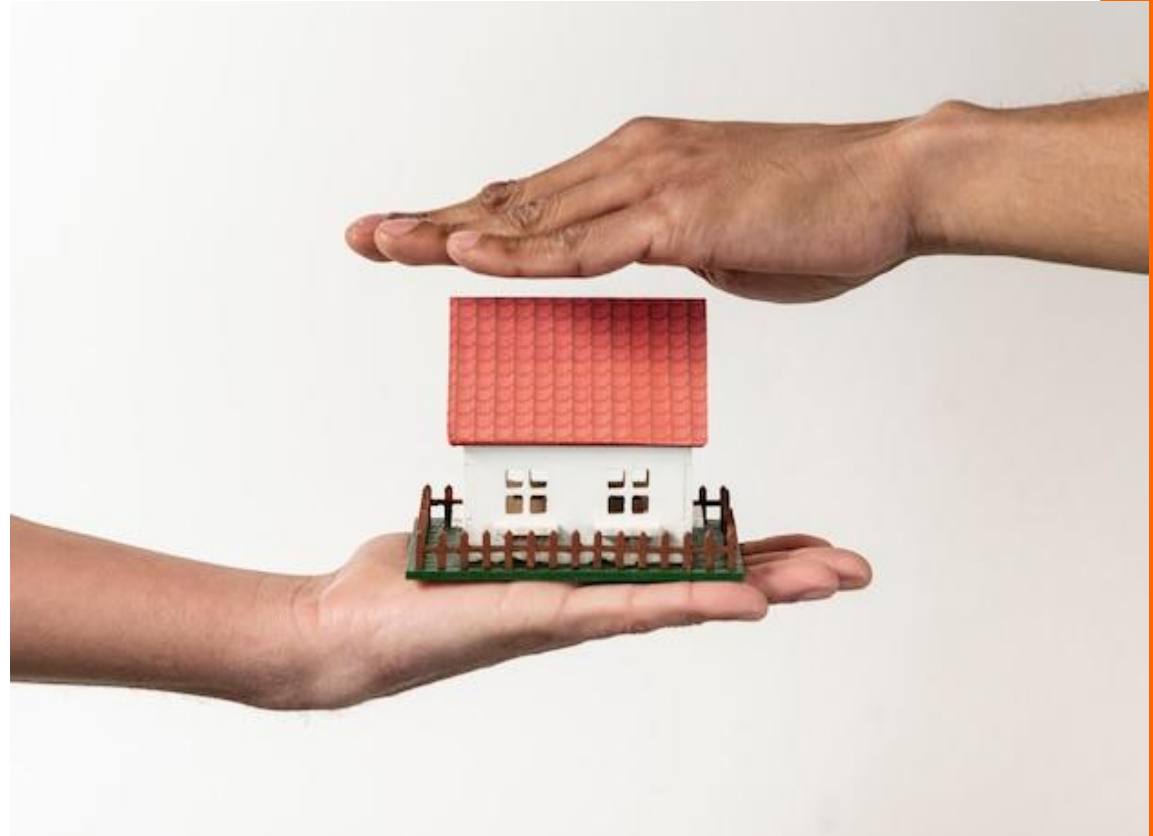
10/1/2021-9/30/2022 207 Head of Households		
RACES	PERCENT	# of HOUSEHOLDS
American Indian, Alaska Native or Indigenous	1	3
Asian or Asian American	1	1
Black or African American or African	75	156
Multiple Races	5	10
Native Hawaiian or Pacific Islander	1	3
White	16	34
Hispanic/Latin(a)(o)(x)	6	12

10/1/2022-9/30/2023 306 Head of Households		
RACES	PERCENT	# of HOUSEHOLDS
American Indian, Alaska Native or Indigenous	4	11
Asian or Asian American	0	0
Black or African American or African	70	214
Multiple Races	2	5
Native Hawaiian or Pacific Islander	1	3
White	23	69
Hispanic/Latin(a)(o)(x)	6	19

10/1/2023-9/30/2024 404 Head Of Households		
RACES	PERCENT	# of HOUSEHOLDS
American Indian, Alaska Native or Indigenous	2	10
Asian or Asian American	1	3
Black or African American or African	75	303
Multiple Races	1	6
Native Hawaiian or Pacific Islander	1	5
White	17	69
Hispanic/Latin(a)(o)(x)	3	13

NC-511 HOUSING PLACEMENT

Period Covered:
January 1, 2022 – December 31, 2024



Primary Housing categories used in the data provided

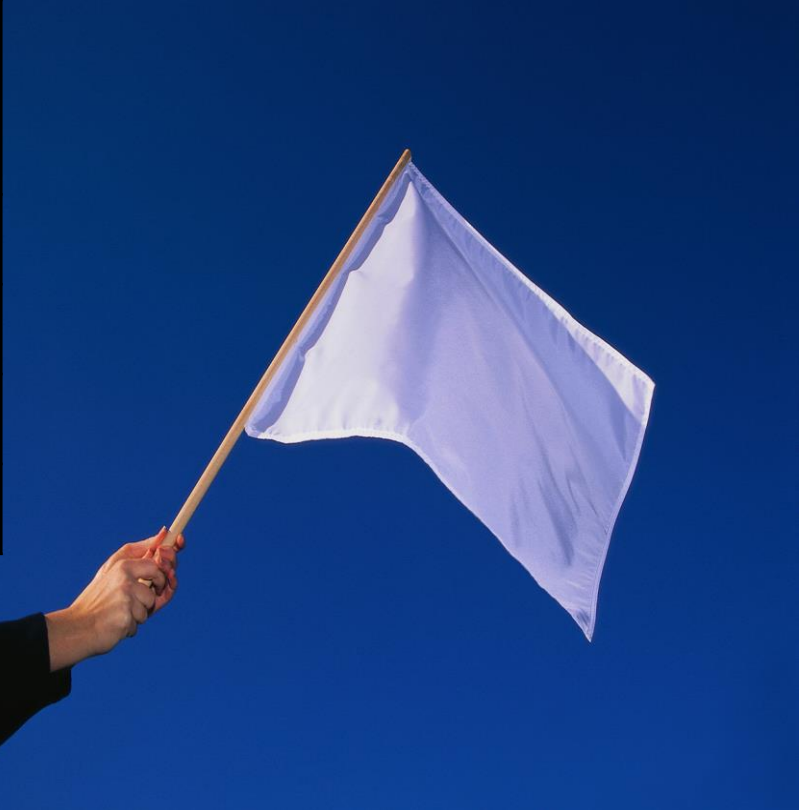
Transitional Housing: Temporary housing designed to help individuals move from homelessness or unstable living conditions to permanent housing.

Permanent Supportive Housing: Long-term housing that includes both stable living arrangements and supportive services (e.g., mental health services, addiction recovery, etc.).

Permanent Housing: Stable, long-term housing without the additional supportive services provided in permanent supportive housing.

Shelter Stays: Short-term emergency shelter services for individuals or families in immediate crisis.

Year	Transitional Housing	Permanent Supportive Housing	Permanent Housing	Rapid Rehousing	Shelter Stays
2022	74	73	193	225	202
2023	55	65	167	201	406
2024	84	15	423	254	490
Total	213	153	783	680	1098



White Flag:

Year	One Night Stays
2022	0
2023	412
2024	883

FY 2023 CONTINUUM OF CARE NOFO

NC-511 FAYETTEVILLE/CUMBERLAND COUNTY PROJECT RANKING

Standard Renewals

AGENCY	PROJECT	PROJECT TYPE	# OF UNITS/BED	HOUSING TYPE	POPULATION/SUBPOPULATION SERVING	AMOUNT APROVED/HUD
Cumberland County, NC	Robin's Meadow	Joint TH/PH RRH	12 units/36 beds (TH) 5 units/10 beds (RR)	Clustered Apartments (TH) / Scattered Site (RR)	Families w/children, Chronic Homeless, Mental Illness, Domestic Violence, Disabled	\$85,817
Cumberland HealthNet	CoC Renewal 2023	SSO-Coordinated Entry	N/A	N/A	All Populations	\$55,468
Family Endeavors, Inc. dba Endeavors	Bonanza Project	PH-PSH	9 units/11 beds 11 CH beds 100%	Scattered Site	Single Adults, Families w/children, Chronic Homeless	\$117,156

SSO = Supportive Services Only

PH = Permanent Housing

RRH = Rapid Rehousing

TH = Transitional Housing

PSH = Permanent Supportive Housing

NEW (REALLOCATION AND BONUS) / FIRST YEAR RENEWALS

AGENCY	PROJECT	PROJECT TYPE	# OF UNITS/BED	HOUSING TYPE	POPULATION/SUBPOPULATION SERVING	AMOUNT APROVED/HUD
Cumberland County, NC	Community Housing & Supportive Services	PH-RRH	15units/30beds	Scattered Site Apartments	Single Female Adults, Women w/children, Chronic Homeless, Mental Illness, Domestic Violence	\$92,055*
Cumberland HealthNet	CoC Expansion	SSO-Coordinated Entry	N/A	N/A	All Populations	\$140,398**
Life Matters Centers for Hope, Health and Healing	My Sister's Keeper Renewal 2023	Joint TH&PH-RRH	1 unit/6 beds (TH) 1 unit/5 beds (RRH)	Shared Housing (TH) Scattered-site apartments (RRH)	Domestic Violence Victims, Mental Illness, Chronic Homeless	\$74,360
Myrover Reese Fellowship Homes	Myrover Reese Transitional Housing FY2023	Joint TH&PH-RRH	3 units /38 beds (TH) 7 units /7 beds (RRH)	Shared Housing (TH) Scattered-site apartments (RRH)	All subpopulations EXCEPT families	\$270,414**

*First year renewal

**Reallocation / CoC Bonus – New Project

FY 2023-2024 Emergency Solutions Grant (ESG) Project Ranking

Total ESG Funding Available: \$131,014

Emergency Services Maximum: \$78,608

Housing Stability (Prevention/Rapid Rehousing) Minimum: \$52,406

AGENCY	PROJECT	NEW OR RENEWAL	APPROVED GRANT AMOUNT
Family Violence Care Center	Emergency Shelter Operations DV database	Renewal	\$31,734 Emergency Shelter \$1,938 DV Database (Housing Stability)
Cumberland HealthNet	Street Outreach HMIS	Renewal	\$16,836 Street Outreach \$16,835 HMIS (Housing Stability)
Fayetteville Urban Ministry	Homeless Prevention	New	\$33,671 Homeless Prevention
Marius Maximus Foundation	Street Outreach	New	\$10,000 Street Outreach

FY2024 CoC NOFO & ESG GRANTS

(Contingent upon HUD approval)



CoC NOFO

Joint TH & PH-RRH beds: 84

PH-RRH beds: 30

PSH beds: 11

ESG RFP

Domestic Violence beds: 7

Homeless Prevention Services



CoC Planning Grant Dollars FY 2022 & 2023

Partners for Impact – Phase I & II

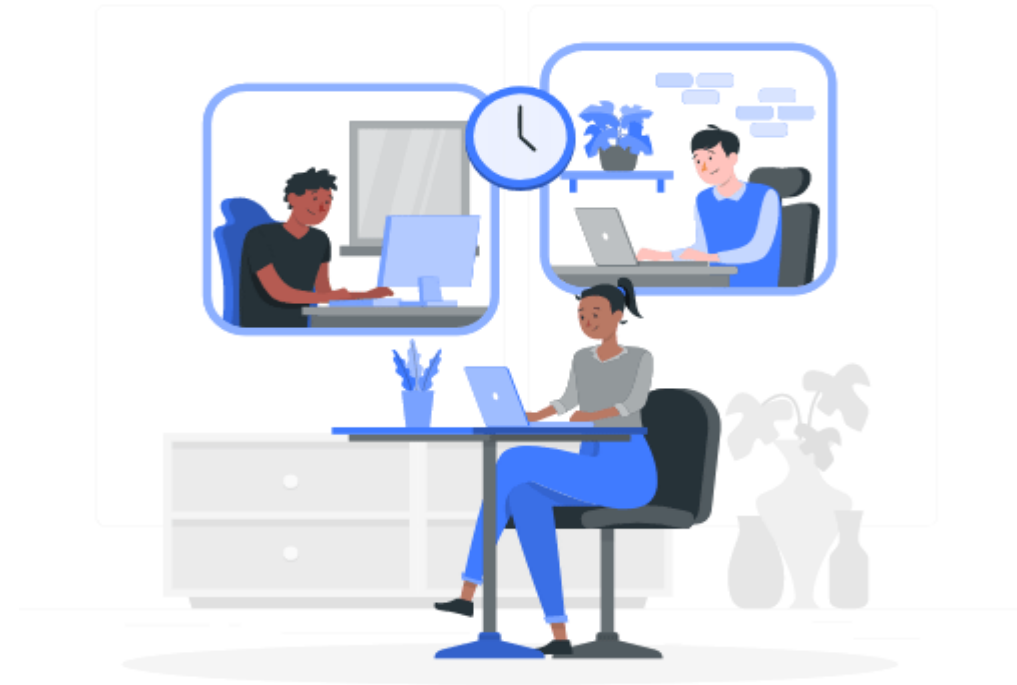
Position Request to support the CoC

Program Manager (funded by Planning Grant)

Additional Data and Evaluation Analyst (HMIS) – Would need county funding

Social Worker – Would need county funding

Administrative Assistant 1 – Would need county funding







OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/6/2025

SUBJECT: VOICE DISPATCH PROJECT OVERVIEW

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): CLARENCE GRIER, COUNTY MANAGER

BACKGROUND

The Board of Commissioners will receive an update on the Voice Dispatch Project.

RECOMMENDATION / PROPOSED ACTION

For informational purposes only.

ATTACHMENTS:

Description

Voice Dispatch Project Update

Type

Backup Material



Voice Dispatch Project Overview

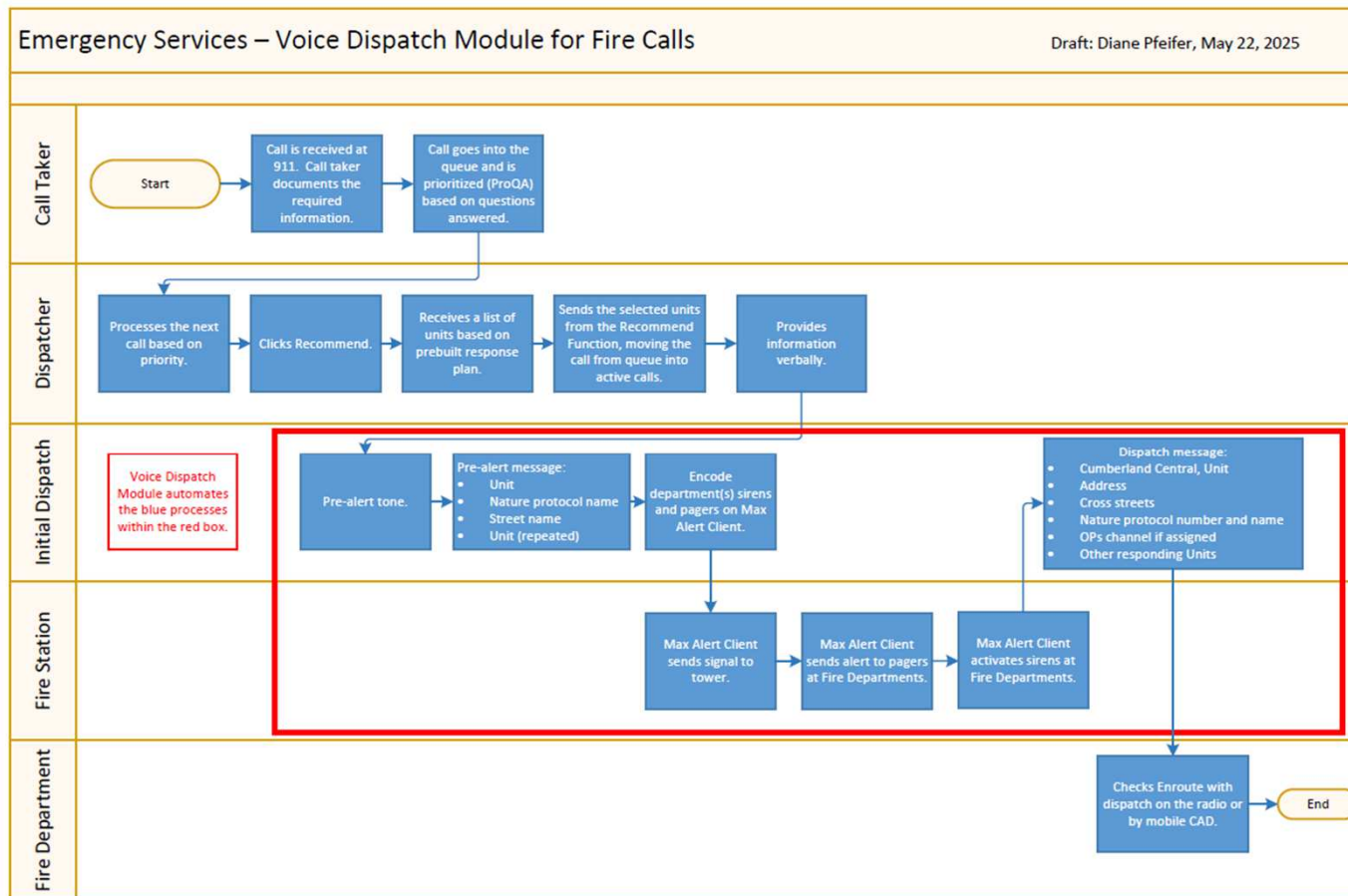
Objectives

- Explain what voice dispatch is and how it works.
- Walk through the voice dispatch process and workflow.
- Share a project update and outline current steps being taken to ensure a successful go-live.

How does voice dispatch work

- When someone calls 911 and help is needed, the system:
 1. Telecommunicators receive the call for help and processes the call in accordance with International Academies of Emergency Dispatch protocols
 2. Once the call is processed the dispatcher “sends” the call and the voice dispatch system pulls the call details from CAD (like location, type of emergency).
 3. Automatically creates a voice message with that info
 4. Sends the voice alert directly to stations, speaker systems, or optional third-party devices and allows for early notification even when calls are stacked in the queue*.
- *Fire Department must buy additional equipment to allow for early notification when multiple calls are stacked in the queue.

Call Workflow



Benefits

- Automating the initial dispatch process allows dispatchers to focus on monitoring responding units and managing updated call information rather than multitasking with the alerting process. Software provides consistency and uniformity across all shifts and personnel for all initial dispatches.
- When fire departments purchase the Alerting and Transmit eXchange (ATX)—commonly referred to as the **Station Alerting Unit**—the system is designed to deliver alerts directly to the department's unit, even if multiple calls for other stations are still in the queue. This means the alert reaches the station immediately, often before it's broadcast over the main dispatch channel, helping reduce response times and improve situational awareness.

Project Timeline

Beginning April 2025

- **April 30** - Emergency Services Director Gene Booth retired on April 30.
- **April 30** - Garry Crumpler appointed Interim ES Director April 30.
- **April 30** - Legal sent their revisions to Garry and advised him to review the contract due to concerns.
 - Confidentially
 - Potential hidden cost
 - Concerns around the county's statutory rights.
 - Governing law location.

Project Timeline

Cont'd

- **May 5** – Met with Chief Johnson and he confirmed the following:
 - This is the product that the Association would like to move forward with.
 - He is aware the stations need to purchase the Station Alerting Units for full capability.
- **May 6** – Chief Johnson put Garry in contact with vendor via email.
 - Garry responded with his understanding of the project and where we stand.
 - Vendor responded with:
 - Last communication with Gene
 - New contract with a project cost increase (+3,419.09) increase because a PO was not secured prior to April 30.
 - The contract had new terminology and quantities for the hardware.

Project Timeline

Cont'd

- **May 6** – Garry sent an email to budget, finance, and ITS with a project update in addition to ITS to review the hardware and software changes in the quote.
- **May 13** – Garry and Adam (Telecommunication Manager) participated in an internal meeting with ITS to discuss needs in scope and gathered:
 - Technology was not fully vetted to include implementation, security integration, and there was not a good understanding among remaining staff about the software and hardware as quoted.
 - Recommendation of the project group was to pause the project and hold a meeting with the vendor to fully understand scope and implementation.

Project Timeline Cont'd

- **May 28 (Vendor was on scheduled leave prior)** – Vendor meeting took place with the following findings:
 - County was not on the same page with the vendor on the scope of the project.
 - Additional network requirement (direct fiber to each fire department or alternate methods were not considered)
 - The vendor thought the county and the city were procuring a consolette in lieu of a full console.
 - Implementation of a full console adds an additional 30k to the implementation cost and 4-weeks of site work.
 - Vendor did not have full confidence their legal department would accept all the proposed legal changes by the county because they are limited by a purchasing co-op. Vendor did not feel comfortable passing the information to his legal department until the county could meet internally to determine scope.

Project Timeline Cont'd

- **June 3** – County staff met discuss the project and set the following checklist items
 - Determine VHF integration with use of consolette instead of console (*In Progress*).
 - ITS will need to do research on how the Station Alerting System will connect to the county and the city dispatch centers. (*Scheduled June 17th*)
 - We need to have a scoping meeting with the City of Fayetteville, Fire Chiefs Association, and the vendor to seek clarification and understanding of the product (*Pending June 17th meeting*).
 - Procurement of the consolette in lieu of the full console if that is the determination in the scoping meeting. (*Pending Scoping meeting*)
 - Finalization of USDD (Voice Dispatch) contract for financial and legal sufficiency. (*Pending Scoping meeting*)

Summary

- Staff is aggressively advancing the voice dispatch project, recognizing its critical benefits for fire services and telecommunicators, while actively addressing concerns around technology integration with specific regard to VHF infrastructure and the pivot from console to consolette radios.
- Additional research is underway to confirm infrastructure readiness across 911 centers, with an estimated 2–4 months needed for further evaluation and coordination, depending on county, city, and vendor availability.
- Contract the legal sufficiency process will be dependent on when we receive a revised contract based on scoping meeting, co-op pricing validation, and vendor response to legal concerns.
- Cost of technology and implementation could go up based on connectivity research, radio equipment, and additional equipment that may be needed to maintain VHF paging.



CUMBERLAND
COUNTY

NORTH CAROLINA

Questions?



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/6/2025

SUBJECT: CUMBERLAND COUNTY WATER AND SEWER PLAN

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

Cumberland County is working on a Water Resources Study. We are trying to identify water sources to meet the County's needs for the next 50 years. At the request of the Infrastructure Committee, county representatives have engaged with the Towns of Spring Lake, Godwin, Stedman, and Falcon as part of the county's Water Resources study. Representatives have also met with the Eastover Sanitary District. We are in the process of scheduling meetings with Wade and Linden.

A. Recurrent Themes:

1. Take advantage of economies of scale using collaborative efforts:
 - Automatic Metering Infrastructure (AMI)
 - Operation and Maintenance
 - Administrative and professional services support
2. Capacity Development
3. Fire Flow

B. Immediate Opportunities Identified:

- Northern Cumberland Interconnect with Harnett
- Spring Lake Merger Consideration
- County Wide AMI
- Shared Staffing: ORC, Administrative Assistance, and On-Call Services
- Develop a regional approach to capacity development

C. Recommended Next Steps:

1. Economics of Scale

- AMI – Work with the Towns to procure Countywide AMI
 - § Reduce staffing needs for meter reading.
 - § Use data collected for water and sewer flow reconciliation, benchmark, and demand forecasting.
- Operation and Maintenance
 - § The County has issued an RFP for assistance with routine and emergency repairs.
- Administrative and professional support
 - § Considering business realignment at the County level or contractual opportunities for ORCs.

2. Capacity Development

- Work with Harnett on an MOU to provide additional flow on the northern part of the County. This will include hydraulic analysis to identify improvements needed.
- Assist towns with applying for Asset Inventory Assessment Grants.
 - § Identify available water storage and additional water storage needs in the County and how this storage may be regionalized.
 - § Using the Collected data, we can also develop a Countywide hydraulic model to look at potential interconnections.
 - § Develop value for the system.
 - § Assess staffing needs.
- Monitor Interbasin Transfer action in the legislature.
- Continue discussions with Spring Lake, Harnett County and the City of Dunn about merger and regionalization opportunities for water and sewer capacity.
- Complete the County's Asset Management Plan and look for merger opportunities with the Town of Spring Lake.

3. Fire Flow

- Monitor building code adoption.
- Include provisions in the UDO to address fire flow concerns. For example, require minimum line sizes for development.
- Explore ground storage tanks and skid mounted boosters for interim.
- Identify areas of the County with existing service areas that are fire flow deficient.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.

ATTACHMENTS:

Description

Water and Sewer Plan

Type

Backup Material

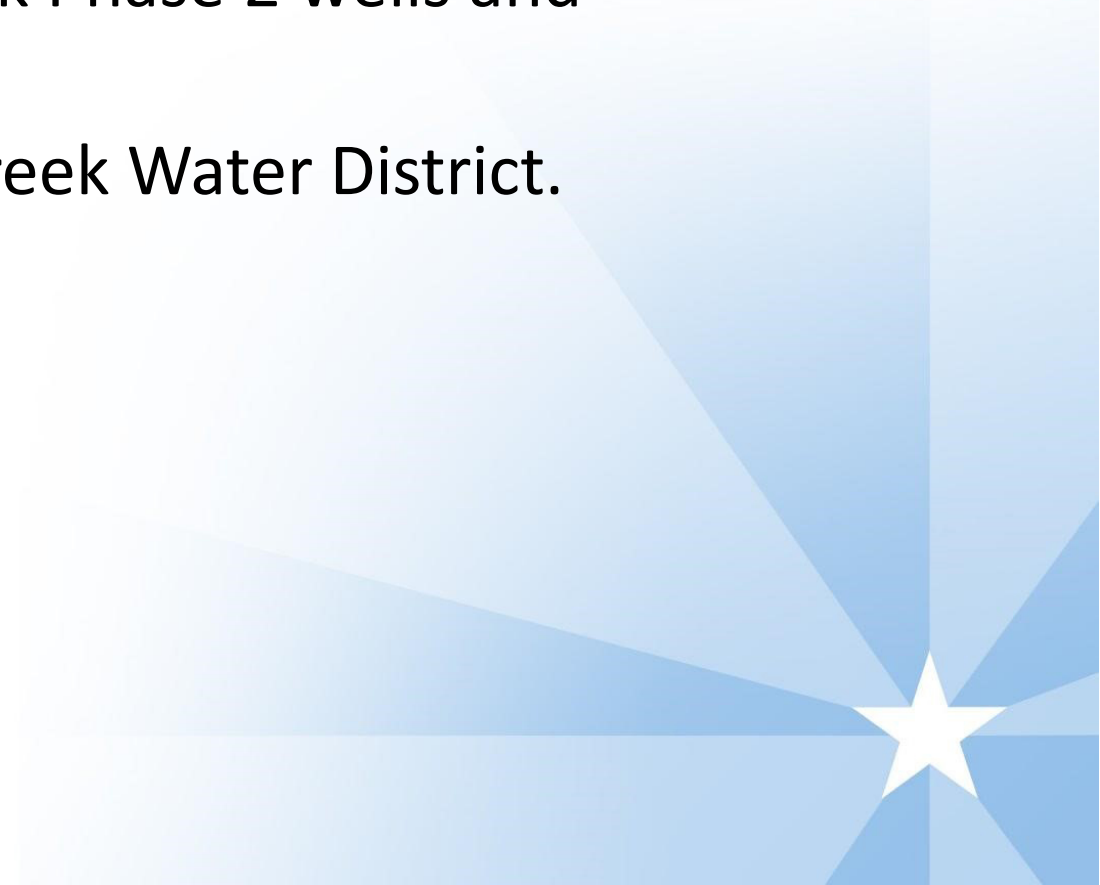
Cumberland County Water and Sewer Plan

Prepared in response to request by Board during April 10, 2025 Agenda Session

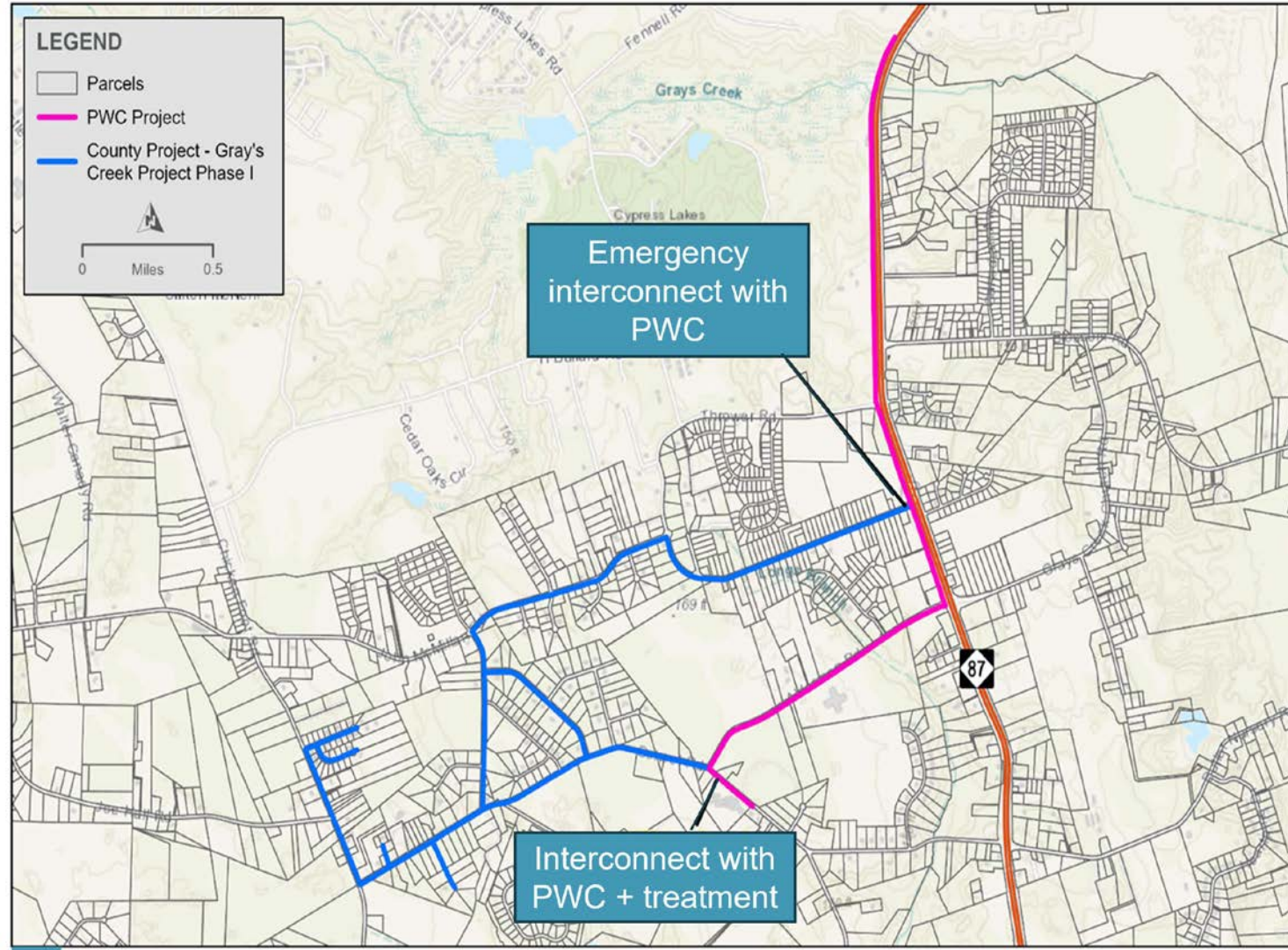


DISTRIBUTION – Work in progress

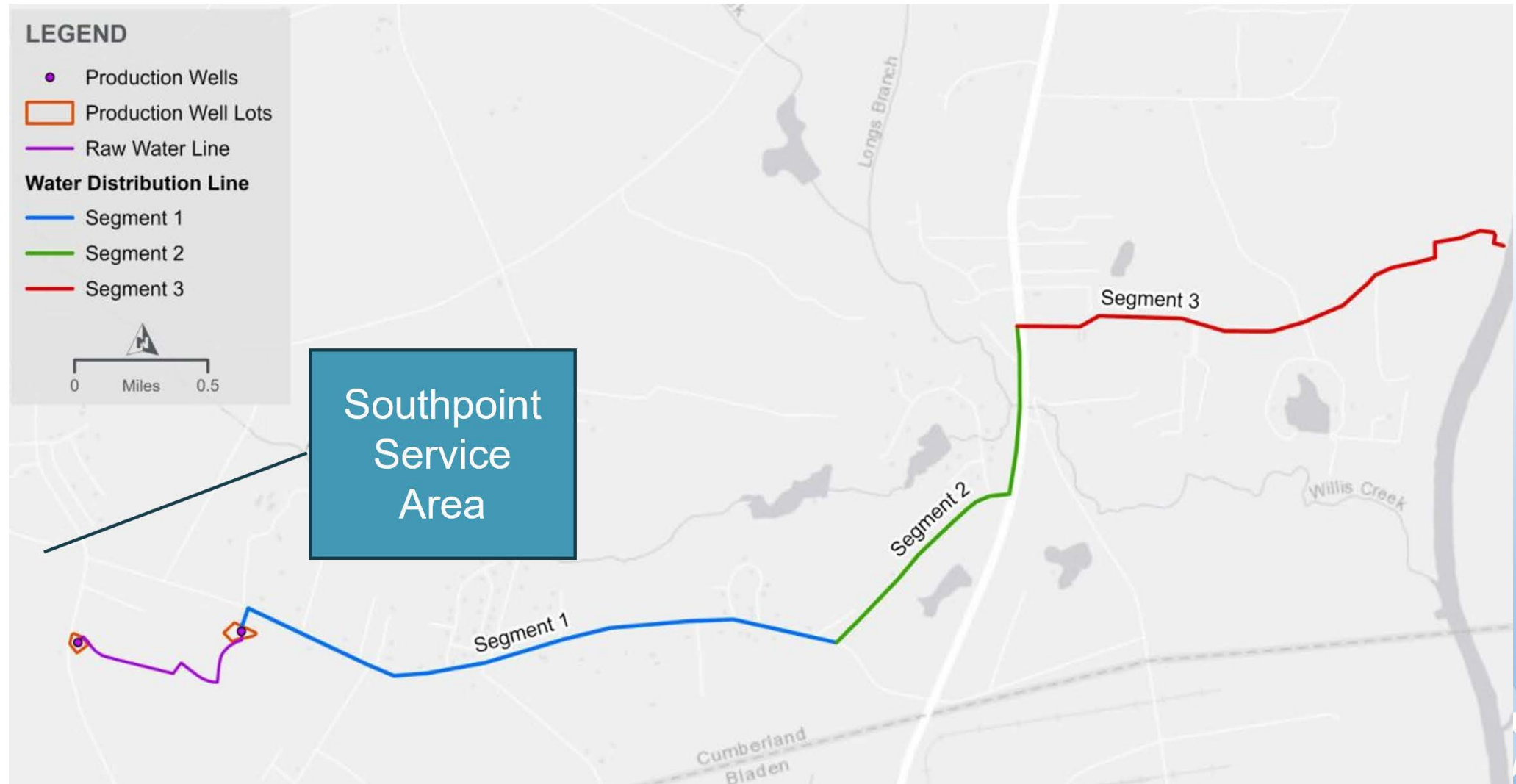
- Gray's Creek Phase 1 is in permitting phase.
- Select firm to begin work on Gray's Creek Phase 2 wells and distribution system.
- Select firm to complete PER for Cedar Creek Water District.



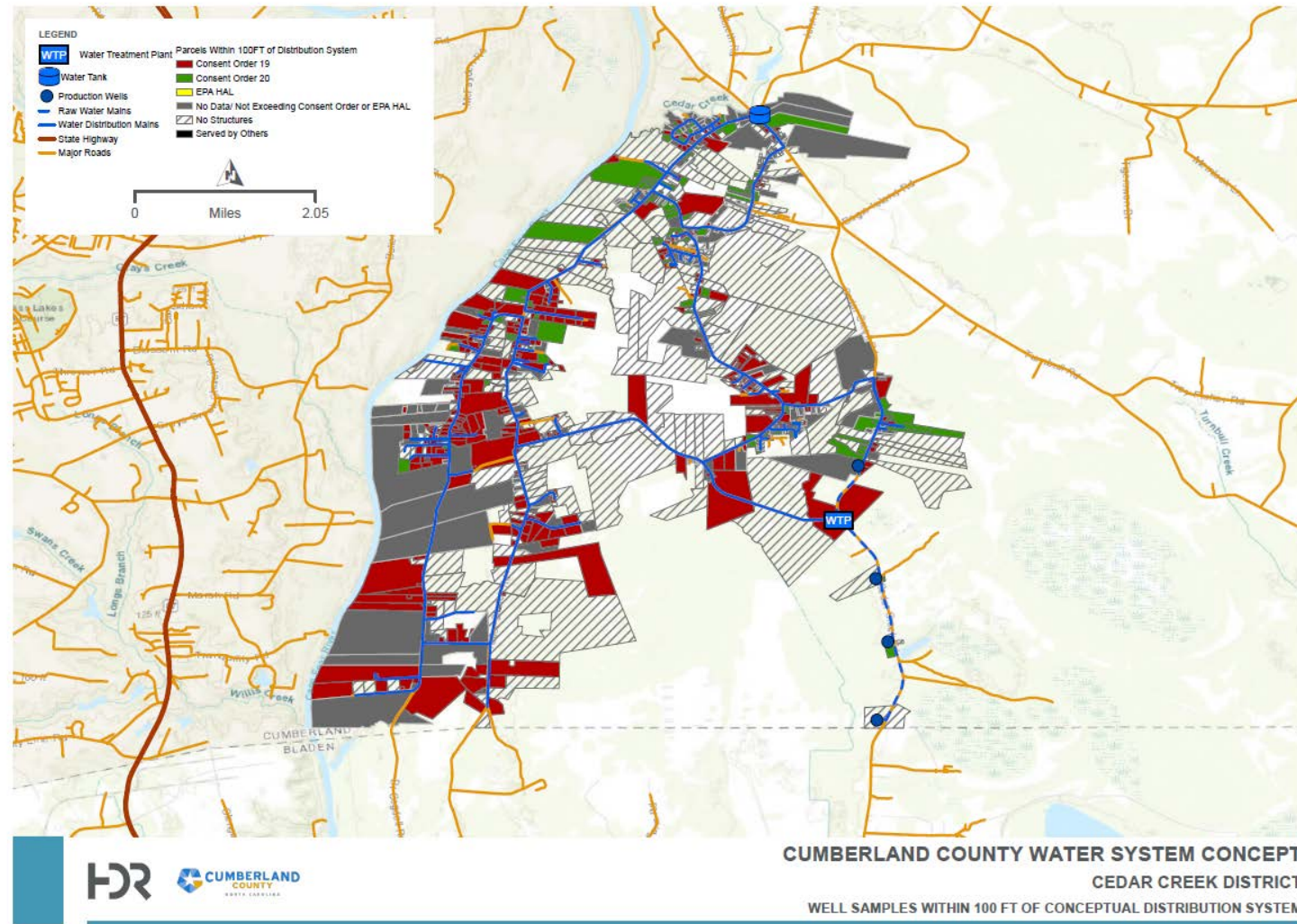
Phase 1 – Gray's Creek



Phase 2 – Gray's Creek



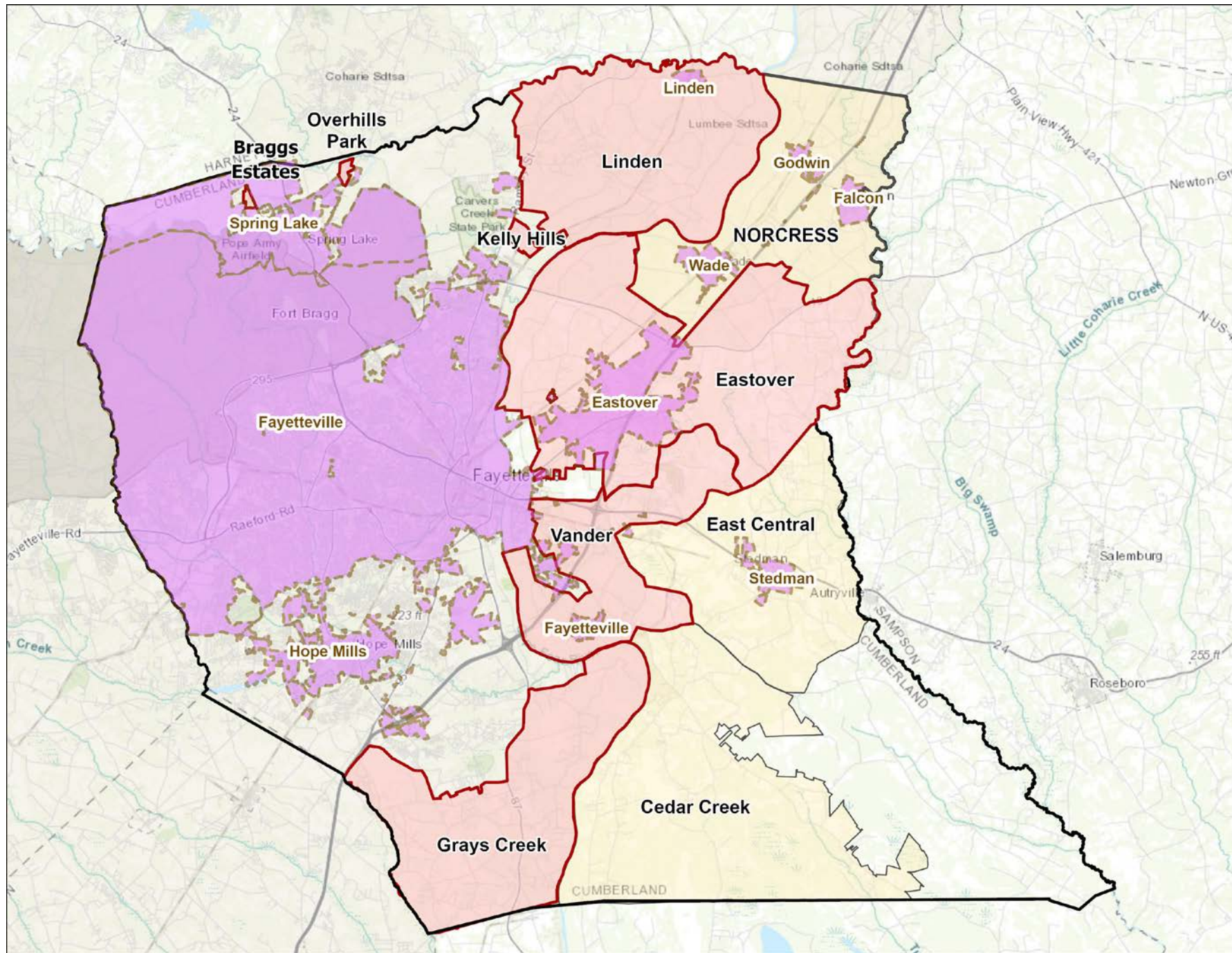
Cedar Creek - Conceptual



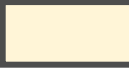


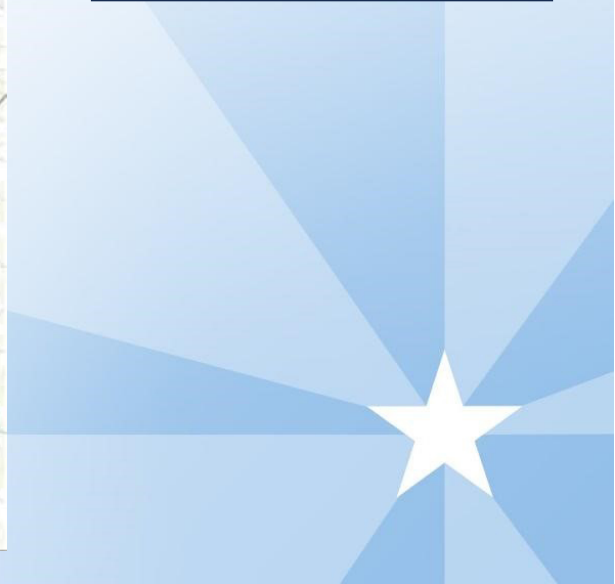
DISTRIBUTION - DISTRICTS

- District formation will be the vehicle for funding supply lines from a water source and for providing distribution lines.
- Form Cedar Creek and East Central Water and Sewer Districts
- Expand NORCRESS Water and Sewer District to include areas outside the towns.
- Explore opportunities for water and sewer in Linden to connect a potential connection from Harnett to Northern Cumberland.

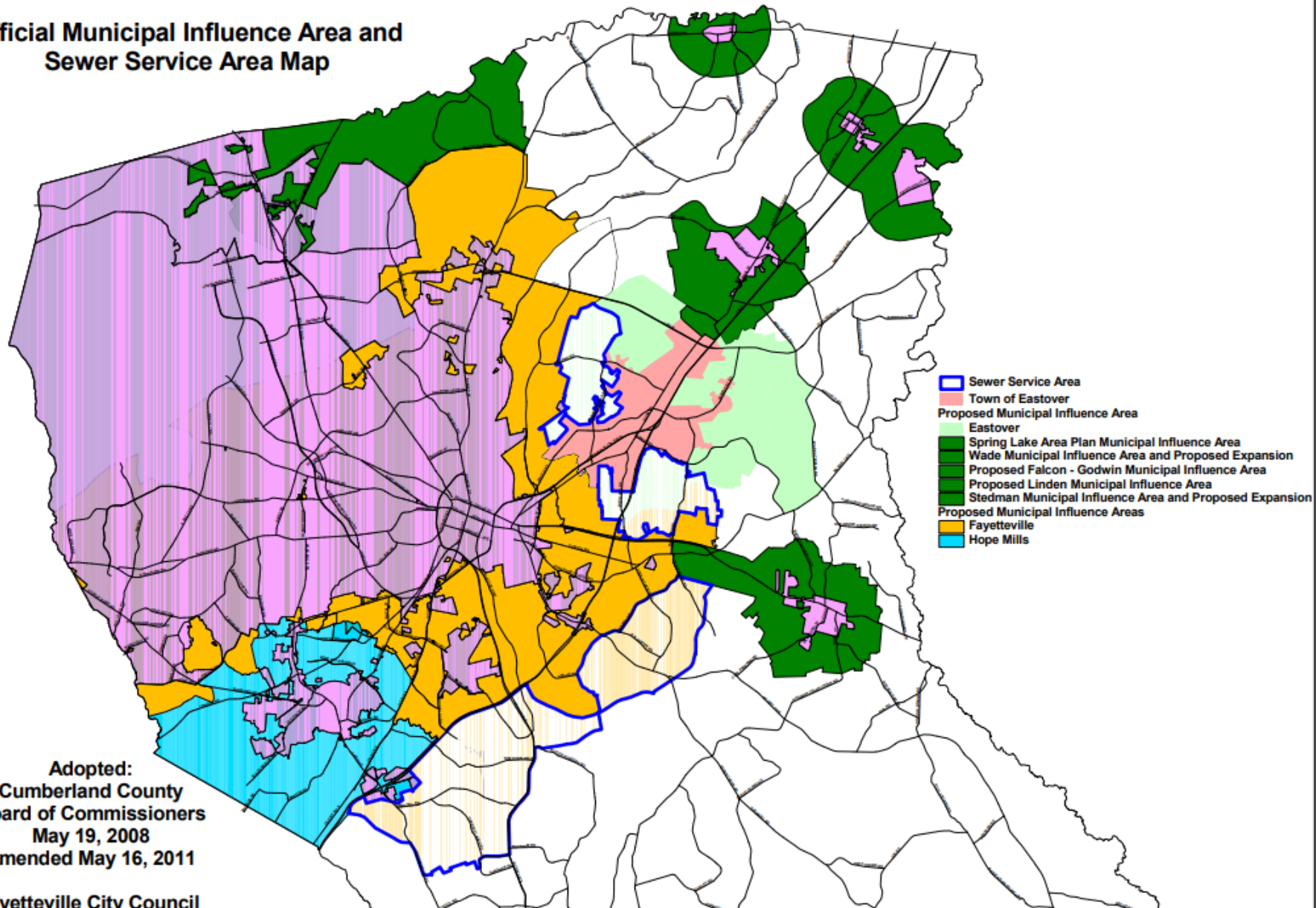




	Municipal Boundaries (e.g. Wade)
	Existing Districts Limits (e.g. Linden)
	Proposed Districts



Official Municipal Influence Area and Sewer Service Area Map



Adopted:
Cumberland County
Board of Commissioners
May 19, 2008
Amended May 16, 2011

Fayetteville City Council

WATER SOURCES

- Focus on interconnection with partner system. Continue to construct wells.
- Implement plan for Water Supply for the next 50 years.
- Capacity is limited from Dunn based on current interlocal agreements.



2023 Water Demand Estimates

Water Service Area	Estimated Households (2023)	Estimated Avg Day Water Demands (Estimated MGD, 2023)			
Estimated Households with Private Wells in Cumberland Co.	22,847	6.6	Potential County Capacity Users (8.4 MGD, 32k households)	All water systems within the County (37 MGD, 128k households)	All water services that touch Cumberland County (51 MGD, 204k households)
Eastover Sanitary District	3,127	0.6			
Spring Lake	3,831	0.9			
Stedman	685	0.1			
Falcon	294	0.1			
Wade	335	0.1			
Linden	834	0.1			
Godwin	161	0.0			
Aqua-Brookwood Community	6,479	1.0			
Aqua-Cliffdale West	6,112	1.0			
Fayetteville PWC	83,414	26.6			
Dunn	4,997	1.6			
Harnett Regional Water System	43,942	10.3			
Old North Utility Services, Inc. (Ft. Bragg)	26,667	2.9			





All PWS data based on utility reported 2023 Local Water Supply Plans population and demand projections. Private wells estimated based on census population and proportionate regional water demand and growth from neighboring water suppliers from 2023-2070.

2070 Water Demand Estimates

Water Service Area	Estimated Households (2070)	Projected Avg Day Water Demands (Estimated MGD, 2070)			
Estimated Households with Private Wells in Cumberland Co.	26,809	7.7	Potential County Capacity Users (10 MGD, 37k households)	All water systems within the County (85 MGD, 204k households)	All water services that touch Cumberland County (110 MGD, 322k households)
Eastover Sanitary District	2,908	0.6			
Spring Lake	3,984	0.9			
Stedman	1,669	0.2			
Falcon	317	0.1			
Wade	349	0.1			
Linden	1,305	0.2			
Godwin	251	0.0			
Aqua-Brookwood Community	6,627	1.8			
Aqua-Cliffdale West	6,024	1.1			
Fayetteville PWC	154,412	71.9			
Dunn	7,819	2.6			
Harnett Regional Water System	80,638	18.9			
Old North Utility Services, Inc. (Ft. Bragg)	29,819	3.7			

All PWS data based on utility reported 2023 Local Water Supply Plans population and demand projections. Private wells estimated based on census population and proportionate regional water demand and growth from neighboring water suppliers from 2023-2070.

Supply Opportunities

Water Supply Type	Generalized Time to Implement [Initiate Planning → Water at Tap]	
Interconnection with Partner System		1-3 years
District Well System		3-5 years
Expand Current River Intake		5-10 years
New River Intake		10+ years

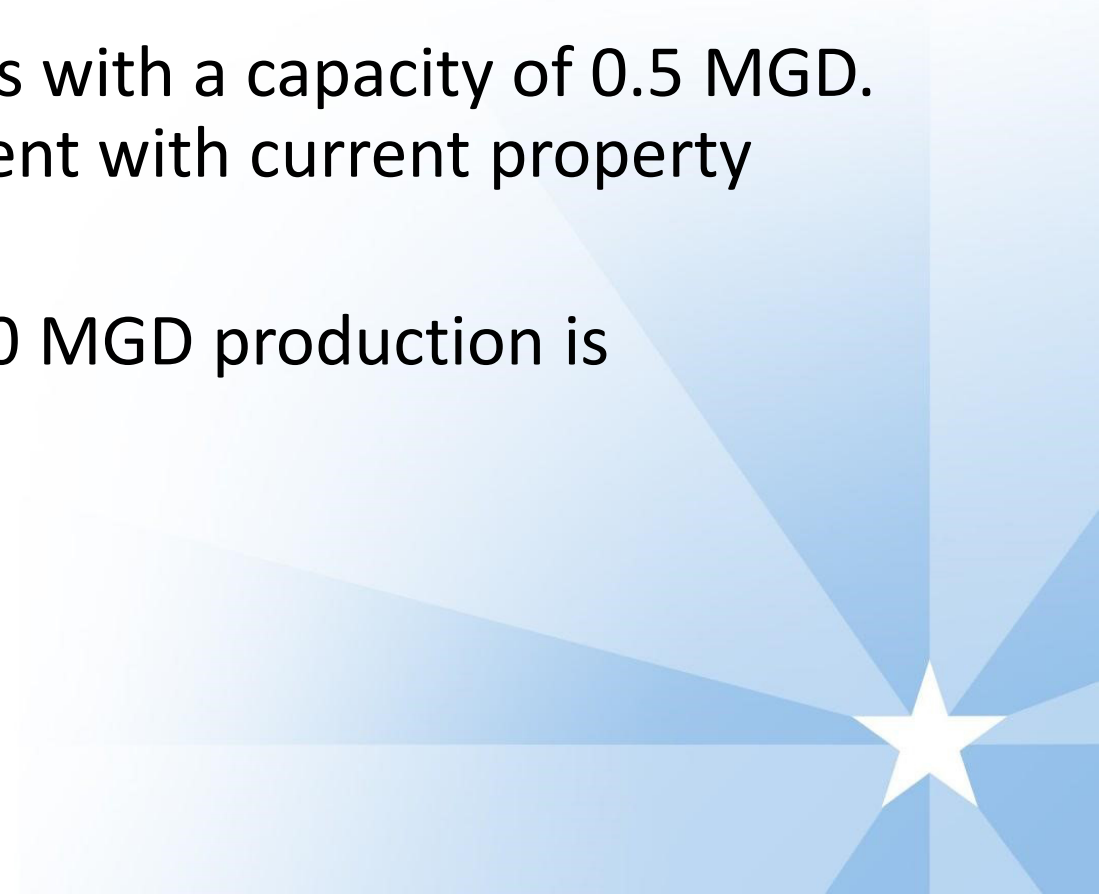
Interconnect with a Partner System - Bulk Water Purchase

- Cumberland County has entered into a bulk water purchase agreement with PWC for 0.98 MGD.
 - Reserve capacity fee is \$371,000. (\$3.71/gallon)
- Discussion with Dunn, Harnett Regional Water, and ESD about immediate bulk water purchase agreement.
- Capacity cost will be funded through reimbursements from Districts and Towns.



District Well System

- Cumberland County awarded a production well contract for Gray's Creek Phase 1.
- Plan is to construct four production wells with a capacity of 0.5 MGD. We are negotiating a developer agreement with current property owner.
- The total number of wells needed for 3.0 MGD production is approximately 20.



Gray's Creek and Cedar Creek Wells

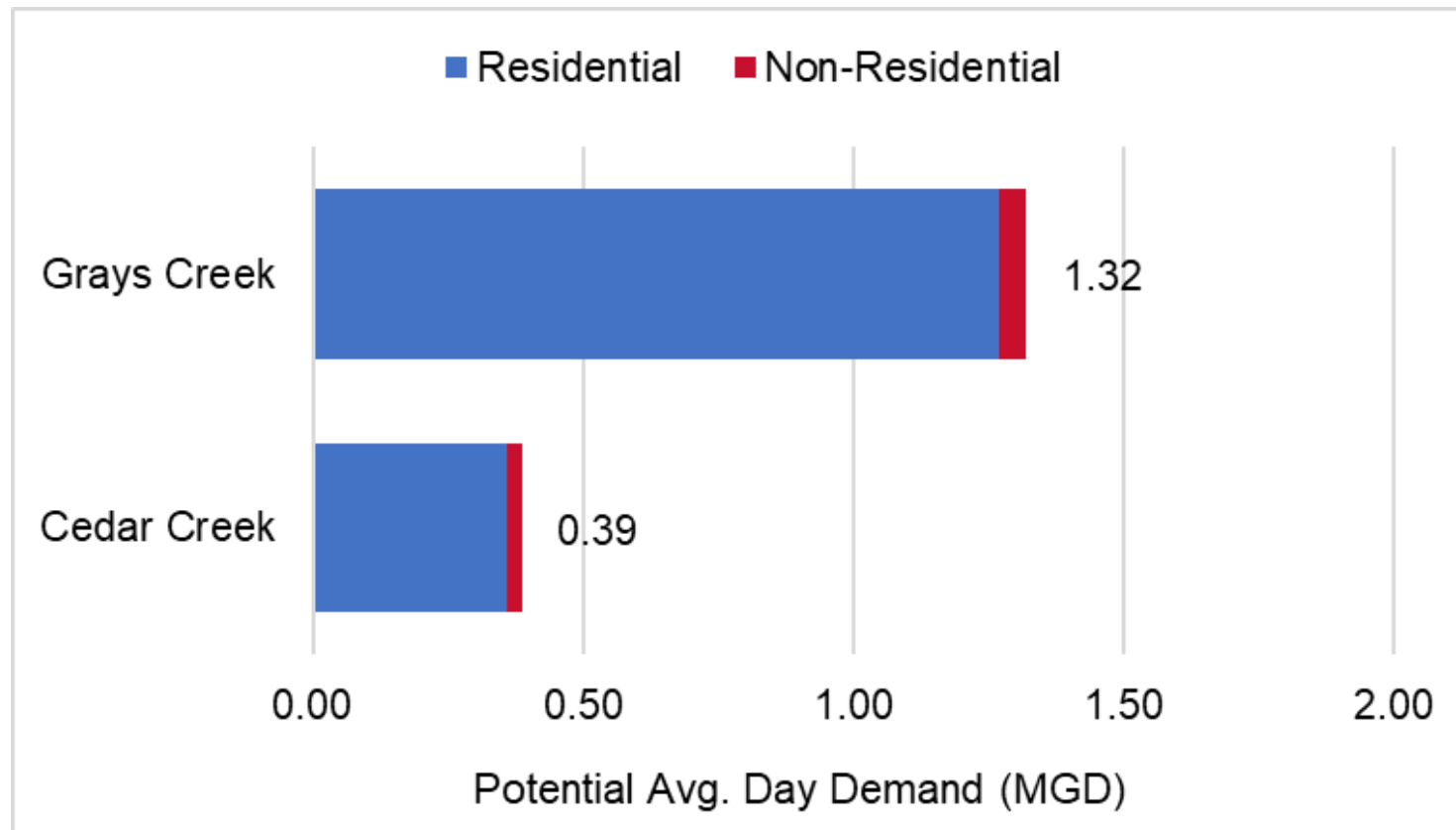
Wellfield	Yield per Well	# Wells	Supply
Gray's Creek Major & Minor Wellfields	Avg 300 gpm	10	2.15 MGD
Cedar Creek Primary Wellfield	Avg 125 gpm	10	0.9 MGD
Total			3.05 MGD

GMA Study identified additional well sites that can provide further supply

Yield Source Data: Hydrogeologic Framework Study and Conceptual Wellfield Designs, Gray's Creek and Cedar Creek Study Areas, GMA, 2022

1.7 MGD Potential Avg. Day Water Demand Forecast 2050 for Gray's Creek and Cedar Creek

Excluding Parcels with Existing Connections

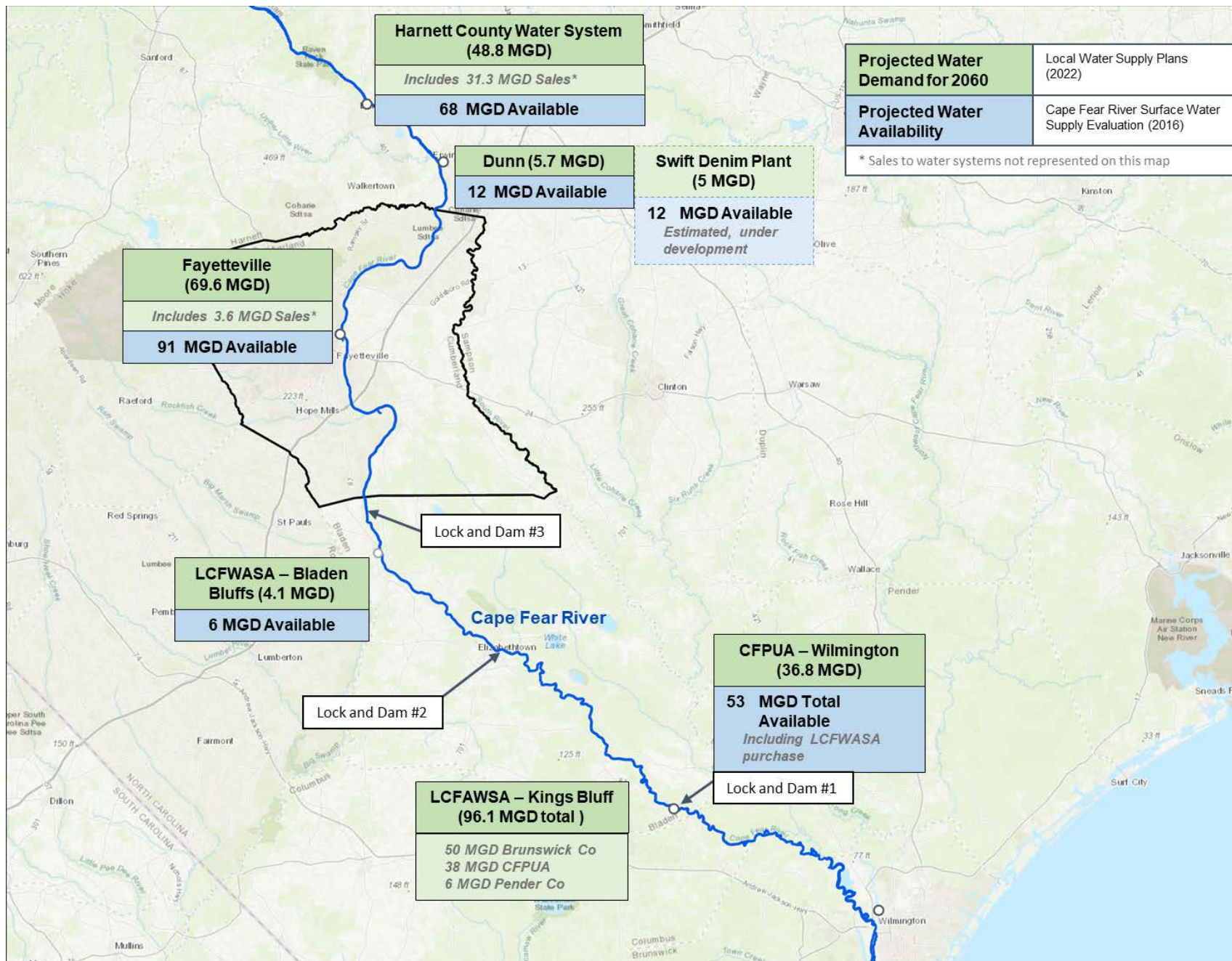


Capacity for the
two southern
districts can be
supplied by wells
(3.05 MGD)

Expand Current River Intake

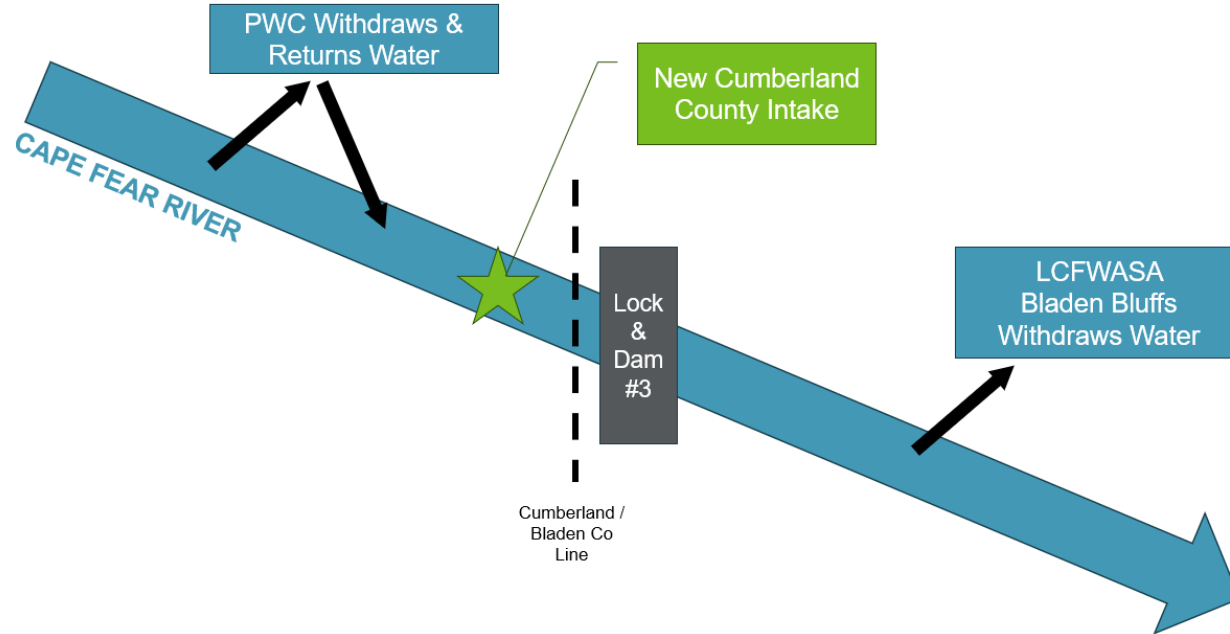
- Potential Partners: Dunn and Harnett
- Existing Dunn Intake: 12 MGD
 - Plant production is 4 MGD.
- Swift Denim Intake: 5 MGD (Harnett Regional Water)
 - Projected expansion is 12 MGD.
- Explore potential for an interconnect with Harnett Regional Water for Northern Cumberland for long term capacity needs.
- Capacity cost will be funded through reimbursements from Districts and Towns.





Projected Water Demands and Availability in the Lower Cape Fear River

New Intake



Max 16 MGD

7Q10 Rules are being evaluated. There is potential available flows will be less.

- NC DWR, 2016 Study: Total water availability behind Lock & Dam #3: 49 MGD
 - OASIS Model for the Neuse-Cape Fear River Basins (2014)
 - Evaluated with limiting factors for meeting 20% 7Q10 instream flows at L&D #3 and downstream water shortages
- Other water uses:
 - 21 MGD PWC Net Withdrawal (2060)*
 - 12 MGD Swift Denim Plant estimated withdrawals
 - Reduction in water availability due to reduction in 7Q10
- Upper estimate: 16 MGD Additional Net Withdrawal Available minus potential reduction in 7Q10



2025 – Phase 1 Well construction and Bulk Water Purchase Agreements

2025 - Begin Interlocal Agreement to purchase capacity with Harnett.

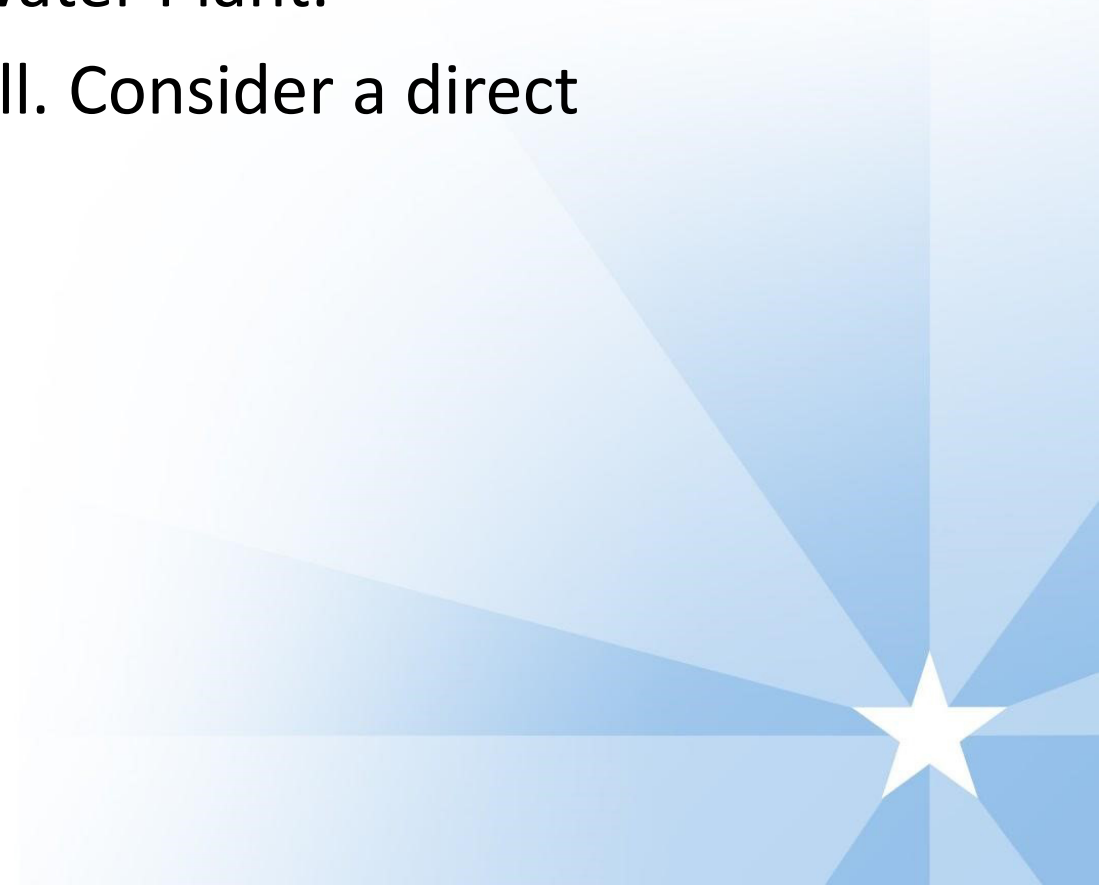
2025 – Begin Withdrawal Permit Application in the Cape Fear River

2027 – Phase 2 Well Construction

2028 - Cedar Creek Wellfields

SEWER CAPACITY

- Purchase capacity in Harnett Regional Water South plant.
- Purchase capacity in Spring Lake Wastewater Plant.
- Construct RO plant for leachate at landfill. Consider a direct discharge.

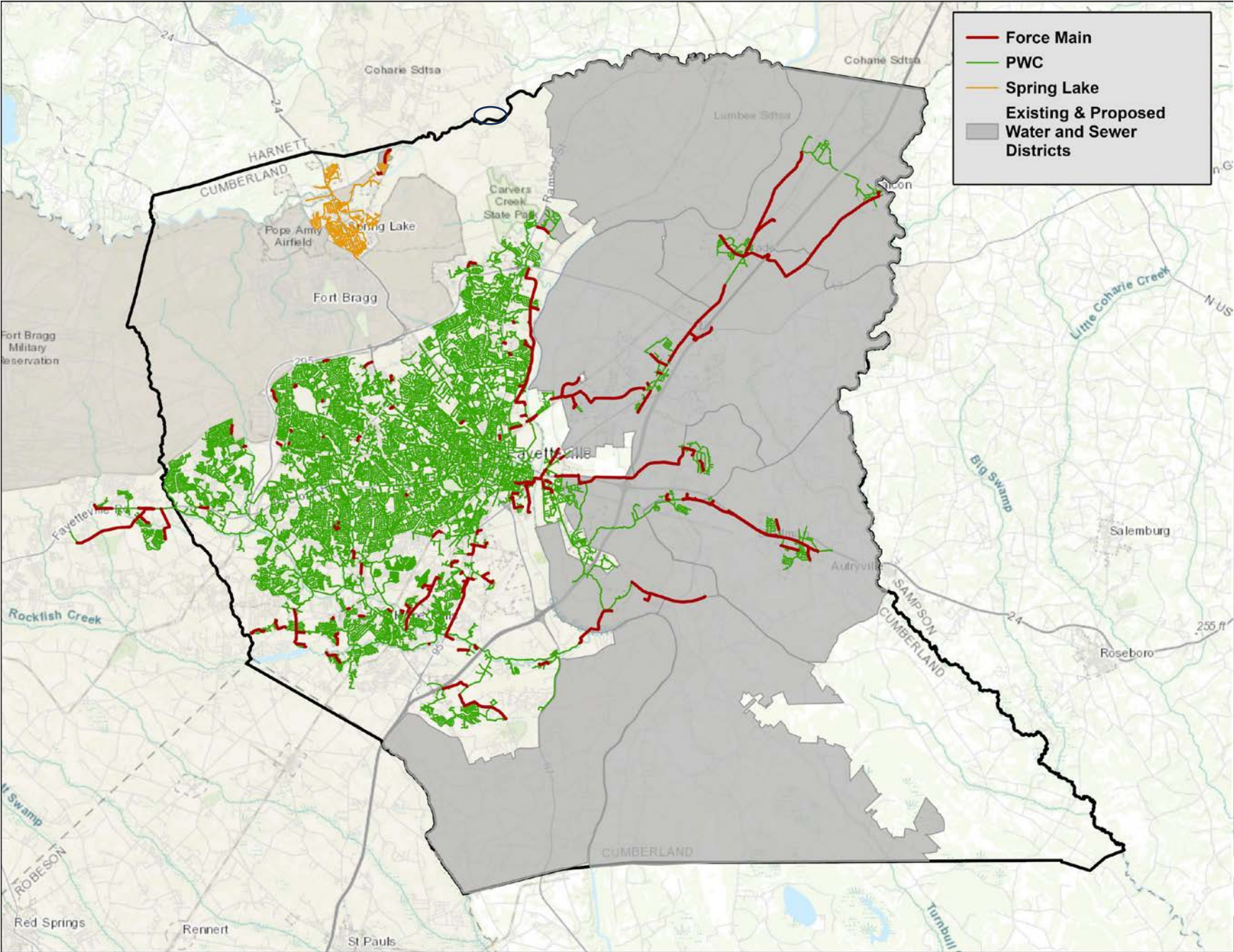


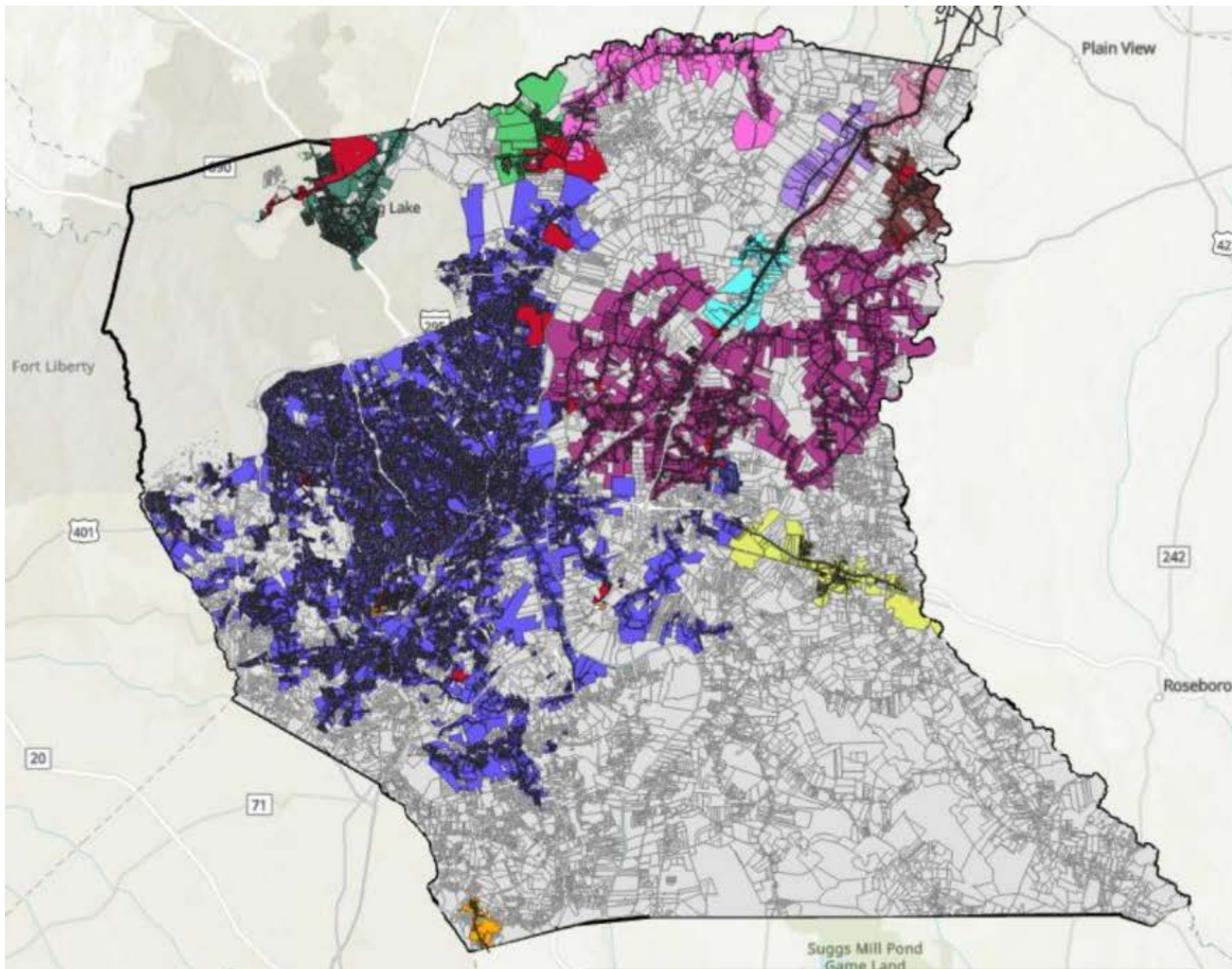
Cumberland County Water Collaboration



Sanitary Sewer Collection System

By Wastewater
Treatment
Provider





Cumberland County Water Systems

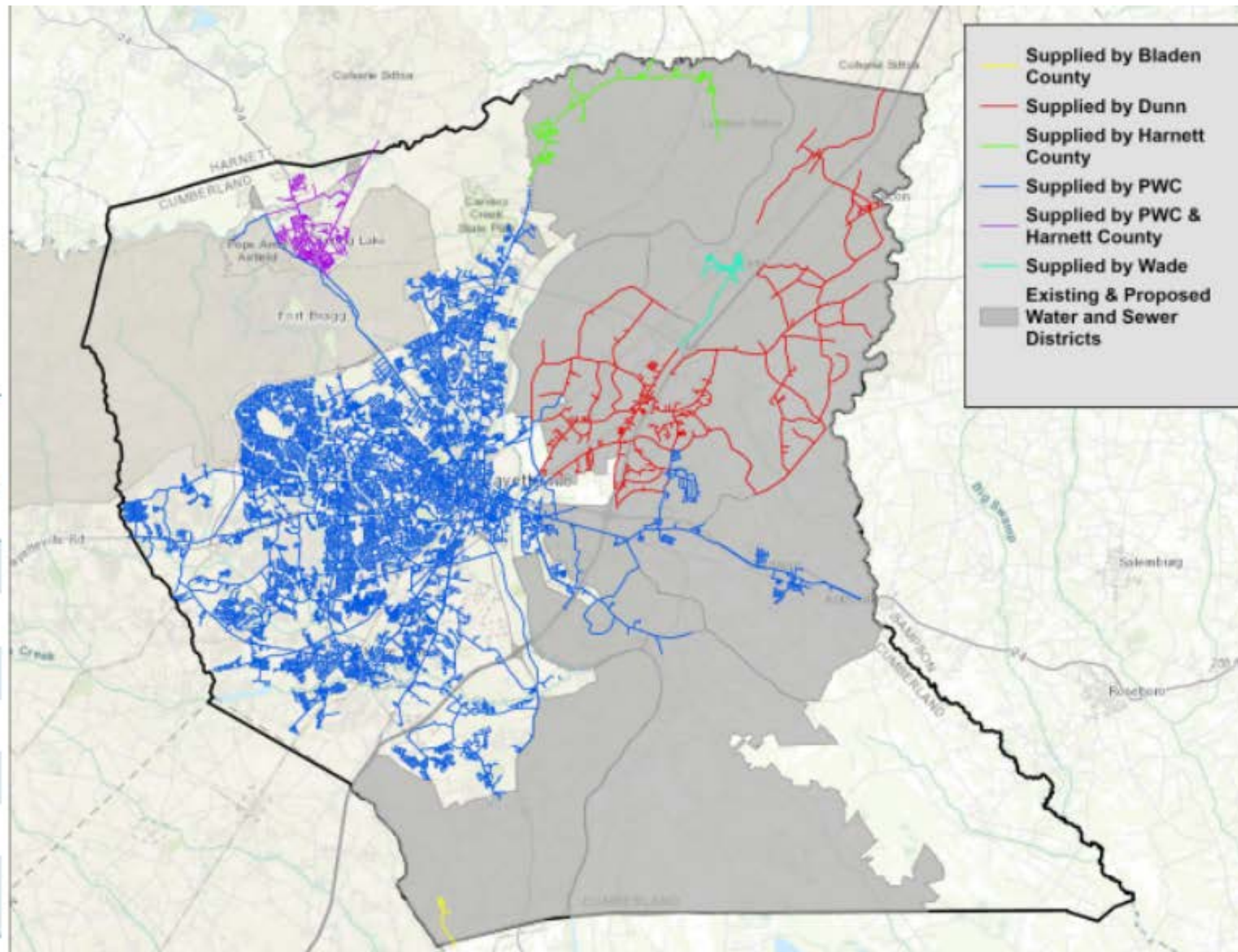
Connection

- Within 100 ft of Multiple Utilities
- Eastover
- Harnett County
- Fayetteville Private
- Fayetteville PWC
- Southpoint
- Stedman
- Spring Lake
- Falcon
- Godwin
- Wade
- Linden
- Dunn
- Not Within 100ft of Existing WDS

Drinking Water Distribution Lines

By Water Supplier

Entity	Year-Round Population Served (2023)	Source Water Provider	Designated Distressed System?
Stedman	1,705	PWC	No
Linden	2,077	Harnett County	No
Eastover	7,785	Dunn	No
Wade	835	Self	No
Falcon	714	Dunn	No
Godwin	400	Dunn via Falcon	Yes
Spring Lake	9,538	PWC & Harnett County	Yes

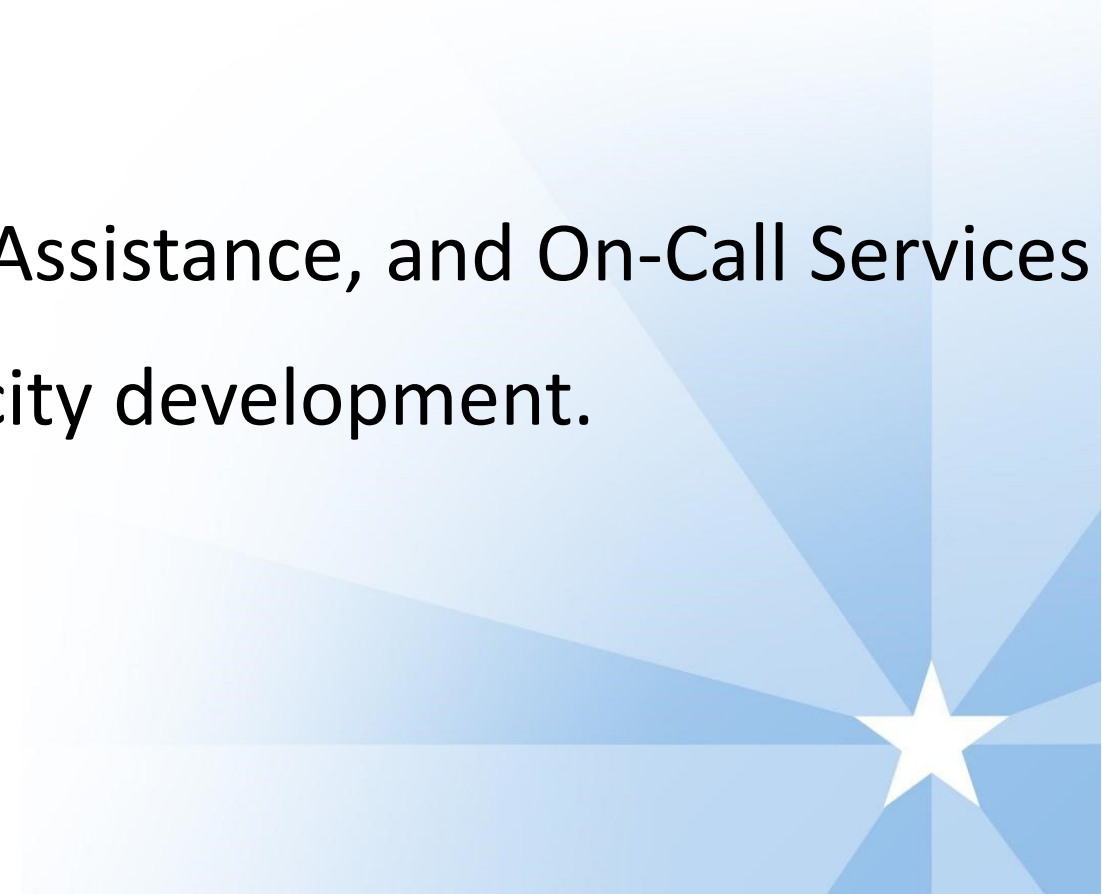


Recurring Themes

- Take advantage of economies of scale using collaborative efforts:
 - Automatic Metering Infrastructure (AMI)
 - Operation and Maintenance
 - Administrative and professional services support
- Capacity Development
- Fire Flow

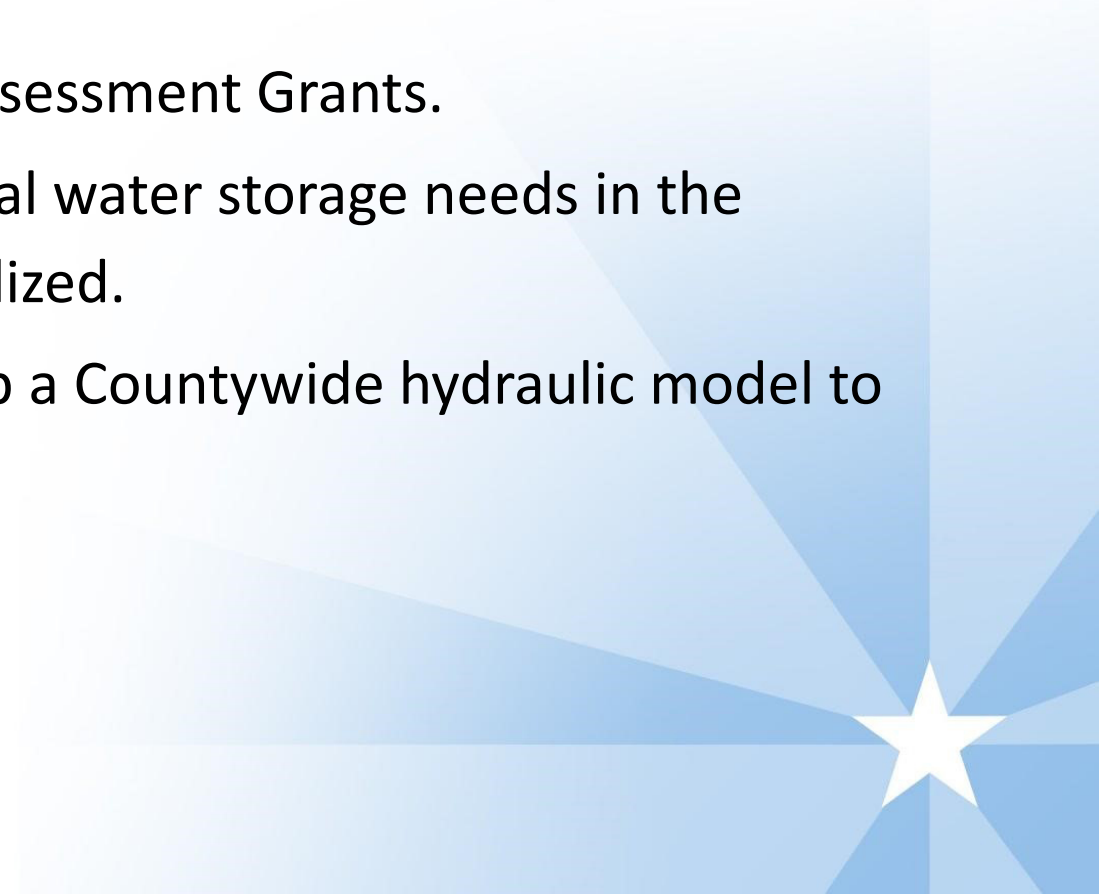


Immediate Opportunities Identified

- Northern Cumberland Interconnect with Harnett
 - Spring Lake Merger Consideration
 - County Wide AMI
 - Shared Staffing: ORC, Administrative Assistance, and On-Call Services
 - Develop a regional approach to capacity development.
- 
- A decorative graphic in the bottom right corner consisting of a white five-pointed star surrounded by several overlapping, semi-transparent blue triangles of varying shades, creating a starburst or sunburst effect.

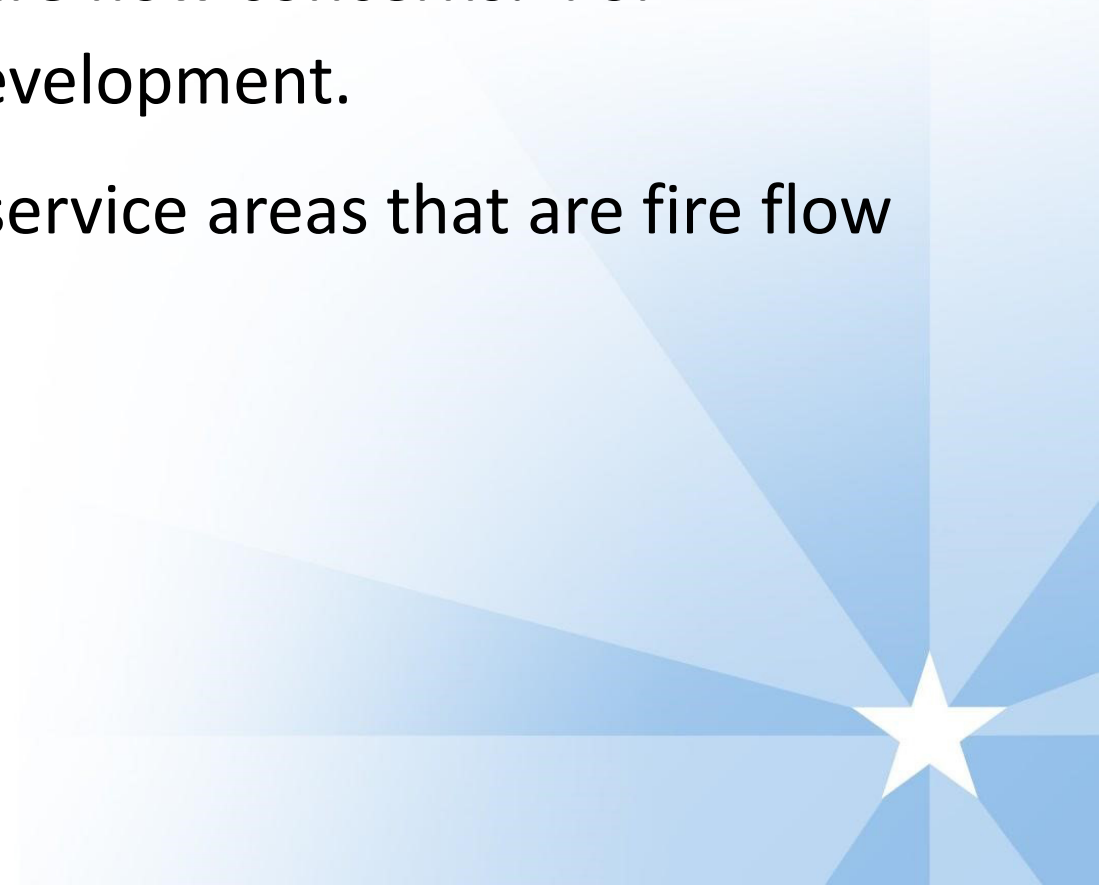
Capacity Development

- Work with Harnett on an MOU to provide additional flow in the northern part of the County. This will include a hydraulic analysis to identify improvements needed.
- Assist towns with applying for Asset Inventory Assessment Grants.
 - Identify available water storage and additional water storage needs in the County and how this storage may be regionalized.
 - Using the collected data, we can also develop a Countywide hydraulic model to look at potential interconnections.
 - Develop value for the systems.
 - Assess staffing needs.



Fire Flow

- Monitor building code adoption.
- Include provisions in the UDO to address fire flow concerns. For example, require minimum line sizes for development.
- Identify areas of the County with existing service areas that are fire flow deficient.





ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

**MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COURTNEY MCCOLLUM, JUSTICE SERVICES DIRECTOR

DATE: 6/12/2025

**SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL
FUNDING ALLOCATIONS FOR JULY 1, 2025 THROUGH JUNE 30, 2026**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): COURTNEY MCCOLLUM, JUSTICE SERVICES DIRECTOR

BACKGROUND

The Cumberland County Juvenile Crime Prevention Council (JCPC) annually submits the JCPC funding recommendations to the Board of Commissioners for approval prior to submitting them to the State Division of Adult Correction and Juvenile Justice (DACJJ) Office.

The JCPC Funding plan was approved at the May 19, 2025 Board of Commissioners meeting, however the plan has been revised since that meeting. The requests represents the revised funding allocations for FY 25-26 with the following revisions:

- * Communicare FACT and JAC have not signed their funding agreement with the state and therefore they are marked as "unconfirmed"
- * Local Cash Match and Local In-Kind match was revised for Cumberland County Dispute Resolution Program (Local cash match was increased), Fay Urban Ministries (both programs decreased the Local In-kind match), SWAT (Local In-kind match was reduced), The Group Theory (Local In-kind match was reduced), and Maggie's Outreach (Local-In-kind match was reduced).

RECOMMENDATION / PROPOSED ACTION

The Juvenile Crime Prevention Council recommends approval of the JCPC DACJJ County Funding requests

for FY 2025-2026 and that this item be moved to the Consent Agenda on the Board of Commissioners meeting June 19, 2025.

ATTACHMENTS:

Description

Type

County Funding Plan FY 25-26, Revised

Backup Material

Cumberland County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$1,119,291 Local Match: \$ \$225,499 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Total DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Cumberland County JCPC Administration	\$15,500						\$15,500	
2	Cumberland County Communicare FACT	\$233,367	\$37,339	Unconfirmed	Unconfirmed			\$270,706	14%
3	Cumberland County Communicare JAC	\$242,166	\$29,665	Unconfirmed	Unconfirmed			\$271,831	11%
4	Cumberland County Dispute Resolution Program (Teen Court)	\$103,420	\$16,547	\$2,160	\$1,977			\$124,104	17%
5	Fay. Police Dept. - Juvenile Restitution Program	\$65,795	\$10,527	\$15,951				\$92,273	29%
6	Fay. Urban Ministries - Find-A-Friend (Afterschool Program)	\$112,732	\$18,037		\$7,520			\$138,289	18%
7	Fay. Urban Ministries - Find-A-Friend (Career Readiness Program)	\$57,951	\$9,272		\$12,587			\$79,810	27%
8	SWAT - Youth & Family Services	\$113,904	\$18,225		\$10,800			\$142,929	20%
9	The Group Theory Build Your Self	\$118,433	\$18,949		\$4,738			\$142,120	17%
10	Maggie's Outreach Road to Success	\$56,023			\$11,205			\$67,228	17%
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$1,119,291	\$158,561	\$18,111	\$48,827			\$1,344,790	17%

The above plan was derived through a planning process by the Cumberland County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026.

Amount of Unallocated Funds \$0

Amount of funds reverted back to DPS

Discretionary Funds added

check type ☒ Initial plan ☐ update ☐ final

---DPS Use Only---

Reviewed by _____	Area Consultant	_____	Date
Reviewed by _____	Program Assistant	_____	Date
Verified by _____	Designated State Office Staff	_____	Date

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

 5-29-25
Chairperson, Juvenile Crime Prevention Council (Date)



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN, HEALTH DIRECTOR

DATE: 6/12/2025

**SUBJECT: INTERLOCAL AGREEMENT BETWEEN CUMBERLAND COUNTY
HEALTH DEPARTMENT AND THE CITY OF FAYETTEVILLE**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): JENNIFER GREEN, HEALTH DIRECTOR

BACKGROUND

In Fall 2024, the Health Department was awarded a three-year grant from the Bureau of Justice Assistance (BJA) Comprehensive Opioid Abuse Site-Based Program Cooperative Agreement (October 2024-September 2027). The grant supports public health efforts in local communities to improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, safe life, and reduce crime. The Health Department submitted a joint application with the City of Fayetteville Police Department and NC Harm Reduction to support:

- Expansion of the Law Enforcement Assisted Diversion (LEAD) program, a pre-booking diversion pilot program
 - Enhancement and coordination of service delivery along the Sequential Intercept Model (SIM)
 - Establishment of a Recovery Support Services Fund for clients receiving services from SIM partners
- Cumberland County Health Department will provide grant funding to the City of Fayetteville, not to exceed \$287,130 as outlined in the attached Interlocal Agreement. The City of Fayetteville will hire or appoint Fayetteville Police Department staff to support LEAD expansion and enhancement of SIM services including:
- Hiring 1.0 FTE LEAD Liaison (Crime Analyst)
 - Salary support for FPD Officers (0.38 FTE) to enhance LEAD implementation

- Active engagement in the SIM Taskforce and Cumberland-Fayetteville Opioid Response Team (C-FORT) projects and activities.

Funding shall be appropriated as follows:

FY 24-25 \$95,710.00

FY 25-26 \$95,710.00

FY 26-27 \$95,710.00

RECOMMENDATION / PROPOSED ACTION

Move to approve the Interlocal Agreement between the Cumberland County Health Department and City of Fayetteville for \$287,130 and, to be moved to the consent on the June 16, 2025 Board of County Commissioners Regular Meeting.

ATTACHMENTS:

Description

Type

Interlocal Agreement Between Cumberland County Department of Public Health and
City of Fayetteville

Backup Material

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

INTERLOCAL AGREEMENT

Approved by the Cumberland County Board of Commissioners _____

Approved by the Fayetteville City Council _____

This Agreement, made this 1st day of December 2024, by and between Cumberland County Health Department, hereinafter referred to as **HEALTH DEPARTMENT**, and City of Fayetteville, a business located at 433 Hay Street, Fayetteville, NC 28301 hereinafter referred to as **CITY**.

WHEREAS, the **HEALTH DEPARTMENT** is the lead agency for the Bureau of Justice Assistance (BJA) Comprehensive Opioid Abuse Site-Based Program Cooperative Agreement which supports public health efforts in local communities to improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, safe life, and reduce crime; and

WHEREAS, the **CITY** has represented that it can provide qualified services which will meet the needs of the **HEALTH DEPARTMENT**; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: **HEALTH DEPARTMENT** agrees to purchase and the **CITY** agrees to provide opioid abuse site-based services under the terms as set forth below and per the award letter incorporated and attached as Exhibit # 1.

TERM: The term of this Agreement shall be December 1, 2024 through, September 30, 2027 unless sooner terminated or extended by mutual written agreement. The Health Department may terminate this Agreement prior to the expiration of the above stated period if in its judgment:

- A. The **CITY** has completed all services required.
- B. The **CITY** failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the **HEALTH DEPARTMENT**.
- C. The **HEALTH DEPARTMENT** shall have given the **CITY** thirty (30) days written notice of **HEALTH DEPARTMENT's** intent to terminate this Agreement. The **HEALTH DEPARTMENT** will make all payments due the **CITY** for services rendered up to and including the date of such notice of termination.

Responsibilities of HEALTH DEPARTMENT:

- Provide grant funding not to exceed **\$287,130.00** to fund
 - 1.0 FTE LEAD Liaison (Crime Analyst) to enhance LEAD implementation and Sequential Intercept Enhancement
 - Salary support for three FPD Officers (0.38 FTE) to enhance LEAD implementation
- Develop and implement social media campaigns related to LEAD and SIM services
- Establish and implement the Recovery Support Services funds to support LEAD and SIM participants in receiving recovery support for transitional housing, food, transportation, work-related and education-related expenses, clothing, etc.
- Receive and execute referrals for Recovery Support Funds available to LEAD participants and clients of the Recovery Resource Center
- Administrative and fiscal oversight of project activities to ensure project deliverables are met, attend grant meetings, and provide oversight of project evaluation activities
- Host and facilitate bi-monthly meetings with project partners to discuss roles, responsibilities, challenges, barriers, and gaps to problem-solve
- Provide project updates and solicit stakeholder feedback during Cumberland Fayetteville Opioid Response Team meetings
- Facilitate Cumberland-Fayetteville Opioid Response Team (C-FORT) meetings
- Participate in outreach and data collection among project partners
- Conduct all project evaluation activities including data collection and data analysis
- Collect and submit data for grantor
- Attend required Bureau of Justice Assistance (BJA) grantee meetings

Funding shall be appropriated as follows:

FY 24-25 \$95,710.00

FY 25-26 \$95,710.00

FY 26-27 \$95,710.00

Responsibilities of City of Fayetteville:

- ***Law Enforcement Assisted Diversion (LEAD) Implementation***

- Recruit and hire or appoint Fayetteville Police Department Project Staff
 - 1.0 FTE LEAD Liaison (Crime Analyst) to enhance LEAD implementation
 - Salary support for FPD Officers (0.38 FTE) to enhance LEAD implementation
- Implement the LEAD program in accordance with the National LEAD Bureau's fidelity framework including
 - Schedule and support bi-weekly LEAD meetings
 - Maintain LEAD policies and procedures
 - Maintain LEAD participant data base
 - Review FPD data for referrals and follow up. Review and collect crime and crime and overdose data.
 - Provide LEAD referral training to all FPD and CCSO deputies
- Collaborate with NCHRC to receive at least 100 referrals annually and maintain an average caseload of 50 active participants
- ***Expanding Sequential Intercept Model (SIM) Services***
 - Support the development of a Sequential Intercept Map for youth and adults
 - Attend SIM Taskforce Meetings
 - FPD LEAD liaison will provide updates on crime, violence, and overdose data to the SIM Taskforce
- Participate in at least bi-monthly meetings with project partners to discuss roles, responsibilities, challenges, barriers, and gaps to problem-solve
- Contribute to the annual update of the C-FORT Resource guide and social media campaigns
- Participate in outreach and data collection among project partners
- Attend and support monthly C-FORT meetings
- Attend required BJA grantee meetings
 - As requested and appropriate, contribute data and information, to project grant reports within project deadlines
- Submit invoices to the Health Department by the 10th of each month
- Submit monthly data reporting to the Project Evaluator as outlined in Appendix A incorporated and attached as Exhibit # 2

INDEPENDENT CONTRACTOR: CITY is an independent **CONTRACTOR** and not an agent, officer or employee of the **HEALTH DEPARTMENT** and shall have no authority to act as an agent of the **HEALTH DEPARTMENT**, nor enter any Agreement for or on

behalf of the **HEALTH DEPARTMENT**. The relationship of **CITY** with the **HEALTH DEPARTMENT** is as an "independent Contractor" as that term is defined by the laws of the State of North Carolina.

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

CITY:

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

HEALTH DEPARTMENT:

Cumberland County Health Department
c/o Director
1235 Ramsey Street
Fayetteville, NC 28301

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

AGENCY AND AUTHORITY: The **HEALTH DEPARTMENT** designates its Health Director as its exclusive agent with respect to this Agreement. The Health Director is authorized, on behalf of the **HEALTH DEPARTMENT**, to negotiate directly with the **CITY** on all matters pertaining to this Agreement. The **CITY** agrees that all of its dealings with the **HEALTH DEPARTMENT** regarding this Agreement shall be exclusively with the Health Director. Further, the **CITY** specifically agrees that it shall not modify any of the services subject to this Agreement except as described in the paragraph entitled MODIFICATIONS.

ASSIGNMENT: The **CITY** shall not assign all or part of its contract rights under this Agreement, or delegate any performance hereunder, or subcontract, without first obtaining the **HEALTH DEPARTMENT'S** written approval thereof.

BENEFIT: This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. 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 now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

MERGER CLAUSE: The parties intend this instrument 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 making this Agreement other than those specifically set forth herein.

MODIFICATION: This Agreement may be modified only by a writing signed duly by the parties or their respective successors.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Contract with appropriate venue being Cumberland County.

COMPLIANCE WITH LAW: CITY agrees that its performance of this Agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, Health Insurance Portability and Accountability Act and any other applicable law.

SEVERABILITY: Should any term, duty, obligation or provision of this Agreement be found invalid or unenforceable, it shall not affect the validity of the other terms, duties, obligations, and provisions which shall remain valid and enforceable and in full force and effect.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Contract, Health Department shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Contract through and including the last day of service.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

FEDERAL CLAUSES: Federal Clauses are incorporated and attached as Exhibit 3

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

CUMBERLAND COUNTY HEALTH DEPARTMENT

BY: _____
Jennifer Green, Health Director

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

Approved for Legal Sufficiency
upon formal execution by all
parties

BY: _____
County Finance Office

BY: _____
County Attorney's Office

BY: _____
Chairman Board of
Commissioners

ATTEST: _____
Clerk to the Board

BY: _____
County Manager

CITY OF FAYETTEVILLE

ATTEST:

BY: _____
Name:
Title:

BY: _____
City Clerk | Deputy City Clerk

Approved for legal sufficiency:
BY: _____
City Attorney

Appendix A

LEAD Performance Measures

- Number of LEAD referrals
- Number of enrolled LEAD participants
- Number of connections made by LEAD staff to support services
- Number of the individuals receiving recovery support services (# of individuals housed, # receiving transportation support, # receiving educational or job attainment support)
- Number of referrals made for treatment
- Behavioral health service utilization among LEAD participants (inpatient and outpatient services, Medication for Opioid Use Disorder visits, and detox admissions)
- Number of LEAD participants who have met their program goals
- LEAD participants and community members receiving support from the Recovery Support Services fund
- Number of new arrests, citations, incarcerations, the number of individuals receiving treatment, and the number of overdoses since enrollment
- Demographics of LEAD participants (age, race/ethnicity, gender, and zipcode)

Sequential Intercept Performance Measures

- Number of community agencies actively engaging in services at each SIM intercept
- Number of criminal diversions at each SIM intercept
- Number of SIM Taskforce Meetings
- Sense of coordination and collaboration among SIM Taskforce members



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 6/12/2025

**SUBJECT: FACILITY AND LAND LEASE AGREEMENTS AND HAPPY DELI
FRANCHISE AGREEMENT**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HEATHER SKEENS, ASSISTANT COUNTY MANAGER

BACKGROUND

Assistant County Manager will provide a review of the current Facility and Land Lease Agreements.

In 2021, the County issued an RFP for vendor services in both the Courthouse and at DSS. Shana B. Yi and Jae Yong Yi (Lee), dba, Go 'N Joy Restaurant (Happy Deli) were selected. The Franchise Agreement has not been fully executed in that the prior Board Chair, Dr. Stewart did not sign the agreement. Additionally, the RFP allowed for a three year agreement with the option to extend for three years. The option to extend was not included in the agreement. The process for approving the amended franchise agreement involves two separate readings at different Board of Commissioners' meetings.

RECOMMENDATION / PROPOSED ACTION

County Management recommends the following:

- 1) Acceptance of the Summary of Facility and Land Lease Agreements.
- 2) Staff Request authority for the County Manager to sign the current Franchise Agreement with Happy Deli and that this matter be placed on the Consent Agenda for the Board of Commissioners' regular meeting on

June 16, 2025.

3) Staff request Happy Deli Franchise Agreement be moved forward as an item of business for the Board of Commissioners' regular meeting on August 11, 2025, for the first reading to amend the Franchise Agreement to include a three (3) year extension with the anticipation of a second reading, if the Board approves, at its August 25, 2025, regular meeting.

ATTACHMENTS:

Description

Lease Spreadsheet

Deli and Snack Bar Franchise RFP

Franchise Agreement 2022

Type

Backup Material

Backup Material

Backup Material

Summary of Facility and Land Lease Agreements/Contracts

County as Lessor:

Lessee	Location	Description	Effective Date	Expiration Date	Notes
Alliance Behavioral Health, Inc. & Private Provider	1632 Sally Hill Cir.	5-year term for annual rent of \$1 to operate a group home	11/1/21	11/2/26	May extend by mutual agreement
Alliance Behavioral Health, Inc. & RI International	1724 Roxie Av.	Crisis and in-patient mental health facility	7/1/19	6/31/25	Published 5/23/25
Cape Fear Amateur Radio Society, Inc.	109 Bradford Av.	Site for radio equipment and hardware for emergency communications during a disaster	7/1/23	6/30/28	
Coastal Horizons Center, Inc.	412 W. Russell St.	Offices for a NPO to provide community-based family services and Treatment Accountability for Safer Communities (TASC)	5/2/22	4/30/25	BOC meeting – June 19th
Cumberland County Civic Center Commission	Cumberland County Civic Center	Management Agreement for the multi-purpose facility	11/17/21	6/30/27 & 5 year	6/30/32
Crown Castle South, LLC	853 Technology Dr.	Land lease for cellular monopole	9/25/22	9/23/42	20-year term
Cumberland County Communicare, Inc.	109 Bradford Av.	13,994 SF of office space	7/1/21	6/30/24	Published 5/23/25
Service Source Employment Services, Inc.	600 & 620 Ames St.	Lease of structures and grounds	7/1/22	6/30/32	10-year term
Fayetteville Area Convention & Visitors Bureau, Inc.	245 Person St.	7,049 SF of office space	12/1/22	11/30/27	5-year term
Federal Aviation Administration	2721 Elizabethtown Rd. (Arnette Park)	Site for a low-level wind shear alert sensor (LLWAS)	5/1/19	9/30/39	20-year term

Happy Deli (DBA, Go N' Joy Restaurant)	117 Dick St., Lower-Level of Judge E. Maurice Braswell Courthouse	Franchise agreement for use of the snack bar/deli space	1/1/23	12/31/25	Need contract signed/ext
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Lessee	Location	Description	Effective Date	Expiration Date	Notes
State of NC – Dept of Agriculture/Forestry	109 Bradford Av.	Site for radio equipment and hardware for emergency communications	8/1/24	7/31/27	
State of NC/Dept of Health & Human Services	1225 Ramsey St.	4,326 SF of office and training room space	10/1/21	(2) 5-year ext's.; ends 9/30/31	
State of NC – Wildlife Resources Commission	Like Rim Fish Hatchery Area	Regional recreational park	7/1/95	6/30/35	30-year term
State of NC – Dept of Agriculture/Witchweed Program	301 E. Mountain Dr.	+/- 368 SF of office space for Witchweed program staff	1/1/24	12/31/26	
State of NC – Dept of Agriculture – Plant Industry	Charlie Rose Ag-Expo Center				
Vision Resource Center, Inc.	2736 Cedar Creek Rd.	Lease of structure(s) and grounds	7/1/22	6/30/25	5/23/25

County as Lessee (these agreements must be entered in Munis as formal contracts):

Lessor	Location	Description	Effective Date	Expiration Date	Notes
First Presbyterian Church of Fayetteville	Parking Lot off Person St.	Additional Courthouse parking	7/1/22	6/30/27	5 -year term

Millview Investments, LLC	2622 Hope Mills Road, Suites 100 & 102	Satellite Public Health WIC Offices/Clinic	7/25/24	8/31/27	Original lease 7/25/21
Weeks Rental Properties, LLC	2504 Raeford Rd.	1,753 SF for a DSS Family Visitation Center	1/1/23	12/31/25	DSS will do

County as Lessee – Solid Waste Enterprise Fund (these agreements must be entered in Munis as formal contracts):

Lessor	Location	Description	Effective Date	Expiration Date	Notes
Cooper, Robert E.	2210 Rich Walker Rd	Cooper Container Site	1/1/19	(1) 5-year ext.; ends 1/1/2029	
Fisher, William L.	7931 Turnbull Rd	Fisher Container Site	3/25/25	3/24/30	
Hubbard, Arthur G. – Life Estate	1066 Wade-Stedman Rd	Hubbard Container Site	5/23/19	(1) 5-year ext; ends 4/23/2029	
Hart, Cletter C.	4465 Macedonia Church Rd	JE Carter Container Site	5/1/19	(1) 5-year ext.; ends 4/30/2029	
Living Trust of Charlie Williams	5746 Kennel Rd	Williams Container Site	5/1/22	4/30/27	
Stout, Benjamin A.	9221 Giles Rd	Jernigan Container Site	8/12/23	8/11/2028	
State of NC – Nature Conservancy Property	1600 Little River Rd	Manchester Container Site	4/1/12	3/31/32	20-year term



County Administration

RFP# 23-13-ADM

Deli and Snack Bar Franchise

Date of Issue: September 16, 2022

Site Visits: September 30, 2022 (Friday) at 2:00 PM (EST) and 3:00 PM (EST)

Questions Due Date: October 4, 2022 (Tuesday) at 2:00 PM (EST)

Proposal Due Date: October 14, 2022 (Friday) at 2:00 PM (EST)

Direct all inquiries concerning this RFP to:

Lorena Santos, Purchasing Manager

Email: cumberlandpurchasing@cumberlandcountync.gov

Phone: 910-678-7743

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

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

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

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

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

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>PROPOSAL TITLE:</i> <i>RFP# 23-13-ADM Deli and Snack Bar Franchise</i> <i>Cumberland County Purchasing Office</i> <i>Attn.: Lorena Santos</i> <i>P.O. Box 1829</i> <i>Fayetteville, NC 28302-1829</i>	<i>PROPOSAL TITLE:</i> <i>RFP# 23-13-ADM Deli and Snack Bar Franchise</i> <i>Cumberland County Purchasing Office</i> <i>Attn.: Lorena Santos</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above or **before Friday, October 14, 2022 at 2:00 PM per the clock in the Finance Department**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

1. Submit **one (1) signed, original executed** proposal response, **five (5) photocopies**, and **one (1) electronic copy on flash drive**.
2. Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
3. The electronic copies of your proposal must be provided on flash drives. The files on the flash drives **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors who submit a notice of intent to bid to email **CumberlandPurchasing@cumberlandcountync.gov** will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to **CumberlandPurchasing@cumberlandcountync.gov** by **2:00 p.m. (EST) on Tuesday, October 4, 2022**. Vendors should enter “**RFP# 23-13-ADM Deli and Snack Bar Franchise: Questions**” as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 NON-MANDATORY/URGED AND CAUTIONED SITE VISITS

Urged and Cautioned Site Visit #1

Date:	September 30, 2022 (Friday)
Time:	2:00 PM Eastern Time
POC:	Tracy Jackson
Contact #:	910-323-6117
Location:	Cumberland County Courthouse, Lower Level, 117 Dick Street, Fayetteville, NC

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A non-mandatory site visit is scheduled for Friday, September 30, 2022, at 2:00 PM EST at the Cumberland County Courthouse, Lower Level, 117 Dick Street, Fayetteville, NC.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

Urged and Cautioned Site Visit #2

Date: September 30, 2022 (Friday)
Time: 3:00 PM Eastern Time
POC: Tracy Jackson
Contact #: 910-323-6117
Location: Department of Social Services, Lower Level, 1225 Ramsey Street,
Fayetteville, NC

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A non-mandatory site visit is scheduled for Friday, September 30, 2022, at 3:00 PM EST at The Department of Social Services, Lower Level, 1225 Ramsey Street, Fayetteville, NC.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal Title___ [for 'name of Vendor']". Each proposal must be for a specific set of services and must include specific pricing. If a vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered. Acceptance of alternate proposals is at the County's sole discretion.

2.6 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject

requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question-and-answer period described in Section 2.3.

If the vendor does not indicate submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject all offers.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and an award made based on consideration of the following criteria to result in an award most advantageous to the County:

1. Qualifications and Relative Experience of Firm	30 points
2. Favorable Financial Position & Cost Proposal	25 points
3. Quality and Variety of Proposed Menu	25 points
4. Proof of Adequate Insurance	<u>20 points</u>
	100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a contract if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- There is not a vented cooking hood in the kitchen area for either location.
- All cooking equipment shall contain a built-in filtration system (i.e., ventless hood) with fire suppression that meets National Fire Protection Association (NFPA) requirements.

- The current franchisee owns all non-fixed appliances and kitchen equipment at both locations and also the dining room furnishings at the Courthouse location.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

- A. EXPERIENCE:** Provide proof of at least five (5) consecutive years of experience operating a standalone restaurant or deli-type service.
- B. FINANCIAL TERMS:** Provide recent financial statements from at least three most recent years of operation.
- C. PROPOSED MENU AND PRICING:** Provide a sample menu and proposed pricing for each menu item as a part of the proposal process.
- D. PROOF OF INSURANCE:** The successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of North

Carolina, and in standard form approved by the Board of Insurance Commissioners' of the State of North Carolina, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

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

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

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

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

E. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the “Effective Date”) with a renewal option for three (3) years in one (1) year increments if mutually agreed upon by both parties, exercisable at the sole discretion of the County. The CONTRACTOR shall begin work no later than January 2, 2023.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

See also 4.2 (D) above for more information about insurance requirements.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

Proposal Number: RFP# 23-13-ADM Deli and Snack Bar Franchise

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE**: The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL:
<https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: PROPOSAL COST

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: COUNTY HOLIDAY SCHEDULE

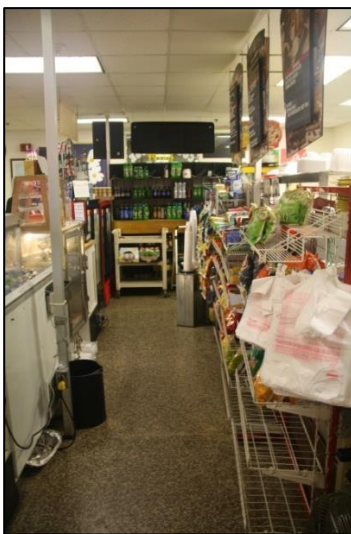
- **Martin Luther King Jr. Birthday**
16 January, 2023
- **Good Friday**
7 April, 2023
- **Memorial Day**
29 May, 2023
- **Independence Day**
4 July, 2023
- **Labor Day**
4 September, 2023
- **Veterans Day**
11 November, 2023
- **Thanksgiving**
23 November, 2023
- **Thanksgiving**
24 November, 2023
- **Christmas**
25 December, 2023
- **Christmas**
26 December, 2023
- **Christmas**
27 December, 2023

ATTACHMENT F: SUMMARY OF CURRENT FRANCHISEE'S SALES

HAPPY DELI SALES FIGURES FY21 AND FY22							
		COURTHOUSE		DSS			
		GROSS	6% PAID	GROSS	6% PAID	TOTAL PAID	
FY21							
JULY		\$9,021.32	\$541.28	\$3,847.25	\$230.84	\$772.12	
AUGUST		\$7,771.43	\$466.29	\$5,504.21	\$330.25	\$796.54	
SEPTEMBER		\$8,367.19	\$502.03	\$4,176.27	\$250.58	\$752.61	
OCTOBER		\$8,672.41	\$520.34	\$4,567.82	\$274.07	\$794.41	
NOVEMBER		\$8,220.64	\$493.24	\$4,120.46	\$247.23	\$740.47	
DECEMBER		\$7,710.34	\$462.62	\$4,494.35	\$269.66	\$732.28	
JANUARY		\$7,344.42	\$440.67	\$4,104.86	\$246.29	\$686.96	
FEBRUARY		\$9,700.53	\$582.03	\$4,073.37	\$244.40	\$826.43	
MARCH		\$10,340.28	\$620.42	\$4,568.98	\$274.14	\$894.56	
APRIL		\$10,461.54	\$627.69	\$4,787.61	\$287.26	\$914.95	
MAY		\$10,543.68	\$632.62	\$6,560.35	\$393.62	\$1,026.24	
JUNE		\$11,041.28	\$662.48	\$7,274.04	\$436.44	\$1,098.92	
			\$6,551.71		\$3,484.78	\$10,036.49	
FY22							
JULY		\$11,547.48	\$692.85	\$7,284.96	\$437.10	\$1,129.95	
AUGUST		\$10,794.37	\$647.66	\$7,525.15	\$451.51	\$1,099.17	
SEPTEMBER		\$11,142.04	\$668.52	\$7,868.71	\$472.12	\$1,140.64	
OCTOBER		\$10,476.22	\$628.57	\$7,828.98	\$469.74	\$1,098.31	
NOVEMBER		\$10,150.88	\$609.05	\$7,397.87	\$443.87	\$1,052.92	
DECEMBER		\$8,352.26	\$501.14	\$6,985.62	\$419.14	\$920.28	
JANUARY		\$8,719.38	\$523.16	\$6,267.77	\$376.07	\$899.23	
FEBRUARY		\$10,519.72	\$631.18	\$7,057.04	\$423.42	\$1,054.60	
MARCH		\$13,964.25	\$837.86	\$8,744.64	\$524.68	\$1,362.54	
APRIL		\$11,409.14	\$684.55	\$7,691.68	\$461.50	\$1,146.05	
MAY		\$11,297.20	\$677.83	\$8,390.96	\$503.46	\$1,181.29	
JUNE		\$11,934.05	\$716.04	\$8,307.75	\$498.47	\$1,214.51	
			\$7,818.41		\$5,481.08	\$13,299.49	

ATTACHMENT G: FLOORPLANS AND PHOTOS OF LOCATIONS

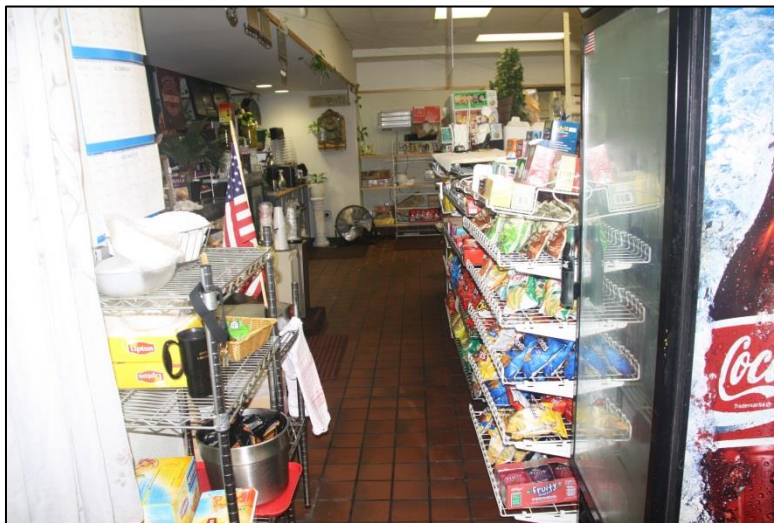
Lower Level, Cumberland County Courthouse 117 Dick Street, Fayetteville, NC



Courthouse Deli – continued



**Lower Level, Cumberland County DSS Building
1225 Ramsey Street, Fayetteville, NC**



DSS Deli – Continued



NORTH CAROLINA

COUNTY OF CUMBERLAND

SNACK BAR FRANCHISE AGREEMENT

First Reading November 21, 2022

Second Reading December 19, 2022

THIS AGREEMENT, made and entered into December 19, 2022, by and between Shana B. Yi and Jae Yong Yi (Lee), located at 304 Wagoner Drive, Fayetteville, North Carolina 28303, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY is desirous of continuing the grant of a franchise to a food services vendor for the purpose of operating a Snack Bar to provide food services to the visitors and staff of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina 28301 (Courthouse Snack Bar) and the Cumberland County Department of Social Services (DSS) located at 1225 Ramsey Street, Fayetteville, North Carolina 28301(DSS Snack Bar); and

WHEREAS, the COUNTY, through its Board of Commissioners, approved the grant of a franchise for the operation of these two snack bars to the FRANCHISEE upon a second reading at the regular meeting of the Board of Commissioners held December 19, 2022; and

WHEREAS, FRANCHISEE is a food services vendor and has operated the DSS Snack Bar as a franchisee of the County under a franchise agreement dated September 23, 2008, and the Courthouse Snack Bar as a franchisee of the County under a franchise agreement dated September 29, 2003; and

WHEREAS, FRANCHISEE desires to renew the franchises on the same terms in order to continue to provide the food services at the DSS Snack Bar and the Courthouse Snack Bar; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina, finds that FRANCHISEE has fully performed all its obligations under the franchise agreements and each renewal thereof; and

WHEREAS, the Board of Commissioners desires to renew the described franchises on the same terms and to fully re-state those terms in this franchise agreement.

NOW, THEREFORE, for and in consideration of the promises and agreements hereafter set forth and the mutual benefits to be derived by the parties, the FRANCHISEE and the COUNTY promise and agree as follows:

1. **TERM:** The FRANCHISEE shall utilize the spaces occupied by the Courthouse Snack Bar and the DSS Snack Bar for the continued operation of those Snack Bars from January 1, 2023 through December 31, 2025,

2. **AGENCY AND AUTHORITY:** The COUNTY hereby designates the County Manager as its agent with respect to this Agreement. The County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be with the County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

3. **SERVICES:**

- a. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301 and at the DSS Building, 1225 Ramsey Street, Fayetteville, North Carolina 28301 (the Snack Bars). The FRANCHISEE has provided, at FRANCHISEE'S own expense, all the construction and equipment necessary to operate these snack bars and FRANCHISEE'S construction and equipment have been approved by the COUNTY. No external signage shall be allowed.
- b. Food and drink items which are sold at the Snack Bars shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bars.
- c. The hours of operation for the FRANCHISEE to provide food services at the Snack Bars shall be weekdays from 7:30 a.m. until 3:00 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays.
- d. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
- e. Trash disposal services, convenient to the Snack Bars, shall be provided by the COUNTY.
- f. The FRANCHISEE shall operate the Snack Bars as an independent business enterprise and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.
- g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bars or any part thereof, to be used or occupied for any unlawful business use or purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance,

or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.

- h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bars as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies. Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
 - i. In its operation of the Snack Bars, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the agreement.
 - j. Only those foods that have been properly inspected by U.S. Government agencies and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.
4. **RECORD KEEPING:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
5. **FEES:** During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by each of the Snack Bars ("the Commission") with a minimum Commission of \$500.00 per month for each of the Snack Bars. The term "net sales" shall mean the gross receipts of the Snack Bars less sales tax and discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention: Finance Director; P. O. Box 1829; Fayetteville, NC 28302-1829.
6. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bars to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of each of the Snack Bars. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bars. Any natural gas service shall be provided by FRANCHISEE.
7. **MAINTENANCE:** The FRANCHISEE shall maintain, and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.

8. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable State, Federal, County and City of Fayetteville laws, ordinances, and regulations.
9. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:
 - a. Bodily Injury \$ 500,000.00 for each occurrence, and
\$1,000,000.00 aggregate
 - b. Property Damage \$ 100,000.00 for each occurrence, and
\$ 100,000.00 aggregate
 - c. Product Liability \$1,000,000.00 minimum coverage
 - d. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bars. The coverage shall meet all statutory requirements.

The FRANCHISEE shall furnish the COUNTY a certificate of insurance evidencing the coverage set out above prior to FRANCHISEE beginning any work under this franchise agreement. The FRANCHISEE hereby agrees to release and hold harmless the COUNTY from all liability for personal injury and property damage arising out of the provision of food services under this Franchise Agreement, except that which is due to the active fault or negligence of the COUNTY. The insurance policy shall cover any such liability asserted against the COUNTY and the aforesaid obligation of the FRANCHISEE to hold the COUNTY harmless.

FRANCHISEE shall not be liable for injury or damage to persons or property except those resulting from the acts or negligence of FRANCHISEE or its employees. Neither FRANCHISEE nor the COUNTY shall be held responsible or liable for any loss or damage due to fire, flood, or by insurrection or riot, or other causes which are not avoidable or beyond the control of FRANCHISEE or the COUNTY, or in any event for consequential damages.

10. **NOTICES:** Unless otherwise specified herein, any written notices to the parties shall be sufficient if sent by certified mail, return receipt requested, or hand-delivered to:

For FRANCHISEE:

Shana B. Yi
304 Wagoner Drive
Fayetteville, NC 28303
(910) 487-6919

FOR COUNTY:

Acting County Manager
PO Box 1829
Fayetteville, NC 28302-1829
(910) 678-7726
(910) 678-7726

11. **ASSIGNMENT:** The FRANCHISEE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performance hereunder, nor subcontract without first obtaining the COUNTY'S written approval.

12. **TERMINATION:** This Agreement may be terminated immediately by the COUNTY or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the contract. Either party may terminate the contract upon thirty (30) days' notice in writing to the other party. Upon the entering of a judgment of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause. Upon termination or expiration of this Agreement, FRANCHISEE will immediately remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bars or any other areas at either Courthouse or the DSS facility controlled by FRANCHISEE.

13. **MISCELLANEOUS:**

- a. The parties hereto, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty, or service that arises as a result of this Agreement. More specifically, FRANCHISEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements imposed by Federal regulations, rules, and guidelines issues pursuant to these Titles for both personnel employed and customers served.
- b. The FRANCHISEE will make no alterations or changes in the present facilities without prior approval of the COUNTY.

14. **MODIFICATIONS:** This Franchise Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

IN WITNESS WHEREOF, the FRANCHISEE and the COUNTY have caused their duly authorized officers to execute this instrument the day and year first above written, in triplicate originals, with one being retained by the FRANCHISEE, and two by the COUNTY.

[Signature Page Follows]

COUNTY OF CUMBERLAND

ATTEST:

BY: _____
~~[Current Chair]~~, Chair
Toni Stewart

BY: _____
~~[Current Clerk]~~, Clerk
Andrea Tebbe

[COUNTY SEAL]

FRANCHISEE:

Shana B. Yi

Jae Yong Yi (Lee)

ATTEST:

BY: _____
Witness

Approved for Legal Sufficiency

Prokey Z Morefitt
County Attorney
Expiration Date:



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 6/12/2025

SUBJECT: BLACK VOICE MUSEUM PROJECT CONTRACT EXPANSION AND FUNDING REQUEST

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HEATHER SKEENS, ASSISTANT COUNTY MANAGER AND ROBERT VAN GEONS, CDF

BACKGROUND

On April 18, 2022, the Board set aside \$450,000 for a proposed African American Museum in Cumberland County. These funds are held in the Preliminary Capital Category of the Capital Investment Fund in the FY24 budget. The contract with Community Development Foundation (CDF), a nonprofit corporation, is to take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a museum identified as a Black Voice and History Museum. County funding is contingent upon the City of Fayetteville also providing \$450,000 for the project budget of \$900,000. G.S. § 153A-437 requires that before an appropriation may be made for establishing or maintaining historical museums or projects, the recipient organization shall adopt and present to the county or city a resolution requesting the funds and describing the intended use of the funds.

At its meeting on January 16, 2024, the board of commissioners approved a contract with the CDF to provide services for developing the Black Voice and History Museum in downtown Fayetteville, subject to the CDF adopting and presenting to the board of commissioners the resolution required by G.S. § 153A-437 to request the funds and describe the intended use of the funds. The Resolution was adopted by the CDF Board on February 9, 2024.

Over the past six months, the Community Development Foundation has advanced the project, however they are requesting an extension of the contract to complete the project deliverables. CDF will be ready to present project deliverables in August 2025 to the Board of Commissioners.

CDF has presented invoices totaling \$548,898.82 with the County's share of \$274,449.41. These invoices have been paid. There is an additional invoice in the amount of \$6,725.37 that is being processed. CDF is requesting the County release the rest of the funds. The contract reads, *"Agency shall submit a request for funding at the start of each calendar quarter for the funds the Agency has committed or intends to spend in the quarter for which the request is made. County shall provide one-half of the total budget requested each quarter"*.

RECOMMENDATION / PROPOSED ACTION

County Management recommends the following:

- 1) Approval of the request to extend the current contract for 90-days, ending September 30, 2025.
- 2) Approval to release half of the remaining funds to CDF in accordance with the contract
- 3) Move item to consent agenda once the addendum to the contract is complete and authorize the County Manager to sign the addendum to the contract.

ATTACHMENTS:

Description	Type
CDF Contract	Backup Material
Resolution	Backup Material
Museum Presentation 2022	Backup Material
May 2025 CDF Update	Backup Material

STATE OF NORTH CAROLINA

CONTRACT FOR MUSEUM SERVICES

COUNTY OF CUMBERLAND

Approved by the Board of Commissioners March 18, 2024

THIS CONTRACT, is entered into on the last date shown by the signatures of the parties, to be effective June 6, 2024, by and between the COUNTY OF CUMBERLAND, (hereinafter referred to as "County"), and COMMUNITY DEVELOPMENT FOUNDATION, a corporation organized under the North Carolina Nonprofit Corporation Act (hereinafter referred to as "Agency").

WITNESSETH:

Whereas, April 18, 2022, County's board of commissioners set aside \$450,00 for a proposed African American Museum in Cumberland County; and

Whereas, these funds are held in the Preliminary Capital Category of the Capital Investment Fund in County's FY24 budget; and

Whereas, Agency's board of directors has adopted and presented to County the attached resolution requesting the funds and describing the intended use of the funds in accordance with N.C.G.S. § 153A-437; and

Whereas, County has agreed to fund Agency these funds for this public purpose, and in exchange for this funding Agency has agreed to perform certain services. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

1. **TERM OF CONTRACT:** This contract shall begin June 6, 2024, and end December 31, 2024, unless sooner terminated. If the services to be provided by Agency have not been completed December 31, 2024, this contract shall automatically be extended to June 30, 2025, unless Agency gives notice to County that Agency does not wish to extend it. The Cumberland County Board of Commissioners may terminate this contract at any time prior to its expiration date upon 60 days' prior written notice to Agency. In the event Agency elects not to extend this contract past December 31, 2024, or County's board of commissioners terminates this contract prior to the stated expiration date or the extension thereof, Agency shall return all unused funds to County.
2. **SERVICES TO BE PERFORMED:** Agency, in and for the consideration recited in Paragraph 3 below, shall perform those services stated in **Exhibit 1 – Scope of Services** in accordance with the budget expenditures stated in **Exhibit 2 – Project Budget**. Each exhibit is attached hereto and incorporated herein by reference. Agency shall notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking

effect. If County does not agree to the change, this contract will be terminated in accordance with Section 1 above.

3. **DELIVERABLES:** Upon completion of the Scope of Work, Agency shall provide the deliverables set forth in **Exhibit 3**, attached hereto and incorporated herein.
4. **PAYMENT:**
 - A. County will fund Agency an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the services provided by Agency during the term of this contract. The amount of County funding is conditioned on Agency securing all funding for the Project Budget set out in **Exhibit 2** with one-half of the funding to be provided by County and one-half to be provided by the City of Fayetteville. The transfer of payments from County to Agency shall be in accordance with Agency's written instructions for mailing checks to Agency or for the direct deposit of funds into Agency's account. These written instructions must be provided to County's Finance Office prior to any funds being transferred.
 - B. Agency shall submit a request for funding at the start of each calendar quarter for the funds Agency has committed or intends to spend in the quarter for which the request is made. County shall provide one-half of the total budget requested each quarter. Requests for funding shall be made to the County's Finance Office in a form approved by the County's Finance Office. Commencing with the second quarterly request, Agency must report the previous quarterly expenditures and services performed in a form that specifically shows the amount of County funds expended, the amount of City of Fayetteville funds expended, how the funds were used, that the use of the funds was within the purposes shown in **Exhibit 1**, and the progress achieved for any of the deliverables shown in **Exhibit 3**.
5. **INDEPENDENT CONTRACTOR:** Agency is a nonprofit corporation registered with the North Carolina Secretary of State and is an independent contractor. Agency is not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.
6. **ASSIGNMENT:** Agency shall not assign all or any part of its rights to receive funding under this contract, nor delegate any performance, nor subcontract any performance without first obtaining County's written approval thereof.
7. **AGENCY AND AUTHORITY:** County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Agency on County's behalf on all matters pertaining to this contract and Agency shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Agency, any modification of the terms

of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract upon approval by County's board of commissioners.

8. **NOTICES:** Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with written acknowledgment of receipt; by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email; or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

AGENCY:

Robert Van Geons
201 Hay Street, Ste 401A
Fayetteville, NC 28301
(910) 500-6464
robert@fcedc.com

COUNTY:

Clarence Grier
County Manager
P. O. Box 1829
Fayetteville, NC 28302
(910) 678-7723
cgrier@cumberlandcountync.gov

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

9. **CHANGES IN AGENCY'S STATUS:** In the event of any change in Agency's organizational structure or nonprofit status, Agency shall immediately notify the county manager.

10. **CERTIFICATION:**

- A. County, by the county manager's signature below, certifies that the funds stated in Paragraph 3 above are available for Agency's use consistent with the terms of this contract.
- B. Agency, by its officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract required to be complied with before applying for funds, and further agrees that County is not obligated to pay any funds until such requirements have been met.

11. **OTHER TERMS AND CONDITIONS:**

- A. Agency shall provide County with a report prepared by independent auditors in accordance with County's agreed upon procedures, and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending during any term of this contract. The report shall specify whether County's funds were used exclusively for those purposes stated in Exhibit 1. The report shall specify any exceptions and the amounts thereof. Agency acknowledges that County's agreed upon procedures may not be determined upon the commencement of this contract. The audit report shall be delivered to the county manager no later than ninety (90) days after Agency's fiscal year end.
- B. Upon execution of this contract, Agency shall provide County the following documents:

- (i) a copy of its latest financial statement, to include a balance sheet as of the end of its most recent fiscal year and a statement of operations for that year;
 - (ii) a copy of Agency's most recently filed IRS Form 990, Form 990-EZ, or its Form 990-N submittal confirmation; and
 - (iii) a copy of the declarations pages or certificates of insurance for general liability and worker's compensation insurance policies maintained by Agency
- C. If the county manager deems it necessary or appropriate, Agency agrees that County may make an internal audit of Agency's books or records to assess Agency's then-current financial condition.
- D. Upon the termination of this contract, Agency shall return all unused funds, if any, to County.
- 12. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of Agency's services described in **Exhibit 1** is authorized by N.C.G.S. § 153A-437.
- 13. **E-VERIFY.** As a condition of payment for services rendered under this contract, Agency shall comply with the E-Verify compliance requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Agency performs any services described in **Exhibit 1** through a subcontractor, Agency shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Agency shall verify, by affidavit, compliance of this section upon request by County.
- 14. **IRAN DIVESTMENT ACT CERTIFICATION.** As of the effective date of the Final Divestment list created by the State Treasurer pursuant to N.C.G.S § 147-86.58, Agency certifies that is not on that list. Agency's officer signing this contract further certifies that he or she is authorized by Agency to make the foregoing statement.
- 15. **ATTACHMENTS:** Agency shall provide the following documents which are attached to this contract and incorporated herein by reference:
 - A. **Exhibit 1 -- Scope of Work**, describing the services or purposes for which County funding will be used.
 - B. **Exhibit 2 - Project Budget**, describing the specific expenditures of County funds.
 - C. **Exhibit 3 - Deliverables**, describing the outcomes of completing the scope of work.

[signature page follows]

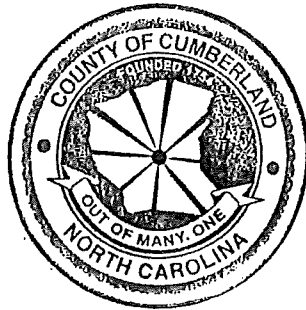
IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each signature by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST:

BY: Andrea Tebbe
Andrea Tebbe, Clerk to the Board

BY: Clarence Grier
Clarence Grier, County Manager
Date Signed: 6/6/24



COMMUNITY DEVELOPMENT FOUNDATION

ATTEST:

BY: John McCauley
John McCauley, Chairman
Board of Directors

BY: Robert M. Van Geons
Robert M. Van Geons, Agent
Date Signed: 5/31/24

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

B. H.
County Finance Officer

Approved for legal sufficiency
upon execution by the parties.

Rickey Z. Monfils
County Attorney

EXHIBIT 1 – SCOPE OF WORK

Black Voice and History Museum

Community Development Corporation will take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a Black Voice and History Museum, to be located in Downtown Fayetteville, including but not limited to the following Scope of Work:

1. Establish a Project Leadership Team consisting of Agency's Chief Operating Officer, one member appointed by the City of Fayetteville, and a third member appointed by Cumberland County. The Project Leadership Team shall provide direction, recommendations and guidance to the Project Implementation Director and contracted service providers. Additionally, the Project Leadership team shall review and approve all invoices, contracts, and agreements prior to execution or payment.
2. Conduct community and stakeholder outreach, which is anticipated to include individual interviews with key community members, vision workshops with key stakeholders, public meetings, and digital engagement.
3. Establish an academic advisory board and a community advisory board to provide advice, ideas, and counsel to the development team.
4. Organize virtual tours of comparable museum projects, such as the International African American Museum in Charleston, South Carolina.
5. Complete a museum feasibility and economic impact analysis study.
6. Produce initial museum building pre-design ideas and initial building/space programming based on outreach efforts.
7. Collaborate with other current Downtown Fayetteville projects, such as the Crown Event Center and the Market House re-purposing, so project teams are aware of the efforts of all projects.
8. Develop a proposed job description for the museum Executive Director.
9. Create an early concept image of the museum.
10. Deliver a proposed business plan and funding plan.
11. Provide visionary leadership: A nationally prominent architect and urban planner will guide the entire rethinking of downtown Fayetteville and produce architectural and design concepts for the Black Voice Museum, Chesnutt Plaza and the integration of the Historic Downtown area and current Fayetteville Corridor Projects.

EXHIBIT 2 – PROJECT BUDGET

Black Voice and History Museum

Revised Budget Option: October 12, 2023		
Initial Grant:		
Discovery & Visioning		
\$	150,000	MBP Owner's Representative (hourly, not to exceed)
		Owner Support/Advisor for cost, schedule and management
		Stakeholder and Engagement Consultant (community outreach coordinator)
		Gensler
\$	220,000	Owner Support/Advisor for content, consultant coordination and task management (hourly, not to exceed)
		Update Fayetteville Urban Design Plan (lump sum)
		Museum Pre-Design and Programming (lump sum)
\$	125,000	Stakeholder and Community Outreach (hourly, not to exceed)
		Mini-Summits (Optional)
\$	34,000	Estimated Direct Expenses
		Supporting Consulting Services for BVH Museum (allowances)
\$	75,000	Feasibility/Economic Impact/Right Sizing/Visitation Projections
		Business Planning/Operational planning (Museum)
		Strategic Planning
		Interpretive planning concepts/visitor experience plan
		Architectural planning and concept development
		Cost estimating/modeling
		Documenting Museum Development Process
		MEP engineering programming support
		Conceptual Design
\$	150,000	Discovery and Visioning
		Planning
		Develop Museum Concept
		Benchmarking site visits (allowance one week full team)
		Comparable sites to be identified
\$	100,000	Administrative Costs for project development (allowances)
		Legal (FCW allowance)
		Historian's stipend (historiographers)
		K-12 Educational Programs
		Staff and Board
		Beta Space for Outreach and Planning Showroom (allowance)
		Rent and Operations (annual expense) This could be a donated space
		Design and construction
		Staffing (annual expense)
		Supporting Consulting Services for Historic Fayetteville Core (allowances)
		Traffic Study and Parking Update
		Landscape/Civil Engineering Master Plan/Development
		Interpretive Masterplan
		Cost Estimating
		Sitewide survey
		Exhibit Design Development (schematics)
\$	35,100	Owners Contingency (planning reserve)
		Museum Design (allowances)
		Museum Site Survey
		Museum Environmental and Geotech reports
		Museum Schematic Design Estimate (A/E and Exhibit Design)
\$	109,000	Consultant & Expense Subtotal (Excluding Gensler and MBP)
\$	10,900	Consultant/Expense Markup (10%) for insurance, accounting and invoice processing
\$	900,000	INITIAL GRANT (DESIGN) FIXED BUDGET TOTAL

EXHIBIT 3 – DELIVERABLES
Black Voice and History Museum

1. Results of Community Engagement: A consolidated summary of all interviews, public engagement, comments, and findings.
2. Museum feasibility and economic impact analysis study.
3. Initial building/space programming ideas and results of pre-design work.
4. Early concept image of the museum.
5. Proposed job description for museum Executive Director.
6. Proposed business plan and funding plan.
7. Detailed inventory of local Black History assets, artifacts, knowledge keepers and chronological listing of prominent events.

RESOLUTION TO THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS REQUESTING FUNDING TO PURSUE THE ESTABLISHMENT OF THE BLACK VOICE AND HISTORY MUSEUM

WHEREAS, The Community Development Foundation (CDF) believes our community would greatly benefit from a world-class center dedicated to the exploration and celebration of the Black Voice in America, preliminarily called the Black Voice and History Museum; and

WHEREAS This project would further the transformation of downtown Fayetteville, expand area economic activity, provide educational programming, support racial reconciliation, foster extensive community engagement, and elevate our community as a thought leader within the DC – Charleston Civil Rights History Corridor; and

WHEREAS, The CDF is an independent 501(c)(3) organization that promotes economic development in Fayetteville and Cumberland County; and

WHEREAS, The County and the CDF recognize that the area is uniquely positioned to create a national model for a Community's reconciliation with race and how its Black History is shared; and

WHEREAS, On April 18, 2022, the Board of County Commissioners set aside \$450,000 to support the Project Scope of Work, hereto attached, which includes community engagement, preliminary conceptual design, and general feasibility of the project identified as a Black Voice and History Museum; and

WHEREAS, County Funding is contingent upon the City of Fayetteville also providing \$450,000 for the project budget of \$900,000; and


WHEREAS, Robert Van Geons, COO of the Community Development Foundation (CDF) has the authority to sign contracts and submit payment requests on behalf of the organization; and

NOW, THEREFORE, Be it resolved by the Community Development Foundation (CDF), in compliance with G.S § 153A-437, that a request has been made for the County provide the funding in the amount of \$450,000 to pursue the establishment of the Black Voice and History Museum as described above and in the attached documentation.


Adopted by the CDF Board this, the 9th day of February, 2024.

COMMUNITY DEVELOPMENT FOUNDATION

BY:


John McCauley, Officer
Community Development Foundation

ATTEST:


Robert M. Van Geons, COO
Community Development Foundation

ATTACHMENTS:

Exhibit 1 - Scope of Work
Exhibit 2 - Project Budget
Exhibit 3 - Deliverables

Concept in Development

April 14, 2022

An Evolving Conversation

We have a unique opportunity to tell Black American History with Fayetteville at the center.



Theme of Black History & Black Voice

Black History Museum

Market House

Historic Downtown

Existing Memorial

Corridor Projects

Story Collection & Black Fine Arts Consortium

History

Voice

Authors

Theater

Music & Spoken Word



Community Engagement

Black History in Fayetteville

Charette & SPIRIT Recommendations

Advisory Board

Key Groups & Individuals

Media

Development Plan

Pascale Sablan, FAIA, NOMA,
LEED AP

Adjaye Associates

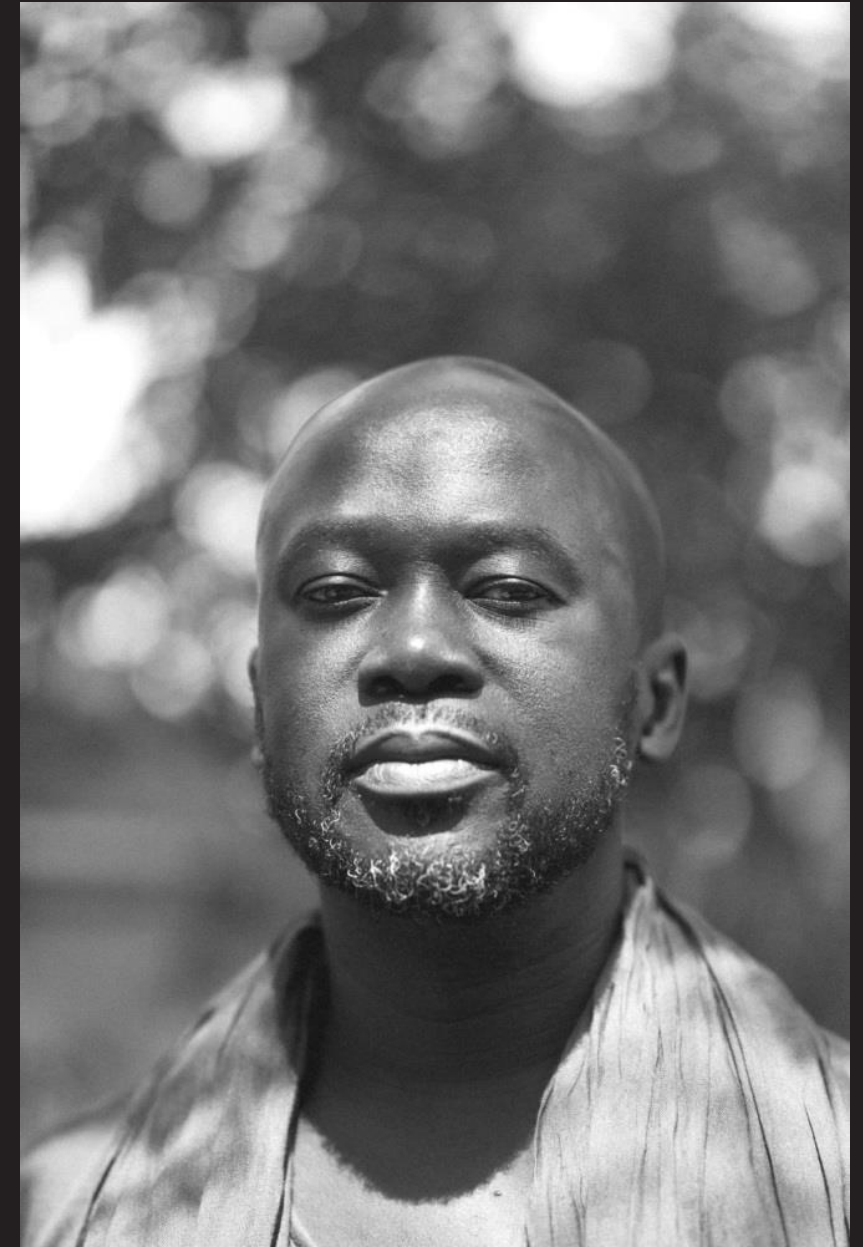


About Sir David Adjaye OBE

Sir David Adjaye OBE is an award winning Ghanaian-British architect known to infuse his artistic sensibilities and ethos for community-driven projects. His ingenious use of materials, bespoke designs and visionary sensibilities have set him apart as one of the leading architects of his generation.

The firm's work ranges from private houses, bespoke furniture collections, product design, exhibitions, and temporary pavilions to major arts centers, civic buildings, and master plans.

His largest project to date, The National Museum of African American History & Culture in Washington, DC opened on the National Mall in Washington DC in 2016 and was named Cultural Event of the Year by The New York Times.



DOCUMENTATION OF PROCESS

David Adjaye with team in Accra Studio



Construction of precast facade panels for 130 William in New York



David Adjaye at the The Martyrs Memorial Ground breaking Ceremony in Niamey



David Adjaye engaging with local residents and community organizations



David Adjaye at site for Newton Enslaved Burial Ground in Barbados



Community engagement meeting featuring Pascale Sablan presenting to local stakeholders



Staff development and site visit of 130 William in New York



Pascale Sablan speaking to students as part of community engagement efforts



Meeting with local agency representatives for the Winter Park Library & Events Center

Partners Waiting to Engage & Be Engaged

Lonnie Bunch

Ford Foundation

Arizona State (Dept. of
English)

Duke University (Center for
Documentary Studies)

Ayanna Thompson

Fayetteville State University

Clark Construction

David Dodson

Museum Curators, Archivists
& Documentarians

Former Mayors & Leaders

The Process

Engage The People

Create a Plan

Collect Compelling Stories

Become a National Leader

Produce Conceptual Designs



What does it take to move forward?

Budget

A)	\$400,000	Architectural and Urban Design Services/Project Visioning	2022-23
B)	\$180,000	Project Implementation & Community Engagement Director	2022-23
C)	\$90,000	Project Coordinator	2022-23
D)	\$130,000	Contracts for Project History Team (4 part time)	2022-23
E)	\$15,000	Community Charette	2023
F)	\$80,000	Administrative, Accounting, Auditing, and Office Expenses.	2022-23

\$ 895,000

TOTAL PHASE ONE (DESIGN) FIXED BUDGET

The Conclusion is in Our Hands

The story of Fayetteville's Black Community will be told with
reverence.....

May 2, 2025

Black Voices Museum Project (BVM) – May 2025 Update
Request for Disbursement of Funds and 90-day extension

Executive Summary:

Over the past six months, through the efforts of project volunteers and the professional services of consultants from Gensler and MBP, the CDF has advanced the approved scope of work for the Black Voices Museum Project (BVM). Effectively engaging the community to solicit insights, ideas, and recommendations, the BVM team has:

- Conducted personal interviews and stakeholder meetings with individuals, institutions and potential funders
- Launched a dedicated project website www.blackvoicesmuseum.com
- Continued to gather feedback through a [Community Survey](#)
- Hosted three community input sessions with a combined attendance of 60 attendees
- Developed preliminary renderings based on the input received, which are now complete and ready for presentation
- Promoted the project at events including the MLK Breakfast, Umoja Kwanzaa Celebration, Dogwood Festival, and more.

By August, after the Commissioners return from their July break, we will be ready to present our findings, which will include:

- Conceptual external and internal renderings
- Estimated Construction Costs
- Economic Impact Study and Business Plan
- Fundraising Model
- Establishment of 501 c (3)

To date, (CDF) in Fayetteville, NC, has disbursed \$186,520.02 of the initial \$225,000 received from the City of Fayetteville. Additionally, Gensler and MBP have completed \$362,378.80 of work, for which payment is now due. Detailed invoices are attached hereto, with a total of \$548,898.82 of work having been completed.

At this time, we respectfully request that **Cumberland County release the full \$450,000** approved to be allocated according to the proposed budget.

Please accept this as an update to our previous requests for payment. All invoices have been reviewed and approved for payment by Robert M. Van Geons and Michael Gibson. Any unspent funds will be returned upon completion, unless otherwise directed by the City and County.

While we had anticipated the project being complete by June 30th of this year, in order to allow time for the final deliverables to be completed and presented with adequate time for review, **we are respectfully requesting a 90-day extension** for this project through September 30th, 2025.

Supported by FCEDC Staff we have administered project management and coordinated outreach events. The MBP team has facilitated all project meetings, maintained well-structured documentation, and

ensured seamless communication within the team. Gensler has provided comprehensive task management services, including overseeing engagement efforts, coordinating museum planning activities, and guiding the development of concept designs.

I certify that the request of \$450,000 accurately reflects the agreed upon funding amount in accordance with the approved budget and scope of work.

Robert M. Van Geon

CDF/FCEDC

5/2/25

Date

Current Status of Work Completed and Expenses

	Budget (Original)	\$ spent	% spent
Initial Grant Total	\$ 900,000		
Stakeholder and Community Outreach (Gensler)	\$ 125,000	\$ 124,038	99%
Museum Feasibility/Economic Impact Study (Gensler)	\$ 75,000	\$ -	0%
Initial Conceptual Design (Gensler)	\$ 150,000	\$ 146,813	98%
Project Management/Administration (MBP)	\$ 150,000	\$ 102,032	68%
Gensler subconsultant coordination, and Gensler task management (Gensler)	\$ 220,000	\$ 171,305	78%
Estimated Direct Expenses	\$ 34,000	\$ 4,712	14%
Direct Expenses - MBP			
Direct Expenses - Gensler			
Consultant/Expense Markup (Gensler)	\$ 10,900	\$ -	0%
Owner's Administrative Costs (FCW)	\$ 100,000	\$ -	0%
Owner's Contingency (FCW)	\$ 35,100	\$ -	0%
	\$ 900,000	\$ 548,899	61%

Expenses to Date

As of January 30, 2025, the Community Development Foundation has disbursed \$186,520.02.

Invoice Number	Date Received	Amount Paid	Payee
1139229R	9/23/24	\$46,950	Gensler
532613	9/27/24	\$8,356.26	MBP
532887	10/11/24	\$13,587.57	MBP
1145843	10/11/24	\$47,612.50	Gensler
1148143	11/4/24	\$32,479.69	Gensler
1152776	12/10/24	\$23,573.56	Gensler
533980	1/13/25	\$13,960.45	MBP

This leaves an outstanding balance of \$362,378.80. Of this amount, \$67,560.61 is payable to MBP, and \$294,818.19 to Gensler as of April 29, 2025.

Invoice Number	Date Received	Amount Due	Payee
533165	11/12/24	\$20,101.86	MBP
533599	12/11/24	\$8,640.00	MBP
534432	2/13/25	\$19,484.64	MBP
1156528	1/10/25	\$27,097.10	Gensler
1160335	2/25/25	\$27,839.38	Gensler
534815	3/13/25	\$8,211.70	MBP
1167291	3/21/2025	\$121,923.68	Gensler
535033	4/8/2025	\$11,122.41	MBP
1169064	4/24/25	\$117,958.03	Gensler

Invoice submitted to CDF				Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Month work is invoiced				Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Month work is performed				Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
	Budget (Original)	\$ spent	% spent								
Initial Grant Total	\$ 900,000										
Stakeholder and Community Outreach (Gensler)	\$ 125,000	\$ 124,038	99%	\$22,175.00	\$14,437.50	\$ 18,362.50	\$16,012.50	\$14,900.00	\$10,400.00	\$ 18,137.50	\$ 9,612.50
Museum Feasibility/Economic Impact Study (Gensler)	\$ 75,000	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Conceptual Design (Gensler)	\$ 150,000	\$ 146,813	98%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,325.00	\$ 65,787.50	\$79,700.00
Project Management/Administration (MBP)	\$ 150,000	\$ 102,032	68%	\$ 8,356.25	\$13,587.57	\$ 20,085.88	\$ 8,640.00	\$13,960.45	\$18,862.78	\$ 8,126.70	\$10,412.50
Gensler subconsultant coordination, and Gensler task management (Gensler)	\$ 220,000	\$ 171,305	78%	\$24,775.00	\$33,175.00	\$ 14,075.00	\$ 7,175.00	\$11,750.00	\$15,675.00	\$ 36,205.00	\$28,475.00
Estimated Direct Expenses	\$ 34,000	\$ 4,712	14%	\$ -	\$ -	\$ 58.17	\$ 386.06	\$ 447.10	\$ 1,061.24	\$ 1,878.68	\$ 880.44
Direct Expenses - MBP				-	-	\$ 15.98	-	-	\$ 621.86	\$ 85.00	\$ 709.91
Direct Expenses - Gensler				-	-	\$ 42.19	\$ 386.06	\$ 447.10	\$ 439.38	\$ 1,793.68	\$ 170.53
Consultant/Expense Markup (Gensler)	\$ 10,900	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Owner's Administrative Costs (FCW)	\$ 100,000	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Owner's Contingency (FCW)	\$ 35,100	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 900,000	\$ 548,899	61%								



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

**MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: FAITH PHILLIPS, ASSISTANT COUNTY MANAGER/ LIBRARY
DIRECTOR**

DATE: 6/12/2025

SUBJECT: AGRICULTURAL ASSISTANCE POLICY

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): FAITH PHILLIPS, ASSISTANT COUNTY MANAGER; LISA CHILDERS,
COOPERATIVE EXTENSION DIRECTOR**

BACKGROUND

In response to a commissioner request, Cooperative Extension Director Lisa Childers developed a policy for an Agricultural Business Assistance Program. The State of North Carolina has expressed a policy to foster the growth, development and sustainability of family farms. N.C.G.S. Section 106-735(b). Furthermore, a county is authorized, pursuant to N.C.G.S., Section 160D-1311 (a) (2) to expend funds for programs to support the employment of persons with low and moderate income. The program will help mitigate the impacts of weather disaster events, increased input costs and falling commodity prices that have affected county farmers. Funding provided by the program will ensure farm productivity and assist economically challenged individuals, by requiring the hiring or retention of at least on full-time equivalent low to moderate income employee.

The attached policy was reviewed at the Board of Commissioners Policy Meeting on May 6, 2025. The Policy Committee recommended approval of the policy related to the Agricultural Business Assistance Program and recommended moving the policy with an attached funding request of \$1,000,000.00 (1 million dollars) to the June 2, 2025, ARP Committee Meeting. The ARP Committee approved the funding request in the amount of \$1,000,000.00 and approved the policy to be placed on the June 12, 2025, Board of Commissioners Agenda

Session Agenda as a Consideration of an Agenda Item.

This item was brought to the June 5, 2025 Finance Committee to ensure compliance with established Board of Commissioners Committee procedures for the associated budget ordinance amendment. The Finance Committee approved the attached policy, funding in the amount of \$1,000,000.00 (1 million dollars) from Freed-Up Capacity, and the associated budget ordinance amendment #B250008 and recommended the item to be placed on the June 12, 2025 Board of Commissioners Agenda Session as Consideration of an Agenda item.

RECOMMENDATION / PROPOSED ACTION

County Management recommends the following:

- 1) Approve funding as recommended by the ARP Committee and Finance Committee for \$1,000,000.00 from Freed-up Capacity Funds
- 2) Approve the associated budget ordinance amendment #B250008
- 3) Place items on the Consent Agenda for the June 16, 2025 Board of Commissioners Regular meeting.

ATTACHMENTS:

Description	Type
Agricultural Business Assistance Policy	Backup Material

The following policy was originally adopted on _____ 2025 by the Board of Commissioners.

Cumberland County

Section I – Board Approved Policies

Subsection 10: _____

Policy No. _____

1.0 PURPOSE

Cumberland County has approximately 130 farms, ranging in size and production. With over 59,000 acres harvested annually, the county has a viable and diverse agricultural industry. Some major crops produced include soybeans, corn, cotton hay, wheat and tobacco. Livestock production includes poultry, swine and cattle. The State of North Carolina has expressed a policy to foster the growth, development and sustainability of family farms. N.C.G.S. Section 106-735(b). Furthermore, a county is authorized, pursuant to N.C.G.S. Section 160D-1311(a)(2), to expend funds for programs to support the employment of persons with low and moderate income. In an effort to assist both county farmers and persons with low and moderate income, the Board of Commissioners has approved allocating funds to establish an Agricultural Business Assistance Program. The program will help mitigate the impacts of weather disaster events, increased input costs and falling commodity prices that have affected county farmers. Funding provided by the program will ensure farm productivity and assist economically challenged individuals, by requiring the hiring or retention of at least one full-time equivalent low to moderate income employee.

2.0 SCOPE

Funding for the program will be made available by Freed-Up Capacity Dollars and will be administered by the Cumberland County Cooperative Extension Office as directed by the Board of Commissioners. The goal is to provide up to \$50,000 in financial assistance to for-profit agricultural businesses that have faced economic hardship due to the impacts of weather disaster events, increased input costs and falling commodity prices. For the purpose of this program, Cumberland County has defined an agricultural business as a farm that is established with the Internal Revenue Service and has filed a current form FSA-578, and employs less two hundred and fifty (250) full –time equivalent individuals (FTEs) which may include the owner.

For the purposes of this program, applicants are permitted to request funds to be reimbursed for:

- Payroll, which includes wages, benefits and associated payroll taxes.

Funds under this Program may not be used for any purpose other than reimbursement of payroll.

The agricultural business must have been in operation on or before March 3, 2021.

3.0 STATEMENT OF POLICY

For-profit agricultural businesses operating within Cumberland County employing no more than two hundred-fifty (250) FTEs are eligible for funding via the program, if the business:

- (a) Employs a low to moderate income individual, being those full-time equivalent positions paying less than or equal to \$37,350.00;
- (b) Possess the capacity to be successful with the use of the program funds.
- (c) Have filed a valid form FSA-578 and possess a valid tax identification number (EIN) or Social Security Number (SSN) for sole proprietors;
- (d) Be registered and in good standing with the North Carolina Secretary of State if the business is a corporation, limited liability company or limited partnership;
- (e) Is Not in bankruptcy;
- (f) Is current with property taxes and any fees that are collected with property taxes, or have a payment plan in place with the tax administrator;
- (g) Maintains a policy of general liability insurance with at least as much coverage as the amount of funding received from the program;
- (h) Complies with Cumberland County Policy No. 3-11: Conflict of Interest;
- (i) Have employees with wages reported with a W-2 or Form 1040 Schedule C for sole proprietors; and,
- (j) Maintains employment of at least one full-time equivalent low to moderate income employee for one year after the first receipt of assistance under the program.

4.0 IMPLEMENTATION

A contractual relationship will be established between the County and the agricultural business to ensure compliance with county, state and federal guidelines.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GARRY CRUMPLER, INTERIM EMERGENCY SERVICES DIRECTOR

DATE: 6/6/2025

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF
EDUCATION AND CUMBERLAND COUNTY EMERGENCY SERVICES**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): GARRY CRUMPLER, INTERIM EMERGENCY SERVICES DIRECTOR

BACKGROUND

Cumberland County Schools (CCS) Career and Technical Education Program is launching an Emergency Management Program to help increase the number of trained Emergency Management personnel across the state. The program will follow curriculum guidelines established by the Emergency Management Institute (EMI) and the Federal Emergency Management Agency (FEMA).

To support the program's development and effectiveness, CCS is seeking to establish a Memorandum of Understanding (MOU) with the County. This partnership would provide access to subject matter expertise and operational support. There is no monetary obligation or mandated time commitment required from County Emergency Management staff.

Modeled after the Fire Services Program at E.E. Smith High School, the Emergency Management Program will engage local Emergency Management personnel to support the program in several ways. Staff involvement will include attending meetings to discuss program outcomes and areas for improvement, providing access to specialized equipment, and assisting instructors as needed.

This item was presented to the Policy Committee on June 5, 2025, and the committee approved placing it as an

Item of Business for the June 12, 2025, Agenda Session.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services recommends approval of the Memorandum of Understanding (MOU) between Cumberland County Schools and the County and further recommends that the Chairman of the Board be authorized to execute the agreement.

ATTACHMENTS:

Description

MOU Between CC BD of Ed and CC ES

Type

Backup Material

Memorandum of Understanding

Between

Cumberland County Board of Education

and

Cumberland County/Emergency Services

I. Purpose

The purpose of the Emergency Management programs is to provide enhanced Career and Technical Education opportunities and to provide well trained individuals for careers in emergency management operations in Cumberland County.

This Memorandum of Understanding (MOU) is to identify the roles of this collaborative relationship as they relate to providing high school students the opportunity to participate in Emergency Management classroom training.

II. Responsibilities

A. Cumberland County Schools (CCS):

1. Provide a certified classroom Emergency Management instructor.
2. Provide the necessary instructional facilities.
3. Provide the necessary instructional materials, supplies, and equipment.
4. Provide insurance that will cover the students and instructor(s) in case of an accident or civil liability.
5. Within a reasonable time, request in advance the use of specialized Cumberland County Emergency Services (CCES) equipment when the cost of such equipment might be prohibitive for the school to purchase.
6. CCS is expected to return all CCES equipment in the same working order as it was delivered. If for any reason there is damage to any equipment, or the equipment failed to operate properly, it is the responsibility of CCS to notify a representative of Cumberland County so that any deficiencies can be repaired.

7. Monetary responsibility for any damaged equipment due to negligence while being used by CCS students will be appraised and an agreement reached between the CCES and CCS.

B. Cumberland County Emergency Services

1. Provide a contact person(s) to serve as liaison between CCS and CCES to provide consultation and assist as available in technical expertise of the program.
2. Provide training to the CCS instructors that are responsible for the Emergency Management curriculum so that they are familiar with CCES equipment and all safety issues associated with such equipment.
3. Ensure that CCES personnel who will be involved on an ongoing basis, register as volunteers with the Cumberland County Schools by completing an online Volunteer Application at <https://www.ccsvolunteers.com>. The application process does include a background check (paid for by the school system). It is not required that CCES employees who serve as guest speakers on a periodic basis register as volunteers. The teacher will submit for approval at least 5 days prior to the visit of the guest speaker. A background check is not required for guest speakers.
4. When notified by CCS of the need of equipment for practical training, to ensure that the equipment is delivered at an agreed upon time.
5. If while the equipment is in use by CCS and an emergency should arise and require the return of the equipment to CCES, a representative of CCES shall contact CCS as soon as possible to retrieve the equipment from CCS. All efforts will be made to provide CCS adequate advance notice.
6. CCES will notify the instructor of opportunities and/or activities which can be used for training in practical applications for the CCS instructor or volunteer opportunities for CCS students. Examples of this might be the opportunity for students to participate in CCES disaster drills or the instructor to participate in professional training for certification renewals.

7. CCES and the CCS instructor will coordinate any necessary permissions or documentation needed for students to participate in program activities.

III. Duration, Modification and Termination

1. This agreement shall extend from July 1, 2025 to July 1, 2030. This may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

IV. Effective Date and Signature

This MOU shall be effective upon the signature of Cumberland County Board of Education and Cumberland County authorized officials.

Signatures and dates:

CUMBERLAND COUNTY
BOARD OF EDUCATION

Marvin Connelly, Jr.
Superintendent

Dr. Mellotta Hill
Chief Academic Officer

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

Jay Toland
Finance Officer, Cumberland County
Board of Education

Date: _____

CUMBERLAND COUNTY

Kirk deViere
Chairman
Cumberland County Board of Commissioners

Garry Crumpler
Interim Director
Cumberland County Emergency Services

Date: _____



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/1/2025

SUBJECT: PURCHASE OF LILLIAN BLACK ELEMENTARY SCHOOL

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): CLARENCE GRIER, COUNTY MANAGER

BACKGROUND

On May 8, 2025 an offer from Cumberland County Schools was presented for Commissioners to consider accepting or declining.

After discussions with Cumberland County Schools, an offer of \$375,000 was proposed and accepted.

RECOMMENDATION / PROPOSED ACTION

Commissioners are requested to approve the purchase of Lillian Black Elementary School for \$375,000 and move this item as a consent agenda item for the June 16, 2025, Board Meeting.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/1/2025

SUBJECT: VEHICLE REPLACEMENT POLICY

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): CLARENCE GRIER, COUNTY MANAGER

BACKGROUND

Over the past three months, staff has been conducting an organizational-wide vehicle inventory to implement a vehicle replacement policy for the County's fleet of vehicles.

RECOMMENDATION / PROPOSED ACTION

Commissioners are requested to provide feedback and approve the policy as a consent item at the June 16, 2025, Board Meeting.

The policy and presentation will be presented at the meeting.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/6/2025

SUBJECT: PROPOSED REVISIONS TO RULES 20 AND 25 OF THE BOARD'S RULES OF PROCEDURE

Requested by: POLICY COMMITTEE

Presenter(s): COUNTY ATTORNEY

BACKGROUND

Rules 20 and 25 of the board's Rules of Procedure do not comply with statutory changes in 2022 and a recent case decided by the Court of Appeals. There is ambiguity in each of these Rules as to the circumstances when a vote of an absent member is to be counted.

The statutes that cover the board's adoption of rules of procedure, quorum requirements, voting, and excusing members from voting are attached. Although board members have a statutory duty to vote, there is no statutory remedy stated for failing to vote; however, G.S. 153A-41 gives the board discretion to adopt rules of procedure that are consistent with the generally accepted principles of parliamentary procedure. Many boards record all members as voting yes on any matter put to vote unless they audibly vote no. A few boards reverse the presumption and record members as voting no unless they audibly vote yes.

The proposed revisions to Rule 20 clearly establish a remedy that when a member who is present at a meeting fails to vote or leaves the meeting, his or her vote shall be counted as affirmative. It also adds a provision for members who experience emergency or health circumstances which prevent attendance at a meeting in person or by teleconference to notify the chair with the chair to present the request at the beginning of the meeting for the board to vote whether to excuse the member from voting.

The proposed revisions to Rule 25 require a quorum to be present in the meeting room unless the meeting is being conducted as a remote meeting during a declared state of emergency to comply with recent case law, expand the scope of “teleconference” to include any suitable form of electronic communication, and make it clear that when the chair has excused a member to participate by teleconference if the member fails to participate by teleconference his or her vote will be counted as affirmative for the duration of the meeting.

RECOMMENDATION / PROPOSED ACTION

The Policy Committee requested two minor revisions to the draft prepared by the county attorney and recommended the revised proposed amendments to Rules 20 and 25 be presented to the next Agenda Session as an item of business. The revisions have been made. The county attorney recommends these amendments to Rules 20 and 25 to clearly establish the board’s remedy for members failing to exercise the duty to vote.

ATTACHMENTS:

Description	Type
Statutes for Quorum and Voting	Backup Material
Statute for Remote Meeting Under Emergency Declaration	Backup Material
Proposed Revisions to Rules 20 & 25	Backup Material

§ 153A-41. Procedures.

The board of commissioners may adopt its own rules of procedure, in keeping with the size and nature of the board and in the spirit of generally accepted principles of parliamentary procedure. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1.)

§ 153A-43. Quorum.

(a) A majority of the membership of the board of commissioners constitutes a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

(b) Any member present by means of simultaneous communication in accordance with G.S. 166A-19.24 shall be counted as present for the purposes of whether a quorum is present only during the period while simultaneous communication is maintained for that member. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1; 2020-3, s. 4.31(e).)

§ 153A-44. Members excused from voting.

The board may excuse a member from voting, but only upon questions involving the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or G.S. 160D-109. For purposes of this section, the question of the compensation and allowances of members of the board does not involve a member's own financial interest or official conduct. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1; 2001-409, s. 8; 2005-426, s. 5.1(b); 2013-126, s. 6; 2022-62, s. 39.)

§ 166A-19.24. Remote meetings during certain declarations of emergency.

(a) Remote Meetings. – Notwithstanding any other provision of law, upon issuance of a declaration of emergency under G.S. 166A-19.20, any public body within the emergency area may conduct remote meetings in accordance with this section and Article 33C of Chapter 143 of the General Statutes throughout the duration of that declaration of emergency. Compliance with this statute establishes a presumption that a remote meeting is open to the public.

(b) Requirements. – The public body shall comply with all of the following with respect to remote meetings conducted under this section:

- (1) The public body shall give proper notice under G.S. 143-318.12 and under any other requirement for notice applicable to the public body. The notice shall also specify the means by which the public can access the remote meeting as that remote meeting occurs.
- (2) Any member of the public body participating by a method of simultaneous communication in which that member cannot be physically seen by the public body must identify himself or herself in each of the following situations:
 - a. When the roll is taken or the remote meeting is commenced.
 - b. Prior to participating in the deliberations, including making motions, proposing amendments, and raising points of order.
 - c. Prior to voting.
- (3) All documents to be considered during the remote meeting shall be provided to each member of the public body.
- (4) The method of simultaneous communication shall allow for any member of the public body to do all of the following:
 - a. Hear what is said by the other members of the public body.
 - b. Hear what is said by any individual addressing the public body.
 - c. To be heard by the other members of the public body when speaking to the public body.
- (5) All votes shall be roll call; no vote by secret or written ballots, whether by paper or electronic means or in accordance with G.S. 143-318.13(b), may be taken during the remote meeting.
- (6) The public body shall comply with G.S. 143-318.13(c).
- (7) The minutes of the remote meeting shall reflect that the meeting was conducted by use of simultaneous communication, which members were participating by simultaneous communication, and when such members joined or left the remote meeting.
- (8) All chats, instant messages, texts, or other written communications between members of the public body regarding the transaction of the public business during the remote meeting are deemed a public record.
- (9) The remote meeting shall be simultaneously streamed live online so that simultaneous live audio, and video, if any, of such meeting is available to the public. If the remote meeting is conducted by conference call, the public body may comply with this subdivision by providing the public with an opportunity to dial in or stream the audio live and listen to the remote meeting.

(b1) If a public body has provided notice of an official meeting and one or more of the members of the public body desire to participate remotely after the issuance of the notice, the public body may amend the notice of the meeting to include the means whereby the public can access the remote meeting as that remote meeting occurs. Such amended notice of remote meeting shall comply with all of the following:

- (1) Be issued no less than six hours prior to the official meeting.

- (2) Be distributed in accordance with G.S. 143-318.12(b)(2) and (b)(3), as applicable.
- (3) Be posted in accordance with G.S. 143-318.12(e).
- (c) Quorum. – A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member. The provisions of G.S. 153A-44 and G.S. 160A-75 shall apply to all votes of each member of a county or municipal governing board taken during a remote meeting.
- (d) Voting by Members of the Public Body. – Votes of each member of a public body made during a remote meeting under this section shall be counted as if the member were physically present only during the period while simultaneous communication is maintained for that member.
- (e) Public Hearings. – A public body may conduct any public hearing required or authorized by law during a remote meeting, and take action thereon, provided the public body allows for written comments on the subject of the public hearing to be submitted between publication of any required notice and 24 hours prior to the scheduled time for the beginning of the public hearing.
- (f) Quasi-Judicial Hearings. – A public body may conduct a quasi-judicial proceeding as a remote meeting only when all of the following apply:
 - (1) The right of an individual to a hearing and decision occur during the emergency.
 - (2) All persons subject to the quasi-judicial proceeding who have standing to participate in the quasi-judicial hearing have been given notice of the quasi-judicial hearing and consent to the remote meeting.
 - (3) All due process rights of the parties affected are protected.
- (g) Closed Sessions. – The public body may conduct a closed session as authorized in G.S. 143-318.11. While in closed session, the public body is not required to provide access to the remote meeting to the public.
- (h) Not Exclusive. – This section applies only during emergency declarations and does not supersede any authority for electronic meetings under Article 33C of Chapter 143 of the General Statutes.
- (i) Definitions. – For purposes of this section, the following definitions apply:
 - (1) Official meeting. – As defined in G.S. 143-318.10(d).
 - (2) Public body. – As defined in G.S. 143-318.10(b) and (c).
 - (3) Remote meeting. – An official meeting, or any part thereof, with between one and all of the members of the public body participating by simultaneous communication.
 - (4) Simultaneous communication. – Any communication by conference telephone, conference video, or other electronic means. (2020-3, s. 4.31(a); 2021-35, s. 1.)

- Motion to revive consideration. This motion is in order at any time within one hundred days of a vote deferring consideration.
- Motion to reconsider. This motion must be made at the same meeting where the original vote was taken and by a member who voted with the prevailing side. It cannot interrupt deliberation on a pending matter but is in order any time before adjournment.
- Motion to prevent reconsideration for six months. This motion shall be in order only immediately following the defeat of a substantive motion. It requires a vote equal to a quorum and is valid for six months or until the regular election of county commissioners, whichever comes first.

Rule 18 Renewal of Motion

A defeated motion may not be renewed at the same meeting.

Rule 19 Withdrawal of a Motion

The maker of a motion may withdraw it at any time before the Chairman puts it to a vote.

Rule 20 Duty to Vote

It is the duty of each member to vote unless excused by a majority vote according to law or except for matters in which the member is prohibited from voting under G.S. 14-234 (public officers benefiting from public contracts) or G.S. 160D-109 (conflicts of interest in any legislative decision regarding a development regulation). The ~~Board~~-board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the ~~Chairman~~-chair who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by law, or the member's official conduct, as determined by law or the board. In all other cases, a failure to vote by a member who is physically present in the meeting, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote. ~~A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.~~

~~The effect of a tie vote is that the motion did NOT carry.~~

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If a member who experiences an emergency or health circumstances which prevents his or her attendance at a meeting or participation by teleconference in accordance with Rule 25 reports it to the chair and requests to be excused, the chair shall report it to the board at the beginning of the meeting and the board may vote to excuse the member's absence from the meeivoting.

Rule 21 Prohibition of Secret Voting

No vote may be taken by secret ballot. The Clerk shall record the vote of each member in the minutes.

Rule 22 Action by Reference

The Board of Commissioners shall not deliberate, vote or otherwise act on any matter by reference to an agenda, or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted upon.

Rule 23 Introduction of Ordinances

A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda, regardless of whether it is actually considered by the Board, and the introduction shall be recorded in the Minutes.

Rule 24 Adoption, Amendment or Repeal of Ordinances

To be adopted at the meeting where it is first introduced, an ordinance must be adopted by UNANIMOUS vote with all members present. If the ordinance is not approved unanimously it must come before the Board for a second reading anytime within 100 days of its introduction. It may then be adopted by majority vote. (EXCEPTION: A Budget Ordinance, Bond Order or any ordinance requiring a public hearing before adoption may be adopted at any meeting by majority vote at which a quorum is present). Note: A FRANCHISE ORDINANCE must be adopted at two regular meetings.

Rule 25 Quorum; ~~and~~ Attendance by Teleconference; Remote Meetings

A majority of the ~~Board~~board shall constitute a quorum. The number required for a quorum is not affected by vacancies. A

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quorum is determined at the beginning of a meeting and is not broken by a ~~Commissioner~~ member subsequently leaving.

A member for whom the ~~Chairman~~ chair announces at the beginning of the meeting ~~that the chair has an~~ excused the member's absence ~~and for the member to attend the meeting by teleconference~~, may attend the meeting and vote by teleconference, provided that, the excused member has notified the ~~Clerk~~ clerk to the ~~Board~~ board in sufficient time for the ~~Clerk~~ clerk to have the teleconference set up at the meeting. A member attending by teleconference shall not count for purposes of establishing a quorum, unless the meeting is a remote meeting conducted during a declaration of emergency in accordance with G.S. 166A-19.24, and but the member's vote on each matter shall be counted and recorded in the minutes. When a member who has been granted an excused absence by the chair for the member to attend the meeting by teleconference does not timely arrange the teleconference with the clerk, fails to connect to the meeting through teleconference, or loses connection to the meeting through teleconference, that member shall be recorded as voting in the affirmative on all motions for the duration of the meeting. "Teleconference" shall include any means of electronic communication by which the absent member can at least hear what is said at the meeting and the member's vote is audible to those present at the meeting.

Upon a declaration of emergency under G.S. 166A-19.20, a quorum may be established to conduct remote meetings as authorized and in accordance with G.S. 166A-19.24.

Rule 26

Public Hearings

For all public hearings except those held for rezoning cases and those conducted as quasi-judicial proceedings, the time limit for each speaker shall be three minutes. For public hearings on rezoning cases, the total time limit shall be ten minutes for the proponent side and ten minutes for the opponent side, broken up into three minutes for each speaker or five minutes for a speaker representing a group. If there is only one speaker, he/she may use five minutes. For any public hearing conducted as a quasi-judicial proceeding, those persons for whom the Board has found standing to speak shall be allowed sufficient time to present relevant and material testimony. Persons desiring to speak at a public hearing must register with the Clerk prior to commencement of the meeting.



FINANCE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN M. KOONCE, FINANCE DIRECTOR/CFO

DATE: 6/2/2025

SUBJECT: FINANCE REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The attached financial report shows the results of the General Fund for the first ten months of fiscal year 2025. Additional information is provided on a separate page explaining percentages.

RECOMMENDATION / PROPOSED ACTION

No action necessary. For information and discussion.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY23-24 AUDITED	FY24-25 ADOPTED BUDGET	FY24-25 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF April 30, 2025	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 177,235,795	\$ 178,485,379	\$ 178,485,379	\$ 178,183,019	99.8%	(1)
Prior Years	954,128	840,000	840,000	734,793	87.5%	
Motor Vehicles	26,384,445	27,756,979	27,756,979	21,135,506	76.1%	(2)
Penalties and Interest	946,618	710,000	710,000	766,137	107.9%	
Other	1,091,169	1,007,000	1,007,000	1,071,872	106.4%	
Total Ad Valorem Taxes	206,612,155	208,799,358	208,799,358	201,891,328	96.7%	
Other Taxes						
Sales	63,417,887	64,246,366	64,246,366	37,703,708	58.7%	(3)
Real Estate Transfer	1,932,460	2,100,000	2,100,000	1,501,075	71.5%	
Other	837,675	785,000	785,000	268,719	34.2%	
Total Other Taxes	66,188,022	67,131,366	67,131,366	39,473,501	58.8%	
Unrestricted & Restricted Intergovernmental Revenues	81,625,792	81,303,960	85,307,785	47,618,289	55.8%	(4)
Charges for Services	16,159,024	13,354,447	14,289,218	13,714,192	96.0%	(5)
Other Sources (includes Transfers In)	21,548,373	9,038,150	33,700,246	26,077,070	77.4%	
Lease Land CFVMC	4,765,496	4,765,496	4,765,496	4,939,933	103.7%	
Total Other	26,313,869	13,803,646	38,465,742	31,017,002	80.6%	
Total Revenue	\$ 396,898,862	\$ 384,392,777	\$ 413,993,469	\$ 333,714,313	80.6%	
Fund Balance Appropriation		8,435,187	42,323,229	-	0.0%	
Total Funding Sources	\$ 396,898,862	\$ 392,827,964	\$ 456,316,698	\$ 333,714,313	73.1%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY23-24 AUDITED	FY24-25 ADOPTED BUDGET	FY24-25 REVISED BUDGET	(unaudited) AS OF April 30, 2025			
Governing Body	\$ 736,843	\$ 790,262	\$ 866,902	\$ 674,615		77.8%	
Administration	2,222,699	2,622,938	2,503,867	1,525,925		60.9% (1)	
Public Information	1,564,007	1,843,311	1,852,939	1,475,542		79.6%	
Human Resources	1,280,843	1,463,246	1,951,016	1,066,257		54.7% (2)	
Court Facilities	211,788	148,220	148,220	78,273		52.8% (3)	
Facilities Maintenance	1,291,965	1,272,959	1,272,933	890,262		69.9%	
Landscaping & Grounds	718,447	832,027	832,027	569,697		68.5%	
Carpentry	247,593	262,911	262,911	220,858		84.0%	
Facilities Management	1,564,472	1,707,099	1,732,273	1,192,712		68.9%	
Public Buildings Janitorial	1,194,800	1,344,024	1,344,024	1,100,266		81.9%	
Central Maintenance	4,298,059	4,145,057	7,477,981	2,761,501		36.9% (4)	
Innovation & Technology Services	8,709,018	9,580,078	9,727,070	7,299,791		75.0%	
Budget and Performance	-	644,859	643,859	480,828		74.7%	
Board of Elections	1,608,789	1,879,894	1,879,894	1,428,498		76.0%	
Financial Services	1,352,490	1,647,837	1,678,253	1,009,639		60.2% (5)	
Legal	1,273,104	1,374,922	1,374,922	1,072,610		78.0%	
Register of Deeds	2,491,109	2,966,520	3,477,286	2,157,049		62.0%	
Tax	7,264,184	8,107,607	8,125,555	6,252,493		76.9%	
Debt Service	315,171	-	-	-		0.0%	
General Government Other	7,459,029	(1,234,722)	25,557,350	3,909,487		15.3% (6)	
Sheriff	55,477,249	61,634,132	62,290,122	43,325,600		69.6%	
Emergency Services	4,557,527	4,975,820	5,420,100	3,832,050		70.7%	
Adult Drug Treatment Court	-	223,856	962,689	3,893		0.4% (7)	
DWI Court	86,316	158,311	221,840	81,932		36.9% (8)	
Justice Services	712,944	869,674	1,025,582	572,129		55.8% (9)	
Youth Diversion	37,484	42,596	42,596	27,155		63.8%	
Veterans Treatment Court	-	240,532	948,996	3,893		0.4% (10)	
Animal Services	4,101,432	4,658,023	4,769,194	3,432,077		72.0%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	2,502,554	2,609,740	3,159,740	1,961,277		62.1%	
Health	32,596,118	34,735,356	37,387,316	27,641,746		73.9%	
Mental Health	5,461,559	5,447,543	5,447,543	434,742		8.0% (11)	

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY23-24	FY24-25	FY24-25	YTD ACTUAL (unaudited) AS OF	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	April 30, 2025	BUDGET TO DATE	
Social Services	59,491,414	80,200,836	80,981,766	52,843,723	65.3%	
Veteran Services	650,296	694,166	694,266	571,238	82.3%	
Child Support	6,168,300	6,925,787	6,925,787	5,518,813	79.7%	
Spring Lake Resource Administration	63,583	81,806	81,806	61,200	74.8%	
Library	11,422,123	12,441,419	13,122,374	9,887,478	75.3%	
Culture Recreation Other (Some of the Community Funding)	109,923	65,569	415,569	410,010	98.7%	
Planning	3,499,812	3,963,215	3,990,586	2,956,304	74.1%	
Engineering	605,625	736,251	2,481,251	690,672	27.8%	(12)
Cooperative Extension	769,637	916,921	916,921	628,845	68.6%	
Location Services	240,691	268,347	268,347	211,411	78.8%	
Soil Conservation	949,311	739,554	897,664	243,362	27.1%	(13)
Public Utilities	114,195	116,565	116,565	97,008	83.2%	
Economic Physical Development Other	1,222,118	20,000	42,493	25,000	58.8%	(14)
Industrial Park	-	-	-	-		
Economic Incentive	305,276	486,126	486,126	30,126	6.2%	(15)
Water and Sewer	172,689	100,000	128,078	-	0.0%	(16)
Education	105,189,567	107,116,937	107,116,937	88,886,498	83.0%	
Other Uses:						
Transfers Out	35,586,967	20,959,833	43,265,162	517,735	1.2%	(17)
TOTAL	\$ 377,899,120	\$ 392,827,964	\$ 456,316,698	\$ 280,062,222	61.4%	

Expenditures by Category	YTD ACTUAL					PERCENT OF BUDGET TO DATE
	FY23-24 AUDITED	FY24-25 ADOPTED BUDGET	FY24-25 REVISED BUDGET	(unaudited) AS OF April 30, 2025		
Personnel Expenditures	\$ 163,940,617	\$ 189,770,699	\$ 190,788,020	\$ 143,285,862	75.1%	
Operating Expenditures	171,326,743	178,265,031	200,776,790	133,992,258	66.7%	
Capital Outlay	7,044,793	3,832,401	21,486,726	2,266,366	10.5% ⁽¹⁸⁾	
Transfers To Other Funds	35,586,967	20,959,833	43,265,162	517,735	1.2% ⁽¹⁷⁾	
TOTAL	\$ 377,899,120	\$ 392,827,964	\$ 456,316,698	\$ 280,062,222	61.4%	

COUNTY OF CUMBERLAND

Fiscal Year 2025 - April Year-to-Date Actuals (Report Run Date: May 27, 2025)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 99.8%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 76.1%** - YTD Actual reflects 9 months of collections.
- (3) **Sales Tax 58.7%** - Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 55.8%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 96.0%** - The largest component of charges for services is revenue from the Board of Ed for security at 15% of budget. 68% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Administration 60.9%** - Personnel, travel, and training costs are low as a result of vacancies in the department.
- (2) **Human Resources 54.7%** - Approximately \$471K were budgeted and are unexpended for the Ignite Internship Program.
- (3) **Court Facilities 52.8%** - Expenditures are for repairs, supplies, and furniture/equipment on an as needed basis and spending has been low so far this fiscal year.
- (4) **Central Maintenance 36.9%** - Approximately \$3.2M are unexpended between the vehicle and fuel object codes.
- (5) **Financial Services 60.2%** - Personnel costs are low as a result of vacancies in the department.
- (6) **General Government Other 15.3%** - ARP Freed-Up Capacity funds are budgeted and not yet expended.
- (7) **Adult Drug Treatment Court 0.4%** - The coordinator position for the program has not been filled.
- (8) **DWI Court 36.9%** - Travel and training make up a large component of this budget with the majority of the conferences occurring in the spring and summer.
- (9) **Justice Services 55.8%** - Personnel costs are low as a result of vacancies in the department.
- (10) **Veterans Treatment Court 0.4%** - The coordinator position for the program has not been filled.
- (11) **Mental Health 8.0%** - Approximately \$4.8M is encumbered for an agreement with Alliance Health but not yet expended as Alliance currently has a fund balance they will utilize until exhausted.
- (12) **Engineering 27.8%** - Approximately \$863K is encumbered but unexpended for generators.
- (13) **Soil Conservation 27.1%** - Approximately \$468K in USDA Grant funds were budgeted and are unexpended.
- (14) **Economic Physical Development Other 58.8%** - Approximately \$17K in The Southeastern Partnership, Inc. funds were re-appropriated and are unexpended.
- (15) **Economic Incentive 6.2%** - Economic incentives are paid when the company complies.
- (16) **Water and Sewer 0.0%** - The need for spending in this fiscal year has been low.
- (17) **Transfers Out 1.2%** - Transfers are often prepared toward the end of the fiscal year.
- (18) **Capital Outlay 10.5%** - These capital outlay items are typically purchased in the second and third quarters of the fiscal year.



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN M. KOONCE, FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER

DATE: 5/29/2025

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s):

BACKGROUND

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY25 are up 19.4% for the month of April as compared to the same month in FY24. To provide some perspective, below is the ten-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 21, 22, 23, 24 and 25. Additionally, graphs are provided in the attachment to aid in the analysis.

Year-to-date claims and premium payment through April	\$22,693,110
Less year-to-date stop loss credits	<u>404,348</u>
Net year-to-date claims and premium payment through April	\$22,288,762

Average monthly claims and fully insured premium (before stop loss) per fiscal year through April:

FY21 \$1,648,647

FY22 \$2,153,846

FY23 \$1,938,143

FY24 \$2,097,655

FY25 \$2,269,281

RECOMMENDATION / PROPOSED ACTION

No action required. For information and discussion.

ATTACHMENTS:

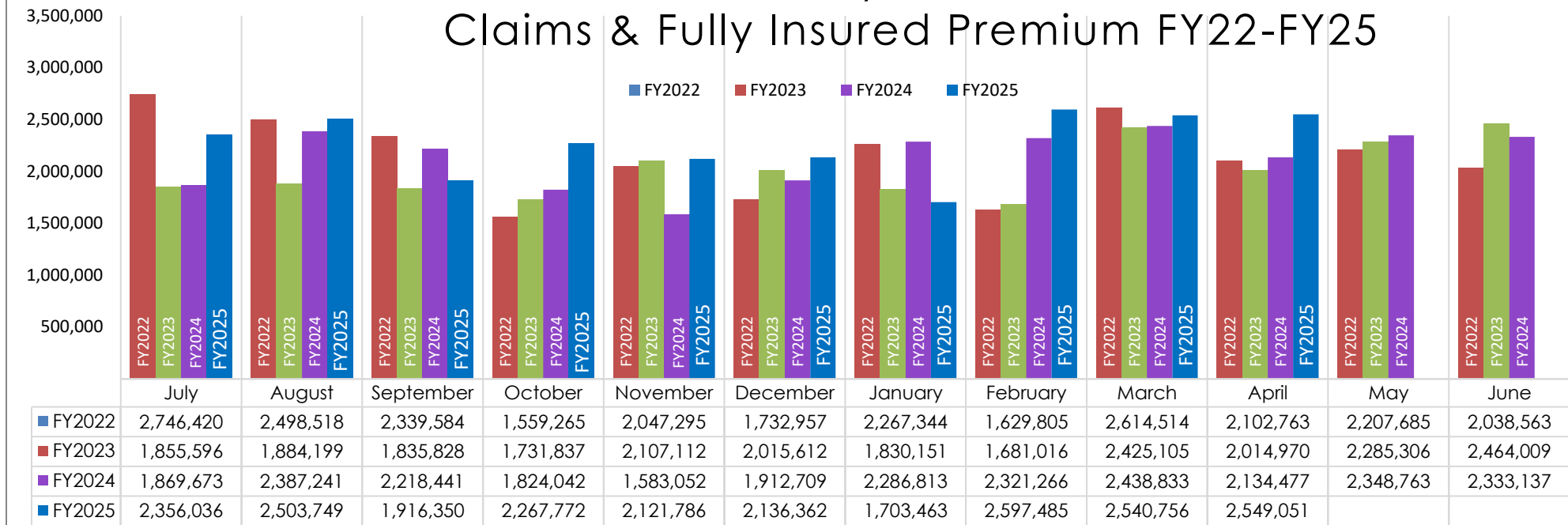
Description

Health Insurance Update

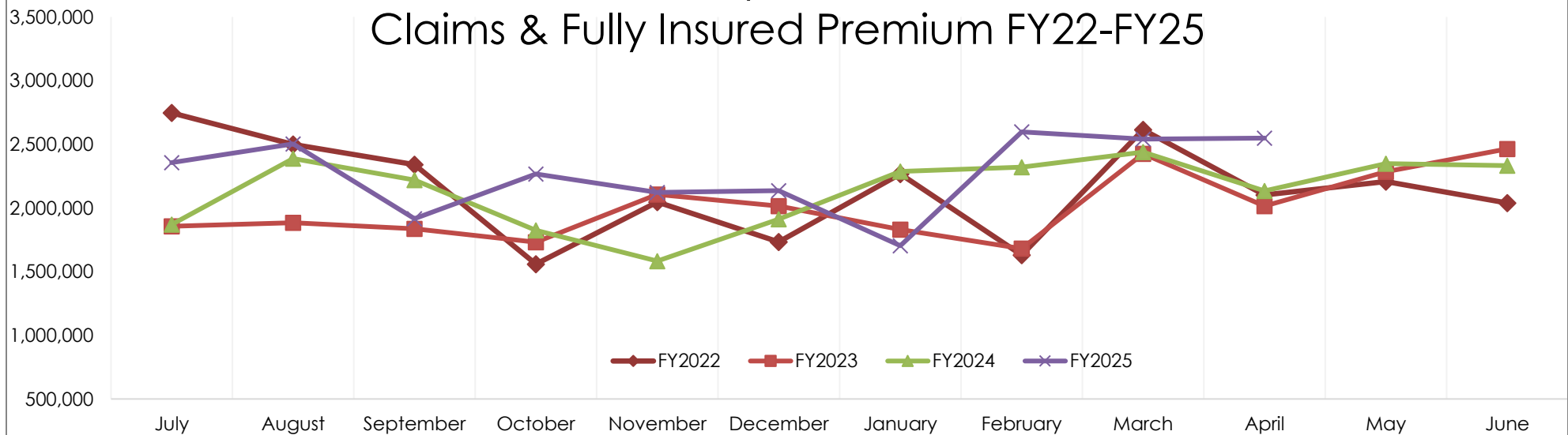
Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY22-FY25



Monthly Insurance Claims & Fully Insured Premium FY22-FY25





**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

**MEMORANDUM FOR THE AGENDA OF THE JUNE 12, 2025
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA JAYNE, GRANTS MANAGER

DATE: 6/12/2025

SUBJECT: GRANTS UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s):

BACKGROUND

This report provides an update on competitive grant activity in Cumberland County from April 23 to May 27, 2025. As of this date, the county has submitted grant applications totaling \$128.86 million, with \$52.86 million in funding awarded. During the reporting period, the county pursued \$1.13 million in new funding. Of this amount, \$13,400 has been awarded to projects emphasizing key areas, including an interactive learning experience for youth featuring a Giant Battleship game at our library and the 'baby bucks' program at public health, which allows clients to purchase items like diapers, clothing, and car seats at the Baby Store.

The attached dashboard summarizes grant activities from late April through most of May 2025. This month, the county is focusing on preparing two competitive federal grant applications. Both grants are from the Department of Justice's Office on Violence Against Women: The Improve the Criminal Justice Response Program and the Transitional Housing Assistance grant for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program. Additionally, Emergency Services has submitted an application for essential Points of Distribution (POD) equipment support from the Duke Energy Foundation.

The Grants Manager is actively seeking funding from government agencies, foundations, and corporations to support the priorities of Department Heads.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.

ATTACHMENTS:

Description

Grant Dashboard

Type

Backup Material

Grants Management Dashboard

Status Date

4/23/2025 5/27/2025

Department

All

Total Amount Requested

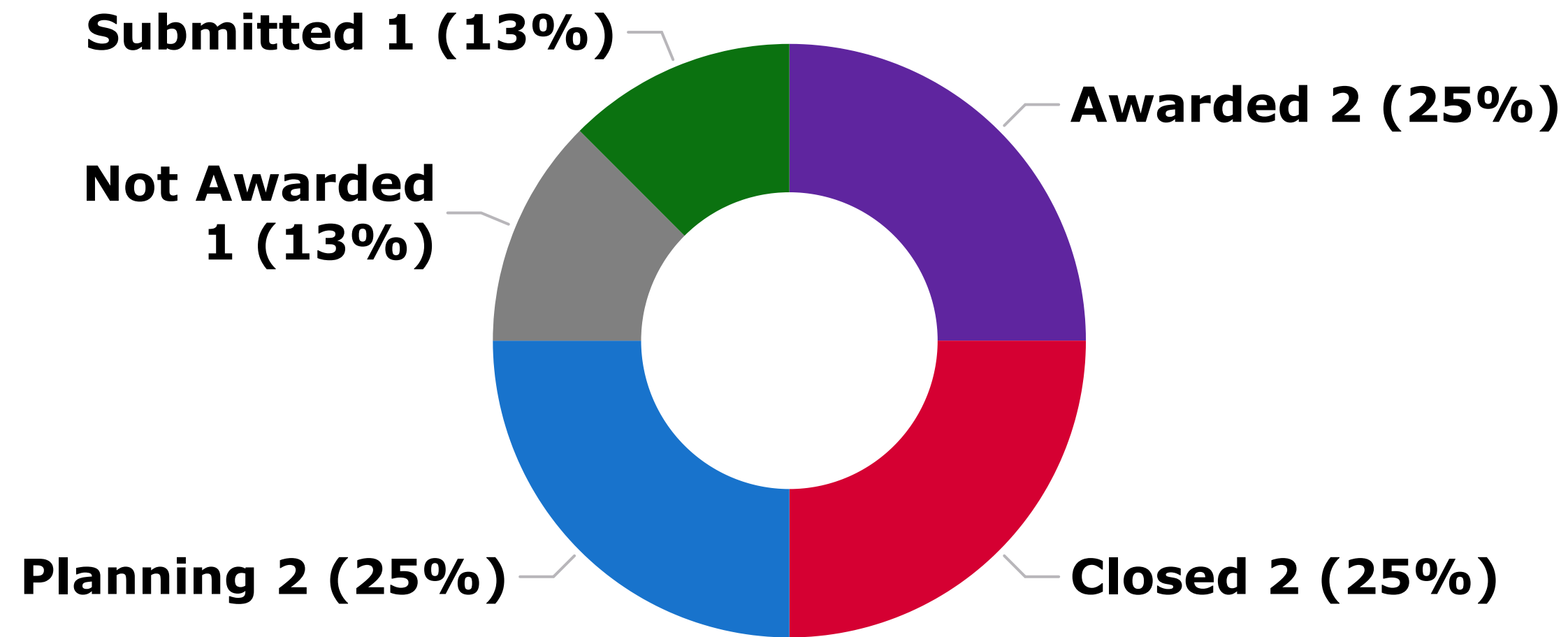
\$1.13M

Total Amount Awarded

\$13.40K

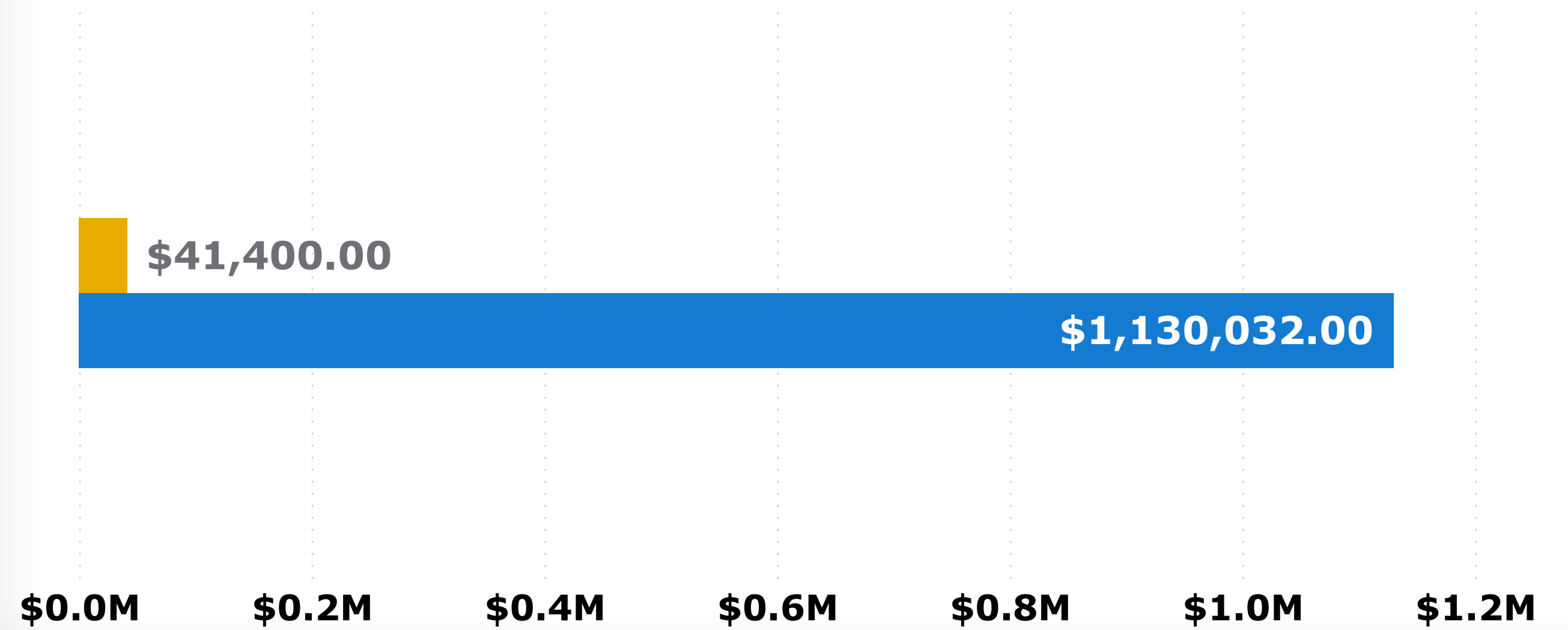
Grant Status

Awarded Closed Planning Not Awarded Submitted



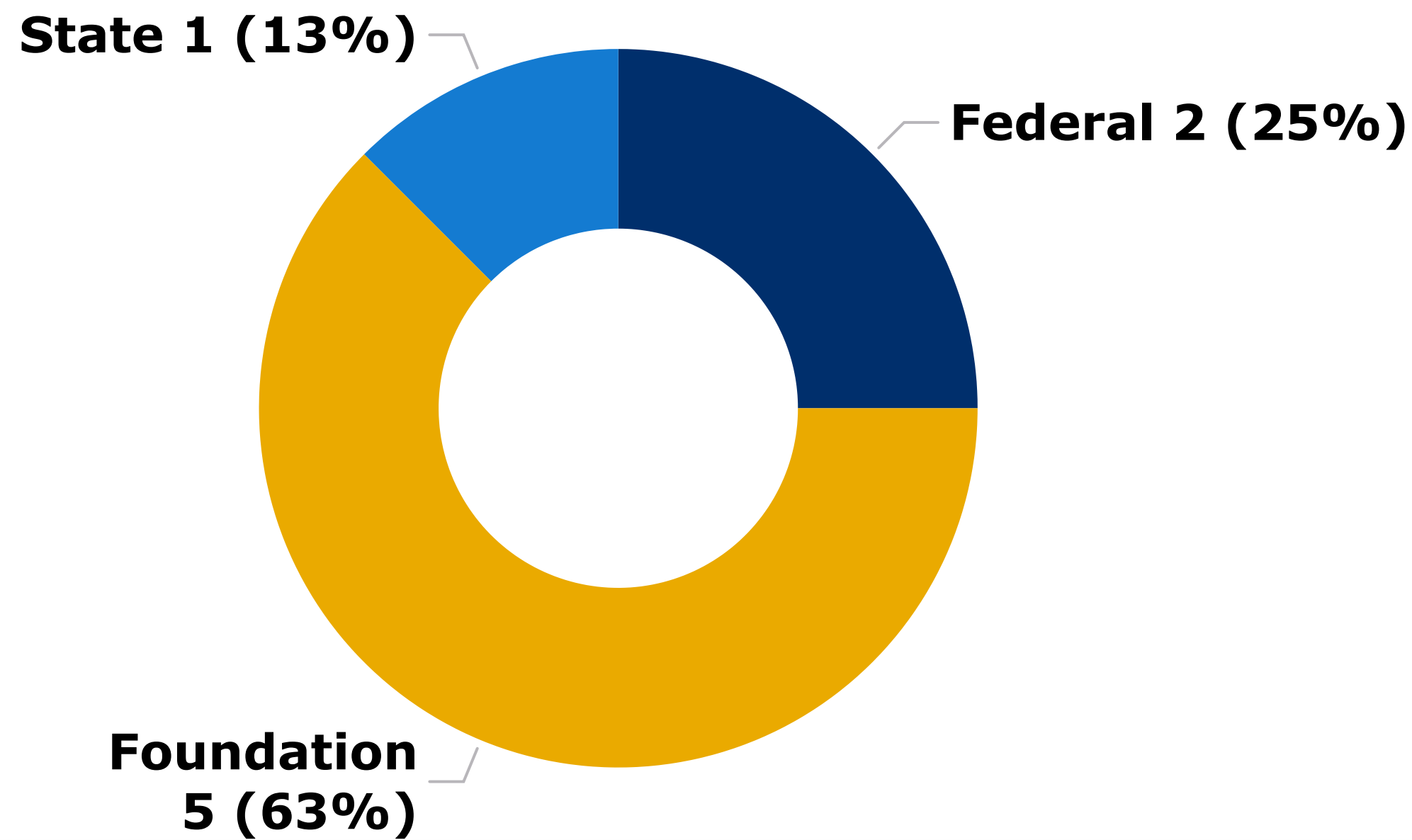
Amount Requested Vs. Awarded

Amount Awarded Amount Requested

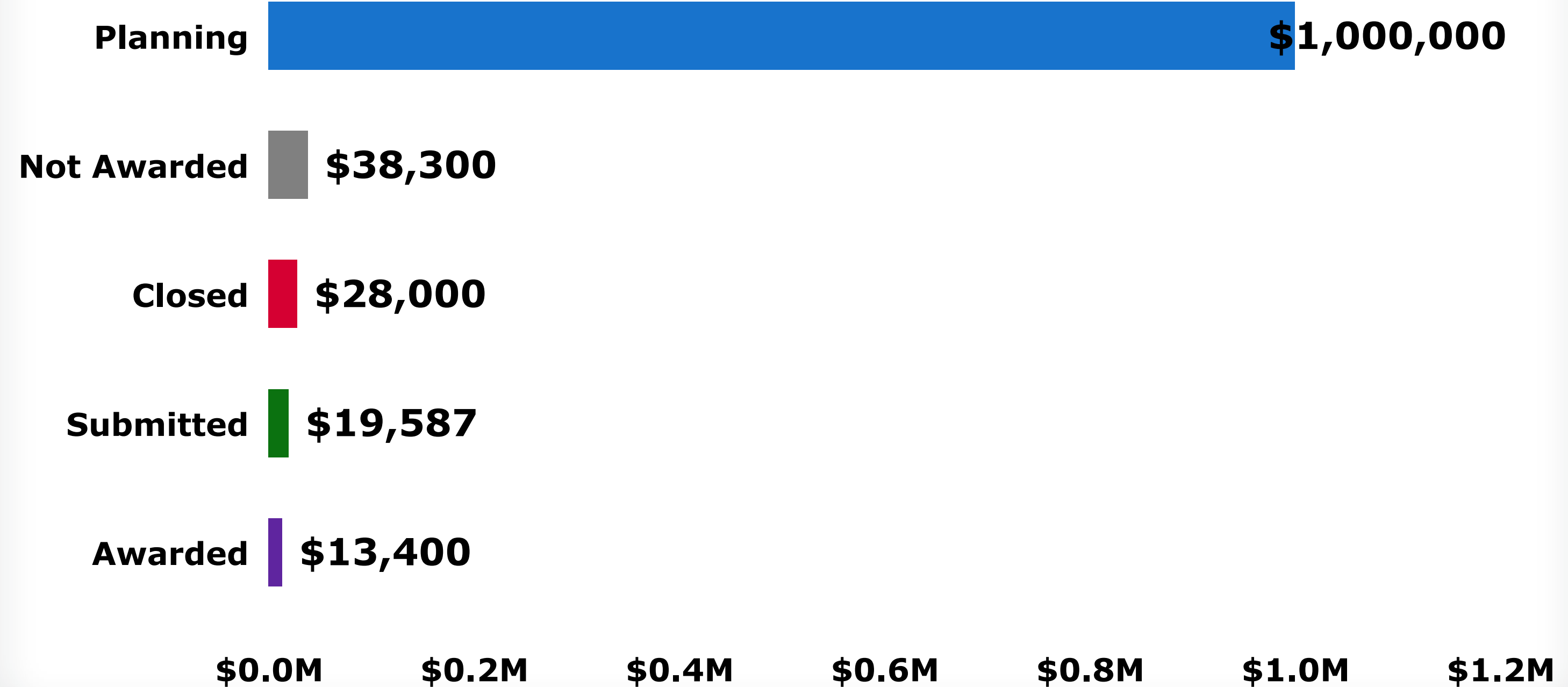


Grant Type

Federal Foundation State



Grant Status by Amount



Department ▲	Grant Due Date	Grant Title	Granting Agency	Project Summary	Grant Update	Status Date	Amount Requested	Grant Amount Awarded
Community Development	6/11/2025	OVW Transitional Housing Assistance Grants for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program	DOJ- Office on Violence Against Women	This program will provide 6 to 24 months of transitional housing and support services for victims who are homeless or in need of housing assistance due to their victimization, especially when emergency shelter services are unavailable or insufficient.	Compiling the application packet	5/27/2025	\$500,000.00	\$0.00
Emergency Services	4/25/2025	Duke Energy Foundation Grant	Duke Energy Foundation	This grant request seeks funding to acquire essential Points of Distribution (POD) equipment to support Cumberland County’s emergency preparedness, response, and recovery operations. The equipment will enable rapid, reliable distribution of life-sustaining supplies at centralized locations following disasters. By enhancing access to critical resources, this project strengthens community resilience, fosters economic recovery, and reduces hardship for impacted and underserved populations	Submitted	4/30/2025	\$19,587.00	\$0.00
Justice Services	6/18/2025	OVW Improve the Criminal Justice Response Program	DOJ- Office on Violence Against Women	The goal is to create comprehensive victim service center/family justice center, that centralize support by bringing together various professionals—such as victim advocates, law enforcement, legal and medical staff, and community organizations—to enhance safety, access to services, and confidentiality for victims and families of domestic violence, dating violence, sexual assault, and stalking.	Compiling the application packet	5/23/2025	\$500,000.00	\$0.00
Library Services	3/1/2025	LSTA EZ Grant	Federal Institute of Museum and Library Services (IMLS) as administered by the State Library of North Carolina	Additional high-quality, museum like interactives for programs and passive play, that promote social and emotional learning, as well as science and logical reasoning concepts: Giant Battleship, Percussion Play Instruments for Outside, and play kitchens.	Not Awarded	5/23/2025	\$38,300.00	\$0.00
Library Services	3/3/2025	Youth Growth Stock Grant	United Way	The Giant BattleSHIP Cumberland offers interactive learning experiences through play, focusing on math and strategic thinking. With team tournaments, tactical lessons, and open play, participants develop coordinates, algebra, and logic skills. The program fosters collaboration and problem-solving, making learning engaging for youth and families.	Awarded at \$12,000, will seek other grant funding to make up the difference.	5/1/2025	\$22,145.00	\$12,000.00
Public Health	1/5/2025	Delta Dental Foundation’s Smiles for Kids Grant	Delta Dental	Healthy Habits for Healthy Smiles (HHHS) program	Closed	5/27/2025	\$5,000.00	\$3,000.00
Public Health	3/3/2025	Youth Growth Stock Trust Grant	United Way	Clients can accumulate “baby bucks” by keeping appointments in multiple clinics or attending various classes. Once bucks are earned, they can be used at the Baby Store to purchase items such as diapers, baby wipes, clothing, car seats, sleep sacks, pack-and-plays and more. There is no money accepted in the Baby Store.	Awarded	5/6/2025	\$20,000.00	\$1,400.00
Soil & Water	6/21/2024	Foundation Grant	NC Foundation for Soil & Water Conservation	Grant for up to \$25k towards purchase of grain drill, with minimum 30% matching	Closed	5/27/2025	\$25,000.00	\$25,000.00
Total							\$1,130,032.00	\$41,400.00