



**Orange County
Board of Commissioners**

Agenda

Business Meeting

April 26, 2022

7:00 p.m.

Richard Whitted Meeting Facility

300 West Tryon Street

Hillsborough, NC 27278

Note: Background Material
on all abstracts
available in the
Clerk's Office

Compliance with the "Americans with Disabilities Act" - Interpreter services and/or special sound equipment are available on request. Call the County Clerk's Office at (919) 245-2130. If you are disabled and need assistance with reasonable accommodations, contact the ADA Coordinator in the County Manager's Office at (919) 245-2300 or TDD# 919-644-3045.

1. Additions or Changes to the Agenda

PUBLIC CHARGE

The Board of Commissioners pledges its respect to all present. The Board asks those attending this meeting to conduct themselves in a respectful, courteous manner toward each other, county staff and the commissioners. At any time should a member of the Board or the public fail to observe this charge, the Chair will take steps to restore order and decorum. Should it become impossible to restore order and continue the meeting, the Chair will recess the meeting until such time that a genuine commitment to this public charge is observed. The BOCC asks that all electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate. Please be kind to everyone.

2. Public Comments (Limited to One Hour)

(We would appreciate you signing the pad ahead of time so that you are not overlooked.)

- a. Matters not on the Printed Agenda (Limited to One Hour – THREE MINUTE LIMIT PER SPEAKER – Written comments may be submitted to the Clerk to the Board.)

Petitions/Resolutions/Proclamations and other similar requests submitted by the public will not be acted upon by the Board of Commissioners at the time presented. All such requests will be referred for Chair/Vice Chair/Manager review and for recommendations to the full Board at a later date regarding a) consideration of the request at a future Board meeting; or b) receipt of the request as information only. Submittal of information to the Board or receipt of information by the Board does not constitute approval, endorsement, or consent.

- b. Matters on the Printed Agenda

(These matters will be considered when the Board addresses that item on the agenda below.)

3. Announcements, Petitions and Comments by Board Members (Three Minute Limit Per Commissioner)

4. Proclamations/ Resolutions/ Special Presentations

- a. Recognition of County Employee Retirements from January 1, 2022 through March 31, 2022
b. Durham & Orange Transit Plan Governance Study – Interim Update
c. Orange County Transit Plan Update Presentation



5. Public Hearings

- a. Public Hearing on FY 2022-2023 Annual Action Plan for the HOME Investment Partnerships Program

6. Regular Agenda

- a. Approval of a Network Development Agreement for Broadband Deployment
- b. Proposal to Name a Conference Room at the Orange County Visitors Center as “The Lee Pavao Conference Room”
- c. Report of the Climate Council Review Sub-Committee

7. Reports

8. Consent Agenda

- Removal of Any Items from Consent Agenda
 - Approval of Remaining Consent Agenda
 - Discussion and Approval of the Items Removed from the Consent Agenda
- a. Minutes
 - b. Advisory Boards and Commissions - Appointments
 - c. Second Reading: Emergency Services Franchise by Ordinance – First Choice Medical Transport, LLC
 - d. Second Reading: Emergency Services Franchise by Ordinance – LifeStar Emergency Services - 2023, LLC
 - e. Second Reading: Emergency Services Franchise by Ordinance – South Orange Rescue Squad
 - f. Second Reading: Emergency Services Franchise by Ordinance – North State Medical Transport
 - g. Resolution Approving the Sale of Two Frontend Loading Vehicles to the City of Rocky Mount, NC
 - h. Fiscal Year 2021-22 Budget Amendment #10
 - i. Approval of Contract Accepting Housing Staff Grant Funding from the Foundation for Health Leadership and Innovation
 - j. Second Amendment to the Development Agreement for the Construction of a Shared Government Facility at 203 South Greensboro Street, Carrboro, NC

9. County Manager’s Report

10. County Attorney’s Report

11. *Appointments

12. Information Items

- April 5, 2022 BOCC Meeting Follow-up Actions List
- Memorandum - Blackwood Farm Park Phase II Construction Project Progress Information Update

13. Closed Session

14. Adjournment



Note: Access the agenda through the County's web site, www.orangecountync.gov

***Subject to Being Moved to Earlier in the Meeting if Necessary**

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**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 4-a

SUBJECT: Recognition of County Employee Retirements from January 1, 2022 through March 31, 2022

DEPARTMENT: Human Resources

ATTACHMENT(S):

INFORMATION CONTACT:

Brenda Bartholomew, Human Resources Director, 919-245-2552

PURPOSE: To recognize and express gratitude to retirees for their devotion and service to Orange County and its residents.

BACKGROUND: The following employees have retired in the third quarter of this fiscal year:

First Name	Last Name	Department	Retirement Date	Years of Service
DENISE	BROWN	LIBRARY SERVICES	01/31/2022	23
GEORGE	PIERCE	SOLID WASTE MANAGEMENT	01/31/2022	28
TERESA	OAKLEY	SHERIFF	01/31/2022	18
RICKY	HART	CHILD SUPPORT SERVICES	01/31/2022	28
ANITA	WOODS	SOCIAL SERVICES	01/31/2022	13
ALFRED	YATES	EMERGENCY SERVICES	02/27/2022	27
ALOYISUS	FRAZIER	SOLID WASTE MANAGEMENT	02/28/2022	28
CRAIG	BENEDICT	PLANNING AND INSPECTIONS	03/31/2022	23

The Orange County Board of Commissioners thanks each of these retirees for their service to Orange County and for their dedication in meeting the primary mission of Orange County, in serving residents with fairness, respect and understanding.

FINANCIAL IMPACT: There is no financial impact associated with consideration of this item.

SOCIAL JUSTICE IMPACT: There is no Orange County Social Justice Goal impact associated with this item.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board recognize and express appreciation to the most recent retirees for their devotion and service to Orange County and its residents, and wish them well in their retirements.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 4-b

SUBJECT: Durham & Orange Transit Plan Governance Study – Interim Update

DEPARTMENT: Manager's Office, Planning & Inspections

ATTACHMENT(S):

1. Second Stakeholder Workshop Memo
2. PowerPoint Presentation

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
919-245-2308
Tom Ten Eyck, Transportation/Land Use
Planner, 919-245-2567
Tom Altieri, Comprehensive Planning
Supervisor, 919-245-2579

PURPOSE: To receive an update on the progress of the Durham & Orange Transit Plan Governance Study and next steps.

BACKGROUND: In the early 2010's, Orange County approved a county-wide transit plan, which included a joint recommendation for the development of the Durham-Orange Light Rail Transit (DO LRT) project. In 2013, an interlocal agreement (ILA) was developed and approved by the Board of County Commissioners (BOCC), the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) Board, and the GoTriangle Board of Trustees. Upon the discontinuation of the DO LRT project, it was determined that a new governance framework (aka ILA) was necessary to guide the implementation of future County transit plans.

Project goals include:

- Creation of a clear, operationally efficient governance structure that ensures that Orange County priorities are funded and implemented with the County transit taxes and fees.
- Formation of new levels of accountability, which includes development of an equitable set of processes, seeking to gain further community trust.

In the fall of 2021, the study team invited the BOCC, as well as others serving on other transit plan governing boards (GoTriangle & DCHC MPO) and staff, to participate in initial small-group interviews. From those interviews, the team learned about overall needs, and the study process continued to allow for a facilitated workshop with elected officials from each of the transit plan governing boards (GoTriangle & DCHC MPO). These needs were defined through five overall elements to be incorporated into a new governance framework: Representative, Equitable, Collaborative, Transparent, and Accessible.

From these five elements, the elected officials helped to further weigh-in on just how much change was necessary to primary elements of the existing framework. The feedback provided leadership and guidance to develop draft alternatives for consideration in a new governance framework. Staff

from all three parties to the existing governance framework attended a joint workshop in early March 2022. This workshop focused on critical elements that informed the foundation of what a new ILA could offer to all parties. Discussion focused on multiple alternatives of critical elements that comprise the following four areas: Membership, Voting Structures, Financial Planning, and Program & Plan Development. Initial outcomes of this workshop indicated:

- Formalizing greater involvement from multiple jurisdictions and entities at the Staff Working Group (SWG) level and associated representative voting structures (the SWG is the technical recommending body for plan implementation elements).
- Clearly defining roles & responsibilities for each signatory to the updated interlocal agreement.
- Solidifying the County's role in annual work program/budget development with the tax district administrator.
- Defining terminology and language consistently to ensure clarity and transparency for all parties who will use this updated governance framework for plan implementation in the future.
- While referencing State Statutes, the updated ILA and supporting documentation will further define equity as it relates to utilization of tax revenues throughout the county, as well as accounting for regional transit needs.

During the spring of 2022, staff and agency management reconvened for a second workshop (See Attachment 1) to discuss outstanding elements and also reviewed draft governance framework alternatives through an updated ILA between the County, DCHC MPO, and GoTriangle, as well as draft supportive policies and procedures (updated SWG Bylaws, Financial Policies, as well as incorporating plan implementation administration/management elements throughout). County staff working on this study anticipate that draft alternatives can be formed into a final set of recommendations that may be presented to the BOCC in June 2022.

FINANCIAL IMPACT: This study is being conducted in a partnership with Durham County. Orange County is contributing \$52,833.84. This money is being reimbursed from the Article 43 Transit tax revenues.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

Public Transportation provides opportunity for access to jobs and services and supports these Goals.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impact is applicable to this item:

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

RECOMMENDATION(S): The Manager recommends that the Board receive the update as information and provide any comments or questions.

Durham-Orange Transit Governance Study BOCC Interim Update Memo – Spring 2022

Coordination across multiple agencies, jurisdictions, and stakeholders to achieve a specific goal requires clear direction and guidance. In 2021, through a partnership between Orange and Durham Counties, a need was identified for new Interlocal Agreements and supporting policies & procedures to be developed that reflected the priorities of updated transit plans. These sets of documents are to consider new or refined roles and responsibilities among the partners through a joint process. The primary partners include the County, DCHC-MPO and GoTriangle. This study kicked off in August 2021 and will align with each County's transit plan update schedule for adoption of a new ILA and approval of supporting policies and procedures.

Project Goals

Goals were identified early on through a joint conversation between County representatives. Craig Benedict & Travis Myren participate for Orange County; Ellen Beckmann participates for Durham County. Critical aspects for this study to accomplish were identified to be:

- To create a clear, operationally efficient governance structure that ensures that Durham and Orange Counties' priorities are funded and implemented with the County transit taxes and fees.
- To form new levels of accountability, that includes development of an equitable set of processes which seek to gain community trust.

To achieve the identified needs and goals, the Counties, DCHC-MPO and GoTriangle selected Atkins to conduct this study. Atkins also partnered with Fountainworks to help facilitate joint stakeholder dialogues throughout the study process.

State Enabling Legislation

There are key State Statutes that inform the purposes of this governance study:

- **N.C.G.S Chapter 160A** defines how a government body exists. A portion of this chapter (**Article 26 – 'Regional Public Transportation Authority Act'**) defines how such a body functions to support public transportation services.
- **N.C.G.S Chapter 105** defines how a government body is enabled to raise and provide revenue for necessary uses and purposes. A portion of this chapter (**Article 43 – 'Local Government Public Transportation Sales Tax Act'**) defines how such revenues can be raised for the specific purpose of public transportation services and associated governance oversight.
- **N.C.G.S. Chapter 153A** defines enumerated powers and responsibilities for County's, but also defines the County role with levying revenue sources to support public transportation services (property tax assessment only).

Study Process to date

After the study kickoff, the process included two parallel tracks. The first is to review existing governance structures with respect to transit plan implementation/administration, both within the counties, as well as peer organizations (i.e., Wake County). The second is to develop a policies and procedures manual, which will be a set of support documents to guide detailed elements of each county's transit plan implementation efforts. The process to date has included the following major actions:

Initial Stakeholder Interviews (Sept-Oct '21) – discussions with nearly 70 individuals from all local jurisdictions and regional coordinating agencies across Durham & Orange Counties that share an interest in public

Durham-Orange Transit Governance Study BOCC Interim Update Memo – Spring 2022

transportation investment. Goals of the interviews were to capture needs, wants and desires for how a new governance framework should serve the local and regional communities within and across the two counties.

Joint Elected Officials Workshop (Nov '21) – Facilitated a half-day forum, which included elected officials from each County and each local municipality within each County, to build on the Initial Stakeholder Interviews and begin to quantify desired level of change to be made on major elements that support a governance framework. A majority of elected officials in attendance indicated that there should be some aspect of change with almost every element highlighted. Such elements included:

- changing the structure to allow for more collaboration between municipalities within each County (*83% indicated more collaboration was needed*),
- defining a significant change in voting representation (both for governing board roles & responsibilities, as well as staff representation on the technical recommending body, the Staff Working Group; *100% indicated some level of change from existing framework regarding voting representation*), and
- as well as defining how the annual budget development and decision-making process to meet the desired change for greater representation (*67% indicated that some level of change was necessary to better define/guide the annual budget development and decision-making process*).

Wake County Transit Program Peer Interview (Dec '21) – learned from neighboring peer to the east, Wake County, regarding successes and challenges relative to the governance framework supporting the Wake County Transit Plan/Program.

Alternatives Development (Jan-Feb '22) – alternative concepts for consideration in a new governance framework were reviewed and developed. While peer examples were used as models to inform initial direction, the concept of a comprehensive governance framework was deconstructed to focus on the critical elements that were necessary for collaborative dialogue during joint stakeholder workshops by all stakeholders before moving forward.

Joint Staff Workshop #1 (Mar '22) – Facilitated a half-day workshop with staff from each of the four coordinating organizations (Durham & Orange Counties, DCHC-MPO and GoTriangle), as well as staff from City of Durham/GoDurham, Town of Chapel Hill/Chapel Hill Transit and Orange Public Transit. This workshop focused on 17 proposed alternatives (each with a proposed recommendation) for consideration across 5 major elements that should comprise a transit plan governance framework. These 5 major elements are:

- Membership
- Voting Structures
- Financial Planning
- Multi-Year Plan Development
- Annual Work Program Development

Workshop participants were asked to provide feedback on each proposed alternative and the indicated recommendation. Upon conclusion of each topic's discussion, a 'pulse-check' confirmation was sought to provide direction on how to best incorporate language in draft governance documents. Many proposed recommended alternatives were met with consensus by all participants. Where a consensus was not met, one or more parties offered an alternative perspective for further consideration by all parties.

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Joint Staff Workshop #2 (Apr '22) – Facilitated a two-hour workshop with same staff representation as the Joint Staff Workshop #1. This workshop focused on 6 proposed alternatives (each with a proposed recommendation) for consideration across the 5 major elements from the first workshop. All topics discussed were items that were either tabled to allow for further research OR were highlighted as related elements during the first Joint Staff Workshop.

Major Outcomes from Joint Staff Workshops #1 & #2

The table on the following page highlights the topics discussed. The colors indicate action taken by the participants:

Durham-Orange Transit Governance Study
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Joint Stakeholder Workshop #1 (Mar '22)			Joint Stakeholder Workshop #2 (Apr '22)	
Membership	Durham County Primary Agreement (ILA)	Green	Orange County SWG (SWG Bylaws)	Pink
	Orange County Primary Agreement (ILA)	Green		
	Durham County SWG (SWG Bylaws)	Green		
	Orange County SWG (SWG Bylaws)	Pink		
Voting Structures	Durham SWG (ILA Defined)	Green	Orange County SWG (ILA defined; SWG Bylaws)	Pink
	Orange SWG (ILA Defined)	Pink		
	SWG Quorum (SWG Bylaws)	Green		
	SWG Chair & Assignment Role (SWG Bylaws)	Green		
	Voting on Annual Work Program (& Budget) Approval (ILA)	Pink		
	Conflict Mediation (ILA)	Grey		
Financial Planning	Critical Definitions – Revenue (ILA)	Green	Equitable Use of Net Proceeds	Green
	Critical Definitions – Model & Financial Plan (ILA)	Green		
	Equitable Use of Net Proceeds (ILA)	Grey	Supporting Increased Cost of Existing Services	Purple
	Process Definitions – Financial Model & Plan Development (ILA)	Green		
	Financial Policy Needs (supporting policy outline)	Green		
Multi-Year Plan Development	Multi-Year Vision Plan Update – Elements & Process (ILA)	Green	Multi-Year Plan Development Amendment Process & Thresholds for Initiation/Approval	Purple
	Annual Work Program Development	Green	Annual Work Program Amendment Process & Thresholds for Initiation/Approval	Purple
Consensus by all Appropriate Parties on Proposed Recommendation		Majority/Minority Perspectives Documented	Tabled for Further Discussion*	Consensus, but desire for more detail/discussion

*Topics were either tabled or highlighted during the 1st Joint Stakeholder Workshop; All became points of discussion during the 2nd Joint Stakeholder Workshop

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Topics Resulting in both a Majority & Minority Perspective

Membership to the Orange County SWG & Associated Voting Structures (both workshops)

Confirmed Alternative From March 1st Workshop



Voting Members:

- Orange County
 - Administration & Planning
- DCHC-MPO
- GoTriangle
- Town of Chapel Hill
 - Administration & CHT
- Town of Carrboro
- Town of Hillsborough
- City of Mebane

PAS = 2 Votes each
Non-PAS = 1 vote each

Non-Voting Members:

- TJCOG
- UNC Chapel Hill

GoTriangle Preferred Alternative



Voting Members:

- Orange County
 - Administration & OPT
- DCHC-MPO
- GoTriangle
- Chapel Hill Transit

PAS = 2 Votes each
Non-PAS = 1 vote each

Non-Voting Members:

- TJCOG
- UNC-Chapel Hill
- Town of Chapel Hill
- Town of Carrboro
- Town of Hillsborough
- City of Mebane



- Confirmed alternative from March 1st Workshop was confirmed by Orange County & DCHC-MPO.
 - Justification aligned with the Joint Elected Officials Workshop to allow for greater coordination with municipalities in the county.
- GoTriangle's alternative still invites municipalities to the table, but with no formal voting representation.
 - GoTriangle expressed that transit operators (outside of the three Primary Agreement Signatories) should be only entities to have a formal vote on plan implementation efforts.

Voting on Annual Work Program & Budget Approval Process

Proposed language to include in a new ILA:

Upon receipt of the documents of the County Transit Work Program from the SWG's recommendation, the Board of Commissioners should have first review, hold a public hearing and vote. The BOCC would have the opportunity to:

1. Approve the County Transit Work Program
2. Deny and Develop a list of Significant Concerns and/or technical issues with the work program and seek revision from staff, allowing for a subsequent review/approval process with the BOCC.

Upon approval by the County BOCC, GoTriangle should continue in practice to approve each County Transit Work Program, which includes annual budgets administered by GoTriangle on behalf of each County. GoTriangle should not be able to make changes once received from the County BOCC approval but can choose to approve or deny and develop list of Significant Concerns.

This language was confirmed by both Orange and Durham Counties, as well as DCHC-MPO to be incorporated in draft governance frameworks. This would allow the County BOCC first opportunity to review and have more direct involvement in annual work program development.

GoTriangle raised concerns over schedule related to how annual work program and budget should reach the GoTriangle BOT with the BOCC now being recommended to review first.



Durham & Orange Counties Transit Plan Governance Study

Orange BOCC Interim Update
April 26, 2022



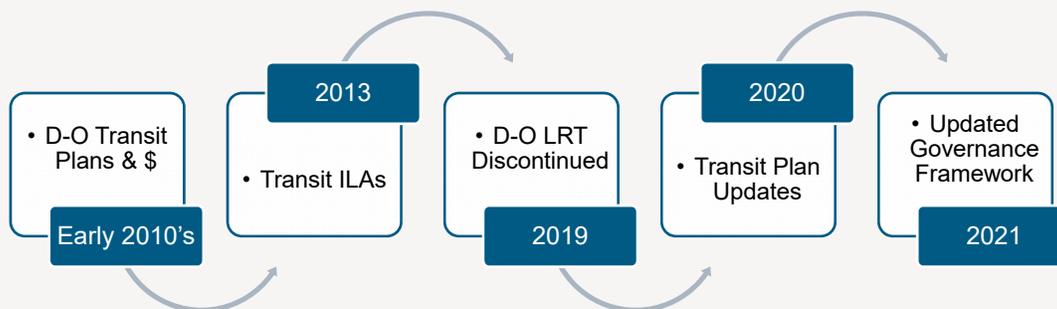
Update Outline

- › **Project Need & Overview**
- › **Project Goals**
- › **Study Process to Date**
- › **Major Outcomes from Joint Staff workshops #1 & #2**
- › **Topics Resulting in both Majority & Minority Perspective**



2

Project Need & Overview



Primary State Enabling Legislation

- › **N.C.G.S. Chapter 160A** – defines how a government body exists
 - › *Article 26 – Regional Public Transportation Authority Act*
- › **N.C.G.S. Chapter 105** – defines how a government body is enabled to raise and provide revenue for necessary uses and purposes.
 - › *Article 43 – Local Government Public Transportation Sales Tax Act*
- › **N.C.G.S. Chapter 153A** – defines enumerated powers and responsibilities for Counties, but also defines the County role with levying revenue sources to support public transportation services (property tax assessment)

Project Goals

- › Creating a **clear**, operationally **efficient** governance structure that ensures that Durham & Orange Counties' **priorities are funded and implemented** with the County transit taxes and fees
- › Forming new levels of **accountability**, that includes development of an **equitable set of processes** which seek to **gain community trust**.



Study Process to Date



Study Process to Date



Major Outcomes from Joint Staff Workshops #1 & #2

Joint Stakeholder Workshop #1 (Mar '22)			Joint Stakeholder Workshop #2 (Apr '22)	
Membership	Durham County Primary Agreement (ILA)	Green	Orange County SWG (SWG Bylaws)	Pink
	Orange County Primary Agreement (ILA)	Green		
	Durham County SWG (SWG Bylaws)	Green		
	Orange County SWG (SWG Bylaws)	Pink		
Voting Structures	Durham SWG (ILA Defined)	Green	Orange County SWG (ILA defined; SWG Bylaws)	Pink
	Orange SWG (ILA Defined)	Pink		
	SWG Quorum (SWG Bylaws)	Green		
	SWG Chair & Assignment Role (SWG Bylaws)	Green		
	Voting on Annual Work Program (& Budget) Approval (ILA)	Pink		
	Conflict Mediation (ILA)	Green		
Consensus by all Appropriate Parties on Proposed Recommendation		Green	Majority/Minority Perspectives Documented	Pink
		Tabled for Further Discussion*	Consensus, but desire for more detail/discussion	Purple



Major Outcomes from Joint Staff Workshops #1 & #2

Joint Stakeholder Workshop #1 (Mar '22)		Joint Stakeholder Workshop #2 (Apr '22)	
Financial Planning	Critical Definitions – Revenue (ILA)		
	Critical Definitions – Model & Financial Plan (ILA)		
	Equitable Use of Net Proceeds (ILA)		Equitable Use of Net Proceeds
	Process Definitions – Financial Model & Plan Development (ILA)		
	Financial Policy Needs (supporting policy outline)		Supporting Increased Cost of Existing Services
Multi-Year Plan Development	Multi-Year Vision Plan Update – Elements & Process (ILA)		Multi-Year Plan Development Amendment Process & Thresholds for Initiation/Approval
	Annual Work Program Elements Defined (ILA)		Annual Work Program Amendment Process & Thresholds for Initiation for Initiation/Approval
Consensus by all Appropriate Parties on Proposed Recommendation		Majority/Minority Perspectives Documented	Consensus, but desire for more detail/discussion
		Tabled for Further Discussion*	

Topics Resulting in both Majority & Minority Perspective

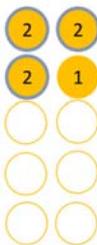
Orange County SWG Membership & Associated Voting Structure

Confirmed Alternative From March 1st Workshop



- Voting Members:**
- Orange County
 - Administration & Planning
 - DCHC-MPO
 - GoTriangle
 - Town of Chapel Hill
 - Administration & CHT
 - Town of Carrboro
 - Town of Hillsborough
 - City of Mebane
- PAS = 2 Votes each
Non-PAS = 1 vote each
- Non-Voting Members:**
- TJCOG
 - UNC Chapel Hill

GoTriangle Preferred Alternative



- Voting Members:**
- Orange County
 - Administration & OPT
 - DCHC-MPO
 - GoTriangle
 - Chapel Hill Transit
- PAS = 2 Votes each
Non-PAS = 1 vote each
- Non-Voting Members:**
- TJCOG
 - UNC-Chapel Hill
 - Town of Chapel Hill
 - Town of Carrboro
 - Town of Hillsborough
 - City of Mebane

Legend

- PAS = Primary Agreement Signatory with vote(s)
- Non-PAS with vote(s)
- Non-Voting Members

Topics Resulting in both Majority & Minority Perspective

Voting on Annual Work Program & Budget Approval Process

Recommended language would provide:

- › The County first opportunity to consider approval of the Annual Work Program as recommended by the Staff Working Group.
- › County would have oversight to 'Approve,' or 'Deny.'
- › Upon Approval, GoTriangle BOT would receive County Work Program (which includes budgets).
- › GoTriangle would not be able to make any changes, but could approve or deny while producing a list of Significant Concerns or technical issues

This language/process was confirmed by both Counties, as well as DCHC-MPO. GoTriangle raised concerns over schedule related to how the annual work program and budget should reach GoTriangle BOT with the BOCC now being recommended to review first.



11



Durham & Orange Counties Transit Plan Governance Study

Orange County
Staff Contacts

- Travis Myren
- Tom Altieri, AICP
- Tom Ten Eyck

Atkins Project Manager
• Adam Howell, AICP



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 4-c

SUBJECT: Orange County Transit Plan Update Presentation

DEPARTMENT: Manager's Office, Planning & Inspections

ATTACHMENT(S):

1. Memo from Renaissance Planning
2. PowerPoint Presentation

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
919-245-2308
Tom Altieri, Comprehensive Planning
Supervisor, 919-245-2579
Tom Ten Eyck, Transportation/Land Use
Planner, 919-245-2567

PURPOSE: To receive information on the Orange County Transit Plan (OCTP) Update process and draft recommendations for new bus operations and capital projects for any preliminary feedback and comments that may help inform a draft plan.

BACKGROUND: In 2012, the Orange County Board of County Commissioners (BOCC) along with the Durham-Chapel Hill Carrboro Metropolitan Planning Organization (DCHC MPO) and GoTriangle adopted Orange County's first comprehensive Transit Plan. This Plan was funded using a newly-adopted Article 43 Half-Cent Sales Tax, and it included investments in new and expanded bus service and new capital infrastructure projects such as the Chapel Hill North- South Bus Rapid Transit Project, the Hillsborough Train Station, and the Durham-Orange Light Rail Transit (DO-LRT) Project. The Plan was updated in 2017 to meet federal requirements associated with the DO-LRT Project.

In March 2019, the DO-LRT Project was discontinued. This project was central to the Transit Plan, was the Plan's primary investment, represented a critical partnership between Durham and Orange counties, and served as the transit infrastructure around which other transit services and growth strategies were planned. In response to the discontinuation of the light rail project, a staff team began the process of creating a potential planning framework to create a new Orange County Transit Plan that prioritizes investments, funds service improvements, and improves the resiliency of the public transit network.

At its November 17, 2019 meeting, the Orange County BOCC approved the planning framework for updating the Orange County Transit Plan. The framework included a Policy Steering Committee (PSC) composed of two (2) Commissioners serving as Co-Chairs, and one representative each from Chapel Hill, Carrboro, Hillsborough, and Mebane to lead the process. The County and/ or municipal appointees are intended to represent the interests of GoTriangle and DCHC MPO.

The PSC is aided by a staff team which is led by County staff and includes representatives from the same organizations as well as staff support from the Triangle J Council of Governments (TJCOG), the Triangle Area Rural Planning Organization (TARPO), and the University of North Carolina at Chapel Hill (UNC). Both the PSC and the staff team provide direction and guidance to the consulting firm whose tasks include analyzing data, facilitating public input processes, soliciting feedback from specific stakeholders, and drafting the Transit Plan. The new Plan is intended to outline transit investment priorities through 2040.

In January 2020, Orange County Planning staff began work with Renaissance Planning, Inc., the consulting firm chosen to update the Orange County Transit Plan. Over the past two years, Planning staff and the consulting team have established key project deliverables and the timetable for their delivery, defined the scope of the consulting work, established a project website (www.octransit2020.com), created the public participation and outreach plans, and conducted regular meetings with the PSC, transit service providers, and key stakeholders with updates on the plan's progress.

Following is a list of key process milestones carried out by the consultant, PSC, transit service providers and staff teams:

- Held bi-monthly meetings with progress updates for the PSC during the 2020 calendar year (May 2020)
- Received the Transit Choices Brochure (TCB), a visual document that illustrates the concepts and continuums of transit planning, and the Regional Connections Opportunity (RCO) Report, a technical assessment of key issues and opportunities for effective transit service (July 2020)
- Held the first Transit Summit over the Zoom platform and received a memo of key themes from the summit discussions and first public survey (October 2020)
- Met with Durham City and County representatives to discuss progress of Durham Transit Plan Update relative to the Orange County Transit Plan Update (November 2020)
- Received draft versions of conceptual scenarios and graphics with an accompanying memo (January 2021)
- Held recurring monthly PSC meetings over Zoom with updates for first half of 2021 (January 2021 – June 2021)
- Received final versions of conceptual scenarios and graphics with an accompanying memo (May 2021)
- Held an in-person Transit Summit for PSC members to discuss core values and visions for the fiscally-constrained plan and learned of aspirational future projects (July 2021)
- Received draft recommended network and plan as well as draft conceptual vision map for transit service provider feedback and scheduling of future PSC meetings (October 2021)
- Held PSC Work Session #1 to look at the final recommended network and conceptual vision map with purpose of permitting project management team to begin round 2 of public outreach (January 2022)
- Created public outreach opportunities with a second round of surveying (where over 1,000 surveys were collected) and two focus groups (held on February 8th and February 16th) that included local stakeholders (February 2022)
- Held PSC Work Session #2 to look at the feedback received from public outreach and assess the draft network, which resulted in a request to provide check-in presentations to the local elected boards (March 2022)

Key takeaways from the public outreach include the overall approval of projects as they were outlined and an agreement of the need for more regional projects in the future. After discussing the need to wait for the Transit Plan Governance Study to conclude prior to the Transit Plan Update's adoption, the PSC advised the project management team to begin scheduling check-in meetings with the municipalities in the local government as well as the BOCC.

Remaining Consultant Deliverables – Next Steps

Attachment 1 is a memo from Renaissance Planning that, among other items, outlines its remaining work and next steps of the Transit Plan Update. Generally, these items include:

- Additional check-in meetings with Carrboro, Chapel Hill, and Hillsborough;
- Final PSC Work Session; and
- Delivery of a final report to the Orange County staff team.

Adoption Process

The *2017 Orange County Transit Plan* was adopted by the Orange County BOCC on April 27, 2017 before it was adopted by DCHC MPO and the GoTriangle Board of Trustees on April 28, 2017. The final Plan will be presented to the Orange County BOCC after the summer break, and Orange County staff will guide the 2022 Transit Plan Update through the adoption process following the critical path outlined below:

Orange County:

- Orange Unified Transportation Board recommendation
- BOCC Public Hearing
- BOCC adoption consideration

DCHC MPO:

- Technical Committee recommendation
- Board adoption consideration

GoTriangle:

- Board adoption consideration

FINANCIAL IMPACT: Funds for this consultant were earmarked in Orange County's annual budget, with the contract (with amendments) not to exceed \$359,060. This cost is being reimbursed from the Article 43 Transit tax revenue.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group or people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impact is applicable to this item:

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

RECOMMENDATION(S): The Manager recommends that the Board receive the presentation and provide feedback and comments as appropriate.

April 26, 2022

To: Orange County Board of County Commissioners
From: Caroline Dwyer, AICP, Project Manager, Renaissance Planning
Re: Update Memo for the Orange County Transit Plan Update

Background

In 2012, the Orange County Board of County Commissioners (BOCC), the Durham-Chapel Hill Carrboro Metropolitan Planning Organization (DCHC MPO), and GoTriangle adopted the Orange County’s first comprehensive Transit Plan allocating the Article 43 Half-Cent Sales Tax dedicated to funding public transportation improvements in Orange County. The 2012 plan included investments in new and expanded bus service and capital projects such as the Chapel Hill North-South Bus Rapid Transit (N-S BRT), the Hillsborough Train Station, and the Durham-Orange Light Rail Transit (D-O LRT) project connecting employment, education, and health care centers in Durham and Chapel Hill.

The Orange County Transit Plan was last updated in 2017 to adjust financial projections and cost share information related to the D-O LRT. The subsequent discontinuation of D-O LRT in 2019 compelled the need for an additional update of the Orange County Transit Plan to confirm transit-related priorities and projects in Orange County, and to reallocate revenues collected through the County’s half-cent transit sales tax.

Renaissance Planning was selected in 2020 to lead the team developing the Orange County Transit Plan Update. Team members include internationally-recognized transit planning firm Jarrett Walker & Associates (JWA) and the equity and inclusion experts at McClaurin Solutions. The project encompassed two main phases of planning. In Phase 1, the consulting team introduced key transit planning concepts and framed investment decisions within community values generating two conceptual transit scenarios (a high-ridership focused scenario and a geographic coverage-focused scenario). The project’s second phase proposed a set of projects aligned with community values and priorities to include in the Plan update. These projects were thoroughly vetted with transit service providers, key stakeholders, the public, and the Plan’s Policy Steering Committee (PSC). A plan and schedule for project implementation was also created.

The Transit Plan Update also includes a conceptual transit vision map in addition to projects that can be funded using transit tax revenues. The conceptual vision shows longer-term, regional, capital projects, such as bus rapid transit routes, that will require substantial funding support beyond what is generated through the County transit tax and close cooperation between regional partners.

Tasks by Phase		
Phase 1	T1	PSC Coordination
	T2	Transit Choices Brochure
	T2	Regional Connections Opportunities Report
	T3	Engagement Preparations
	T3	Engagement Wave 1
	T4	Conceptual Scenario Development
Phase 2	T5	Identify projects
	T5	Prioritization process development
	T5	Preferred Scenario
	T6	Engagement wave 2 prep
	T6	Engagement Wave 2
	T7	Revenue forecasting
	T7	Implementation Plan
	T8	Final Report

Figure 1 Project Tasks



The Orange County Transit Plan Update has eight primary tasks and numerous subtasks (Figure 1). The consulting team has completed seven of the eight tasks. Remaining tasks include drafting the plan's documentation and providing updates on the project to the BOCC, GoTriangle, Town of Chapel Hill, Town of Carrboro, and the Town of Hillsborough; an update was delivered to DCHC MPO in March 2022. Durham County is also currently updating their transit plan, and both counties plus DCHC MPO and GoTriangle are in the process of updating the governance plan underlying regional decisions and investments requiring joint cooperation, cost-sharing and more. The final Orange County Transit Plan Update documentation will be completed by the end of June. Plan approval and adoption will be conducted in the fall of 2022 to accommodate the ongoing governance plan update and the need to coordinate approval and adoption processes with multiple parties (Figure 2).

The remainder of this memo describes:

- Funding assumptions
- Outreach and engagement
- Transit projects included in the update
- Conceptual transit vision map
- Outline of transit plan documentation.

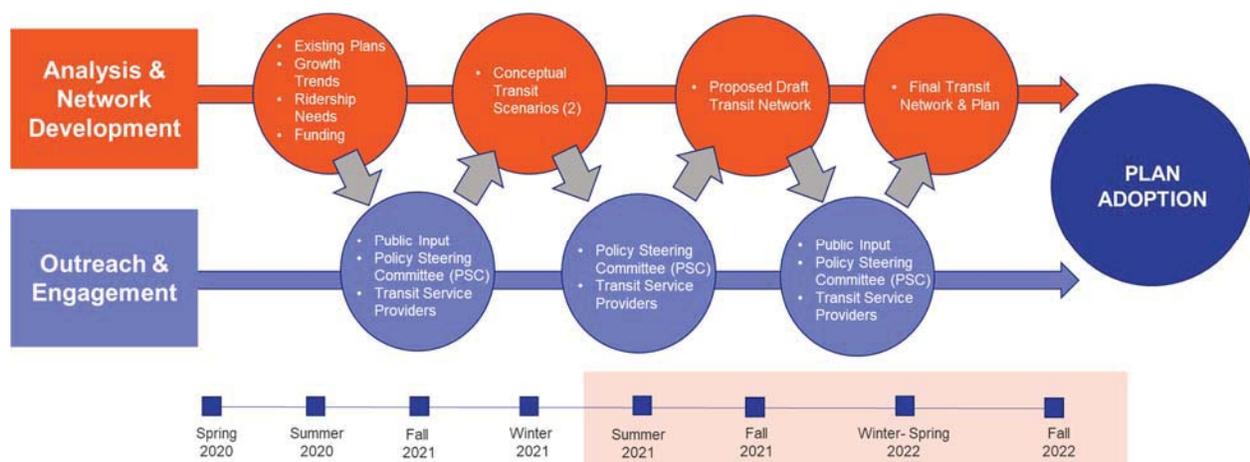


Figure 2 Project Schedule

Project Outreach and Engagement

Phase 1: Identify Needs & Priorities

The first phase of project outreach and engagement was conducted during the fall of 2020. Opportunities to participate included a virtual Transit Summit and a public survey. A more robust program of outreach and engagement was originally planned but had to be scaled back due to the emerging COVID-19 pandemic and related uncertainties. The Transit Summit was held on October 1, 2020 from 5-8 PM via Zoom. Participants were asked to pre-register and simultaneous translation (English/Spanish) was provided. Over ninety people registered and 58 participated during the event. The Summit featured lots of questions and answers and live polling; a recording is available on www.octransit2020.com. An online survey was also conducted during the month



of September 2020. Over two hundred individuals responded, 93% of whom live and/or work in Orange County and 62% who currently ride transit. The survey asked key questions to help guide investment decisions such as whether Orange County should prioritize investments on routes with higher ridership or if the County should prioritize expanding service to areas that don't currently have transit available, even if ridership is lower. The highest percentage of respondents (40%) indicated they thought service should be balanced between higher ridership and higher coverage service, even if it means less service overall.

Respondents also indicated a preference for:

- More service on Saturdays/weekends (most frequent request for improved service)
- Longer service hours (i.e., earlier in the morning and later in the evening)
- More frequent service/ less wait time between buses
- More amenities at transit stops (benches, shelters, lighting)
- More accessible information about routes and vehicle arrival times at stations/ stops

The feedback from this first round of engagement directly informed the identification of the projects proposed for the Transit Plan Update.

Phase 2: Vet Proposed Projects

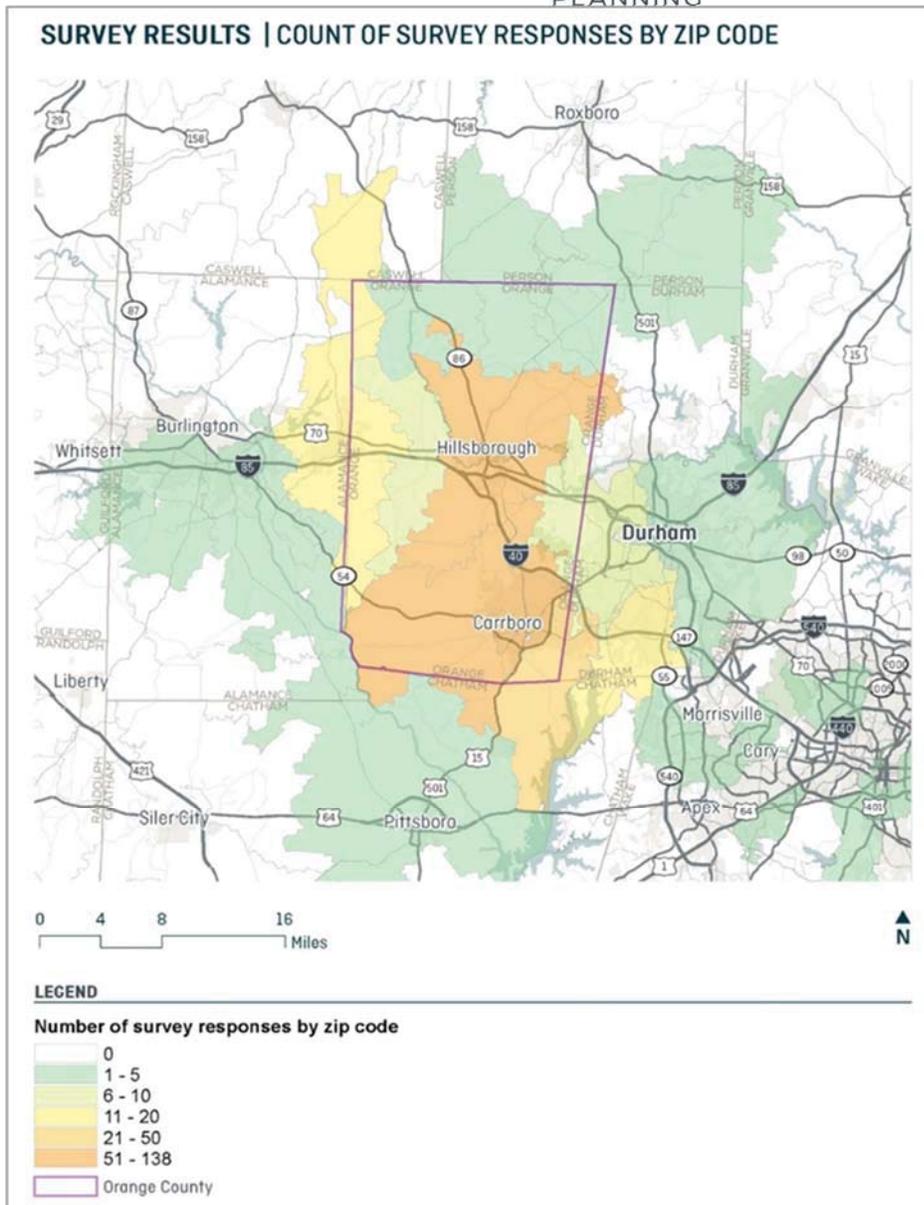
The second phase of outreach and engagement for Orange County's Transit Plan Update focused on gathering feedback on the draft proposed transit projects and a conceptual transit vision plan, guiding future investments. Outreach was conducted both in-person and online, in English and in Spanish, to maximize visibility and accessibility. In-person outreach prioritized key transit corridors and stops, which were identified with input from contacts at GoTriangle, Chapel Hill Transit, Orange County Public Transportation, and the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization.

Several methods were used to gather feedback including direct discussions with transit service providers and key stakeholders; two (2) virtual focus group discussions; an online survey (in English and Spanish); and in-person pop-ups at transit stops. Mobility on Demand (MOD) improvements received the strongest support out of the proposed service improvements. Overall, more respondents expressed stronger support for infrastructure projects compared to service improvements. Comments indicate a desire to strengthen regional connections and to prioritize equity considerations with any future projects.

The feedback gathered during this phase helps County staff and the planning team prioritize new transit investments, fund transit service improvements, and improve the resiliency of the transit network in Orange County and directly informed the recommendations for the draft plan and conceptual transit vision.



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New Investments in Transit

Seven (7) transit improvement projects are proposed for the Orange County Transit Plan Update. Two (2) are capital investments and five (5) are improvements to existing service. These projects are summarized below, including net new revenue hours and vehicles required to support service improvements (Table 1).

Transit Project/Service	Net New Revenue Hours	Additional peak vehicles	Impl. Year	Operations (Annual) Cost	Capital Cost
Service Improvements					



RENAISSANCE
PLANNING

Chapel Hill Transit CW: Improve weekday midday service to 30 minutes.	1,500	0	FY23	\$181,425	N/A
Chapel Hill Transit HS: add weekend service with 1 bus (70 min frequency) (8 am until 6:30 pm)	1,177	0	FY23*	\$152,326*	N/A
Orange County Public Transportation Mobility-on-Demand Service	3,200	0	FY24	\$228,616	
Chapel Hill Transit NS: Improve morning peak frequency to every 6 minutes. Provide Saturday service until 11 PM and Sunday service until 9 PM.	2,300	3	FY26	\$299,575	\$1,855,583
US 15-501 Project Bundle					
<i>GoTriangle 400/405:</i> Consolidate into one pattern via Manning Dr. to Carrboro and Jones Ferry Park and Ride. Schedule effective 15-minute service midday, and improved Sunday and evening service.	20,067**	2**		\$1,594,591**	
<i>Chapel Hill Transit D:</i> Extend service to Patterson Place and provide Saturday service until 9 PM.	5,300	1	FY29	\$446,042	\$2,748,477**
<i>Chapel Hill Transit J:</i> Improve morning peak frequency to every 10 minutes and offer 15-minute service until noon. Provide Saturday service until 11 PM and Sunday service until 9 PM.	3,200	2		\$448,848	
Capital Improvements					
Fordham/Ephesus Church Improvements (400/D/F Connection)	N/A	N/A	FY 26-28	N/A	\$6,000,000
Fordham/Manning Queue Jump and Shoulder Running Improvements	N/A	N/A	FY 26-28	N/A	\$6,000,000
<i>*By amendment to FY23 Work Plan</i>					
<i>**Half of these revenue hours and costs are assumed to be shared with Durham County.</i>					

Table 1 Project Summary

To select projects, the following questions were considered:

- Is the project identified as an unfunded or emerging priority by transit service providers?
- Does the improvement meet needs expressed by public?
- Does the improvement reflect values identified by PSC? (Equity, environmental sustainability, economic prosperity, affordable and attainable quality of life, transportation, and access for all)
- Does the project support the conceptual transit vision or fill a regional connectivity gap?



Accessibility analyses were used to assess the potential impacts of proposed projects by location, by job type, and by a variety of sociodemographic characteristics, as measured in improvements to transit frequency, improvements to weekend and evening service, and transfer opportunity improvements.

The proposed service improvements reflect near-term investments that can be funded with transit tax revenues, projected by GoTriangle's financial model. Some outside funding will be required to support the capital improvements (except for vehicles needed to support improved service, which are included in the implementation plan). Costs for each transit improvement in the plan have been developed based on coordination with the three transit providers and building off previously estimated costs for improvements in each agency's Short Range Transit Plan. We have calculated revenue hours of service for each proposed improvement (Table 1) and converted revenue hours to costs in dollars based on the assumptions in Table 2. For improvements requiring additional peak vehicles, it is assumed that new vehicles for GoTriangle or Chapel Hill Transit cost approximately \$560,000 and inflate in future years at a rate of 3.1%. **Error! Reference source not found.** shows the estimated cost for each improvement project included in the plan.

Constants	Value
Operating Cost Annual Inflation Factor	2.50%
Current cost of OPT per hour	\$68.00
Current cost of GoT per hour	\$133.70
Current cost of CHT per hour	\$118.00
Cost of vehicle	\$560,000

Table 2 Assumptions

Conceptual Transit Vision Map

A conceptual transit vision map was created to illustrate aspirational, un-programmed, longer-term transit capital investments (Figure 3). These are projects that have been included in regional plans, such as the 2050 Metropolitan Transportation Plan (MTP) and other local and regional transit plans. The represented corridors are illustrative and should be used to help prioritize future transit investments. The final transit plan will include plan-level estimates for premium transit service in various conceptual corridors.



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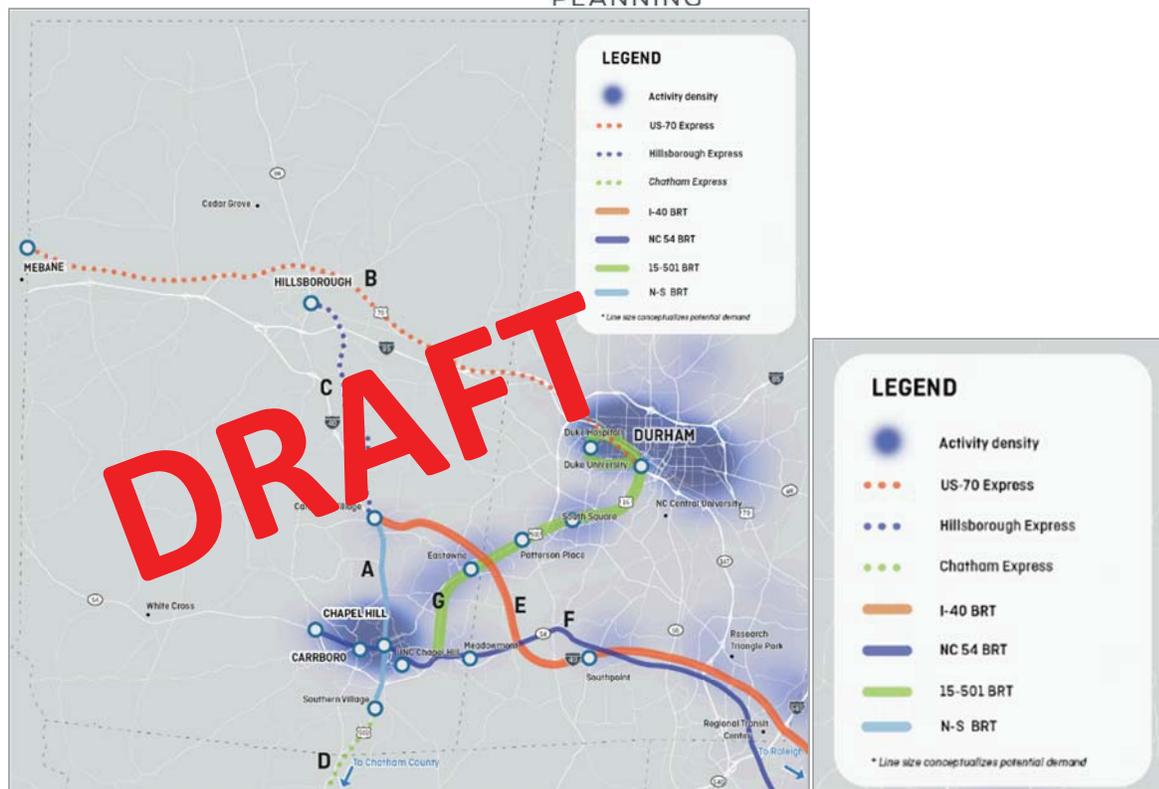


Figure 3 Conceptual Transit Vision Map

Implementation and Next Steps

Implementation Steps:

Formal approval and adoption of the plan is anticipated to take place in the fall of 2022, following adoption of the Transit Plan Governance Study and planned summer meeting breaks of elected boards. This process will be coordinated and facilitated by Orange County planning department staff. The Orange County Transit Plan Update document will include the following components:

- Executive summary (also functions as a standalone document describing the plan update and projects)
- About the Plan
- Purpose, values, and goals
- Equity – woven throughout the plan, in all sections
- Key players and parties
- Planning history and process, including engagement
- Regional and County Snapshots
 - Socioeconomic drivers
 - Spatial trends and dynamics
- Transit inventory and performance
- Project Descriptions
- Unfunded Priorities
- Budget, Implementation Plan, and Schedule
- Next Steps



GoTriangle Financial Model Revenues Used

Orange - Revenues	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	FY37	FY38	FY39	FY40
Local Revenue (Not Project Specific) (\$ 000)																				
1/2 Cent Sales Tax	8,532,844	7,402,100	8,532,844	8,888,652	9,204,950	9,530,008	9,819,265	10,092,012	10,452,461	10,871,747	11,307,834	11,745,697	12,176,496	12,621,721	13,106,314	13,664,308	14,272,610	14,910,045	15,576,387	16,275,734
\$3 Increase Regional Registration Fee	350,958	337,000	350,958	356,222	361,566	366,989	372,494	378,081	383,753	389,509	395,352	401,282	407,301	413,411	419,612	425,906	432,295	438,779	445,361	452,041
\$7 County Vehicle Registration Fee	818,895	786,800	818,895	831,178	843,646	856,301	869,145	882,182	895,415	908,846	922,479	936,316	950,361	964,616	979,086	993,772	1,008,679	1,023,809	1,039,166	1,054,753
Rental Car Tax (Orange County Allocated)	481,695	432,400	481,695	493,737	506,081	518,733	531,701	544,994	558,619	572,584	586,899	601,571	616,610	632,026	647,826	664,022	680,622	697,638	715,079	732,956
Total Transit Tax Revenue	\$ 10,184,392	\$ 8,958,300	\$ 10,184,392	\$ 10,569,790	\$ 10,916,243	\$ 11,272,031	\$ 11,592,605	\$ 11,897,270	\$ 12,290,247	\$ 12,742,686	\$ 13,212,564	\$ 13,684,867	\$ 14,150,769	\$ 14,631,774	\$ 15,152,838	\$ 15,748,007	\$ 16,394,205	\$ 17,070,271	\$ 17,775,993	\$ 18,515,484
Sales Tax Growth Rate (Moody's Baseline FY24-FY50)	FY21 Actual	FY22 Adopted Plan	Match FY21 Actual	4.17%	3.56%	3.53%	3.04%	2.78%	3.57%	4.01%	4.01%	3.87%	3.67%	3.66%	3.84%	4.26%	4.45%	4.47%	4.47%	4.49%
\$3 Car Registration	FY21 Actual	FY22 Adopted Plan	Match FY21 Actual	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
\$7 Car Registration	FY21 Actual	FY22 Adopted Plan	Match FY21 Actual	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Rental Car Tax	FY21 Actual	FY22 Adopted Plan	Match FY21 Actual	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

Additional information on financial projects provided by Sandra Freeman (GoTriangle) on 1/5/22:

"The attached [table] is what I plan on using for the FY23 Orange County Transit Work Plan model.

- FY21 – Actuals
- FY22 – What was adopted on the Transit Work Plan
- FY23 – Matched FY21 Actuals
- FY24-FY50 – Moody's Baseline

FY23 methodology is similar to what I have done for Wake and Durham. The thought process is that FY21 was higher than anticipated but it can be due to the stimulus / enhanced benefits or just rebounding from a rough FY20. FY23 actuals matching can be conservative as inflationary prices will add to the sales tax % + the region in general is still adding people."



ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS UPDATE

ORANGE COUNTY TRANSIT PLAN UPDATE

April 26, 2022



PROJECT TEAM



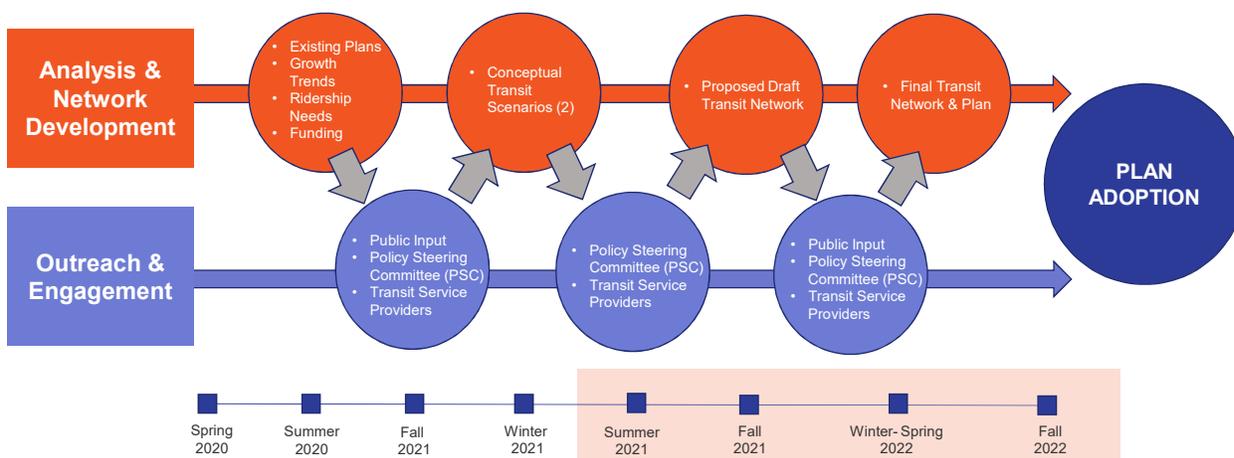
Project Manager: Caroline Dwyer, AICP
cdwyer@cityesthatwork.com
 919-636-5032 x 401



AGENDA

- **Project Overview & Schedule**
- **Transit Plan: What's included?**
- **Engagement**
- **Projects**
- **Conceptual Transit Vision Map**
- **Plan Documentation**
- **Next Steps**

PROJECT OVERVIEW & SCHEDULE



TRANSIT PLAN UPDATE: WHAT'S INCLUDED?

- **Programmed projects are carried over:** capital investments and service improvements in previously adopted transit plans (2012, 2017) excluding LRT
- **New projects:** capital investments and service improvements) funded with unallocated transit tax revenues

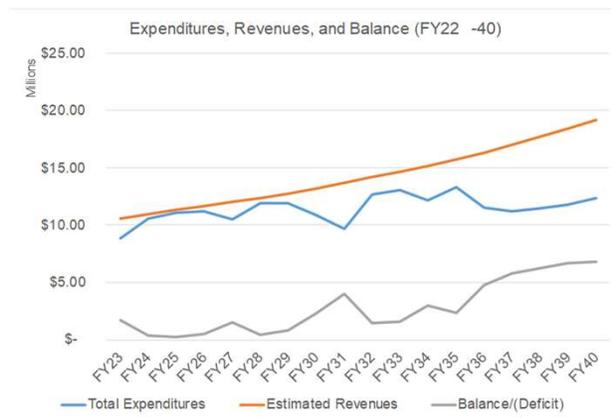


Figure 1 Orange County transit expenditures, revenue, and balance

ENGAGEMENT

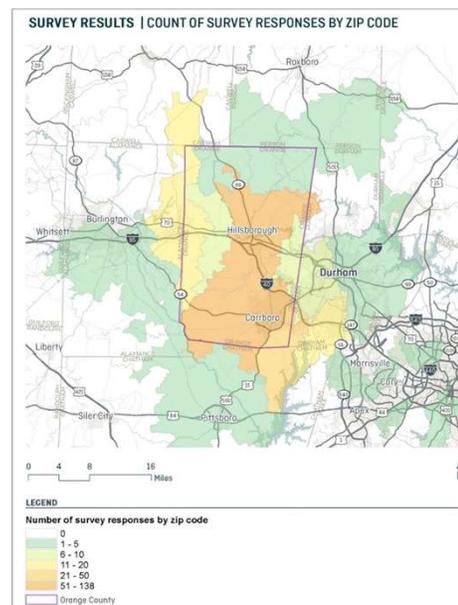
TWO PHASES

Phase 1 (Fall 2020)

- Goal - Identify Needs & Priorities
- Methods: Virtual Transit Summit, online survey

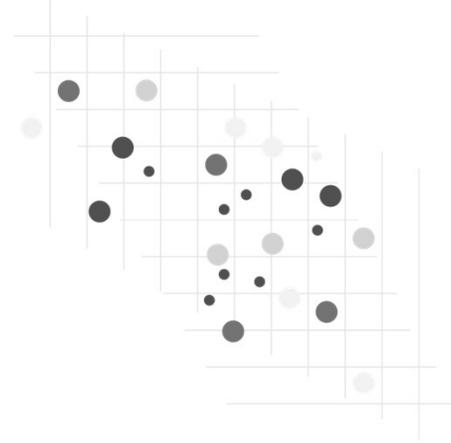
Phase 2 (Winter/Spring 2022)

- Goal - Vet Proposed Projects
- Methods: Virtual focus groups, online survey, pop ups at transit stops



PROJECTS: SELECTION

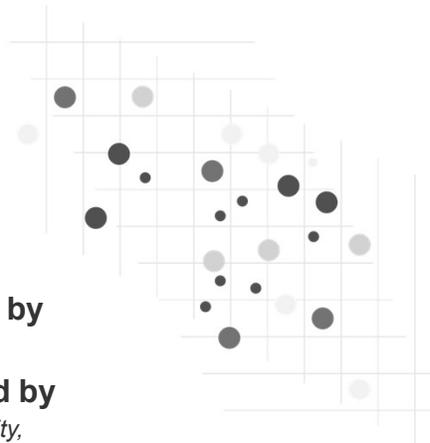
- Funded using projected transit tax revenues (rather than taking on debt)
- GoTriangle financial model forecasts used to determine available future revenues
- Already-programmed capital and service improvements are included in expenses



PROJECTS: SELECTION

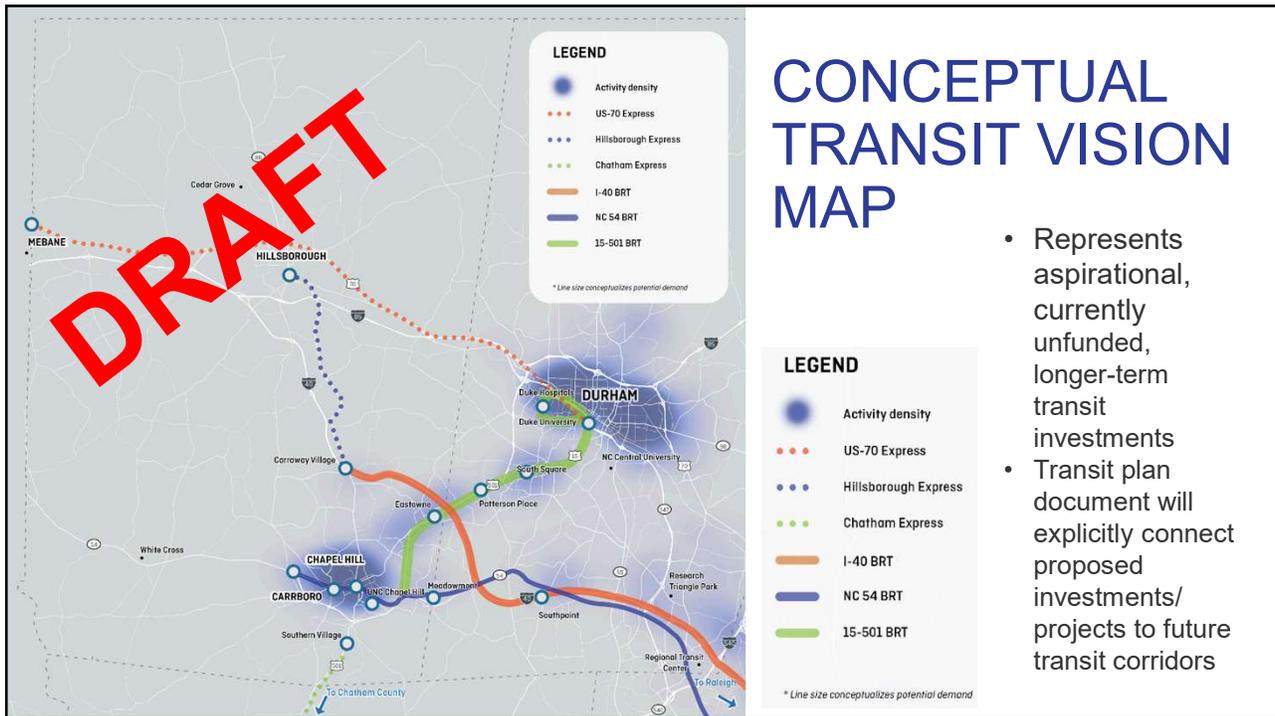
For each potential project, we considered:

1. Is the project identified as an **unfunded or emerging priority** by transit service providers?
2. Does the improvement **meet needs expressed by public**?
3. Does the improvement **reflect values identified by PSC?** *Equity, environmental sustainability, economic prosperity, affordable and attainable quality of life, transportation and access for all*
4. Does the project **support the conceptual transit vision or fill a regional connectivity gap**?



INCLUDED PROJECTS: SERVICE AND CAPITAL IMPROVEMENTS

Transit Project/ Service	Net New Revenue Hours	Additional peak vehicles
Service Improvements		
Chapel Hill Transit CW: Improve weekday midday service to 30 minutes.	1,500	0
Chapel Hill Transit HS: add weekend service with 1 bus (70 min frequency) (8 am until 6:30 pm)	1,177	0
Orange County Public Transportation Mobility-on-Demand Service		
Chapel Hill Transit NS: Improve morning peak frequency to every 6 minutes. Provide Saturday service until 11 PM and Sunday service until 9 PM.	2,300	3
US 15-501 Project Bundle		
<i>GoTriangle 400/405:</i> Consolidate into one pattern via Manning Dr to Carrboro and Jones Ferry Park and Ride. Schedule effective 15-minute service midday, and improved Sunday and evening service.	20,067**	2**
<i>Chapel Hill Transit D:</i> Extend service to Patterson Place and provide Saturday service until 9 PM.	5,300	1
<i>Chapel Hill Transit J:</i> Improve morning peak frequency to every 10 minutes and offer 15-minute service until noon. Provide Saturday service until 11 PM and Sunday service until 9 PM.	3,200	2
Capital Improvements		
Fordham/Ephesus Church Improvements (400/D/F Connection)		
Fordham/Manning Queue Jump and Shoulder Running Improvements		
<i>*By amendment to FY23 Work Plan</i>		
<i>**Half of these revenue hours and costs are assumed to be shared with Durham County.</i>		



IMPLEMENTATION

Transit Project/Service	Ops (Annual Cost)	Capital Cost	Impl. Year
Service Improvements			
Chapel Hill Transit CW: Improve weekday midday service to 30 minutes.	\$181,425	N/A	FY23
Chapel Hill Transit HS: add weekend service with 1 bus (70 min frequency) (8 am until 6:30 pm)	\$152,326	N/A	FY23*
Orange County Public Transportation Mobility-on-Demand Service	\$228,616		FY24
Chapel Hill Transit NS: Improve morning peak frequency to every 6 minutes. Provide Saturday service until 11 PM and Sunday service until 9 PM.	\$299,575	\$1,855,583	FY26
US 15-501 Projects (GoTriangle 400/405; Chapel Hill Transit D; Chapel Hill Transit J)	\$2,489,481 **	\$2,748,477**	FY29
Capital Improvements			
Fordham/Ephesus Church Improvements (400/D/F Connection)	N/A	\$6,000,000	FY26-28
Fordham/Manning Queue Jump and Shoulder Running Improvements	N/A	\$6,000,000	FY26-28
<i>*By amendment to FY23 Work Plan</i>			
<i>**Half of these revenue hours and costs are assumed to be shared with Durham County.</i>			

Constants	Value
Operating Cost Annual Inflation Factor	2.50%
Current cost of OPT per hour	\$68.00
Current cost of GoT per hour	\$133.70
Current cost of CHT per hour	\$118.00
Cost of vehicle	\$560,000

PLAN DOCUMENTATION

- Transit equity – woven throughout the plan, in all sections
- Executive summary (also functions as a standalone document describing the plan update and projects)
- About the Plan
 - Purpose, values, and goals
 - Key players and parties
 - Planning history and process, including engagement
- Regional and County Snapshots
 - Socioeconomic drivers
 - Spatial trends and dynamics
- Transit inventory and performance
- Project Descriptions
- Unfunded Priorities/Projects
- Budget, Implementation Plan, and Schedule
- Next Steps

NEXT STEPS

- Project updates to Boards and Commissions (April-May 2022)
- Completion of draft Orange County Transit Plan Update Documentation (April 2022)
- Final Policy Steering Committee Meeting (May 20, 2022)
- Receive PSC comments and feedback (until June 3, 2022)
- Final Orange County Transit Plan Update documentation (6/30/22)
- Orange County Transit Plan Update approval and adoption (Fall 2022)

QUESTIONS & COMMENTS

On behalf of the project team, we thank you for your time and consideration.

Renaissance Planning

Project Manager

Caroline Dwyer, AICP

cdwyer@ciesthatwork.com

919-636-5032 x 401



RENAISSANCE
PLANNING

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 5-a

SUBJECT: Public Hearing on FY 2022-2023 Annual Action Plan for the HOME Investment Partnerships Program

DEPARTMENT: Housing and Community
Development

ATTACHMENT(S):

Attachment 1: Draft FY 2022-2023 Annual
Action Plan Summary

INFORMATION CONTACT:

Corey Root, Director, Housing and
Community Development, (919) 245-
2490

PURPOSE: To hold a public hearing on the Annual Action Plan for the HOME Investment Partnerships Program.

BACKGROUND: Every year, state and local governments (“Participating Jurisdictions”) that receive HOME Investment Partnerships Program (“HOME”) funds from the U.S. Department of Housing and Urban Development (“HUD”) are required to complete an Annual Action Plan that lays out how they will allocate HUD funds for the upcoming program year in order to address the goals and priorities in the Consolidated Plan. A summary of the draft Annual Action Plan for FY 2022-2023 is in Attachment 1.

For FY 2022-2023, Orange County anticipates receiving the following HOME resources:

Estimated FY 2022-2023 HOME Funds	\$ 378,743
10% Program Administration	(\$ 37,874)
Estimated FY 2022-2023 HOME Funds Minus 10% Admin	\$ 340,869
HOME Program Income	\$ 13,306
Local Match	\$ 85,217
Total (Allocation + Program Income + Match)	\$ 439,392

The above amounts are estimates and may be adjusted according to the actual allocation received from HUD.

Orange County is a special type of Participating Jurisdiction, called a Consortium, consisting of Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough. Orange County serves as the lead entity for the Orange County HOME Consortium. The Consortium has drafted the FY 2022-2023 Annual Action Plan based on the HOME award recommendations made by the Local Government Affordable Housing Collaborative, detailed below.

The Local Government Affordable Housing Collaborative (the “Collaborative”), comprised of one (1) elected official and staff members from Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough, reviewed the received applications for the FY 2022-2023 HOME Program on March 3, 2022 and made the following funding recommendations for consideration by each of the jurisdictions’ elected bodies:

Applicant and Project	Funding Requested	Funding Awarded
Community Empowerment Fund – Homebuyer Assistance	\$50,000	\$50,000
EmPOWERment – Rental Acquisition	\$105,000	\$105,000
Gateway – Refinancing Debt & Rental Rehab	\$771,800	\$0
Habitat for Humanity – Homebuyer Assistance	\$475,000	\$134,392
Rebuilding Together of the Triangle -	\$150,000	\$150,000
Administration (10% of HOME Funds, per statute)	\$ 37,874	\$ 37,874
Total	\$1,551,800	\$439,392

As the chart above shows, all applicants except for the Gateway project received either full or partial funding. The Gateway application requested debt refinancing and unit upgrades for a project based Section 8 apartment complex in Hillsborough, and requested more funding (\$771,800) than the Consortium expects to have for all projects for the FY 2022-2023 HOME Program (\$439,392). Discussions with the applicant revealed that partial funding for this project would not be a viable option, because the debt refinancing must be paired with the renovations. The applicant asked if partial funding could be guaranteed over a 5-year period, but HOME funds do not allow for multiyear allocations. Staff is working with this project applicant to pursue other funding streams to preserve affordable housing resource at Gateway.

In accordance with HUD requirements and the Orange County Citizen Participation Plan, the Orange County HOME Consortium must hold a public hearing to obtain residents’ comments and feedback on the draft Annual Action Plan during the public comment period, from April 1 – May 2, 2022.

Notice of this public hearing was published in *The Herald Sun* and *La Noticia*. Copies of the draft Annual Action Plan were posted on the Orange County Department of Housing and Community Development website, and a link to the website and draft plan were circulated by public notice in the newspapers listed above, as well as email outreach to more than 100 relevant stakeholders to include local service providers, nonprofit organizations, government entities, elected officials, and interested residents.

All comments received during this hearing, and anytime during the public comment period, will be incorporated into the final Annual Action Plan to be submitted to HUD. Before submitting the final plan, the Board of Commissioners will consider the approval of the Annual Action Plan and the FY 2022-2023 HOME Program Design (funding recommendations) later in 2022. The governing boards for the Towns of Chapel Hill, Carrboro, and Hillsborough are also scheduled to consider the approval in 2022, in order for the final plan to be submitted to HUD by the federal deadline in July 2022.

FINANCIAL IMPACT: There are no financial impacts anticipated with this item.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts applicable to this item.

RECOMMENDATION(S): The Manager recommends that the Board conduct the public hearing and accept comment on the FY 2022-2023 Annual Action Plan. Staff will present an item at an upcoming Board meeting regarding approval of the FY 2022-23 HOME Annual Action Plan, including the annual funding awards



Orange County, NC HOME Consortium FY 2022-2023 Annual Action Plan Summary

Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Buyer Assistance	2022	2027	Affordable Housing	Orange County	Down payment assistance	\$184,392	Direct Financial Assistance to Estimated 25 Homebuyers
2	Rental Acquisition	2022	2027	Affordable Housing Homeless Non-Homeless Special Needs	Carrboro	Affordable housing acquisition	\$105,000	1 rental unit acquired
3	Housing Rehabilitation/ Preservation	2022	2027	Affordable Housing Non-Homeless Special Needs	Orange County	Affordable housing preservation	\$150,000	Rental units rehabilitated: 2 Units



Projects

1	Project Name	Habitat for Humanity – Homebuyer Assistance
	Target Area	County-wide
	Goals Supported	Home Buyer Assistance
	Needs Addressed	Housing for Low- and Moderate-Income Households
	Funding	HOME: \$108,328 Local Match: \$26,064 Total: \$134,392
	Description	Provide assistance to an estimated 5 low-income households for the purchase of affordable homes.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	4 households at 30% - 50% AMI and 1 household at 50% - 80% AMI
	Location Description	118 Hill Street, Hillsborough; 307 N Roberson Street, Chapel Hill; 2200 Homestead Road, Chapel Hill
	Planned Activities	Down payment assistance
2	Project Name	Community Empowerment Fund – Homebuyer Assistance
	Target Area	County-wide
	Goals Supported	Home Buyer Assistance
	Needs Addressed	Housing for Low- and Moderate-Income Households
	Funding	HOME: \$40,303 Local Match: \$9,697 Total: \$50,000
	Description	Provide assistance to an estimated 20 low-income households for the purchase of affordable homes.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	19 households at 30% - 50% AMI and 1 household at 50% - 80% AMI
	Location Description	Locations to be determined
	Planned Activities	Down payment assistance



3	Project Name	EmPOWERment - Rental Acquisition
	Target Area	Carrboro, NC
	Goals Supported	Rental Acquisition
	Needs Addressed	Housing for Low- and Moderate-Income Households
	Funding	HOME: \$84,636 Local Match: \$20,364 Total: \$105,000 <i>CHDO set aside \$56,811</i>
	Description	Provide funds to purchase 1 townhome in Carrboro
	Target Date	7/1/2022
	Estimate the number and type of families that will benefit from the proposed activities	1 household at 60% or below AMI
	Location Description	Carrboro, NC
	Planned Activities	Rental Acquisition
4	Project Name	Rebuilding Together of the Triangle - Homeowner Rehabilitation/Reconstruction
	Target Area	Unincorporated Orange County
	Goals Supported	Housing Rehabilitation/Preservation
	Needs Addressed	Affordable housing preservation
	Funding	HOME: \$120,908 Local Match: \$29,092 Total: \$150,000
	Description	Purchase of 2 mobile homes to replace existing units
	Target Date	12/31/23
	Estimate the number and type of families that will benefit from the proposed activities	1 household at 30% - 50% AMI and 1 household at 50% - 80% AMI
	Location Description	Both project sites will be located on owner-occupied land outside municipal jurisdictions that have an uninhabitable mobile home on them.
	Planned Activities	Manufactured home replacement for two Orange County property owners who are currently living in hazardous conditions due to deteriorating manufactured housing units



5	Project Name	Administration – 2022
	Target Area	County-wide
	Goals Supported	Home Buyer Assistance Rental Construction Housing Rehabilitation/Preservation
	Needs Addressed	Housing for People Experiencing Homelessness Housing for Low- and Moderate-Income Households
	Funding	HOME: \$37,874
	Description	Funds for administration of the HOME Program will be allocated to the Orange County Housing and Community Development Department. Total funds will equal 10% of the 2022 HOME award, which is estimated to be \$37,874.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Administration will support HOME-funded housing activities.
	Location Description	N/A
	Planned Activities	Administration

Affordable Housing

One Year Goals for the Number of Households to be Supported	
Homeless	1
Non-Homeless	27
Total	28

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	26
Total	28

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 6-a**

SUBJECT: Approval of a Network Development Agreement for Broadband Deployment

DEPARTMENT: County Manager

ATTACHMENT(S):

Contract with North State Communications

Advanced Services, LLC

- A. Service Area Map
- B. Mutually Agreed Service Sites (138
Page Document Only Available
Electronically at:
www.orangecountync.gov/servicesites)
- C. Construction Plan and Timeline
- D. ARPA Sub-recipient Agreement
- E. Customer Service Quality Metrics
- F. County Sites Served

INFORMATION CONTACT:

Travis Myren, 919-245-2308

James Bryan, 919-245-2319

PURPOSE: To approve a Network Development Agreement with North State Communications Advanced Services, LLC to deploy broadband service in unserved locations in Orange County and to allocate an additional \$5 million, for a total of \$10 million, in American Rescue Plan Act funds to fully fund the Agreement.

BACKGROUND: The COVID-19 pandemic highlighted the need for households in Orange County to have access to broadband internet, which is defined as 25 megabits per second (mbps) download speed and 3 mbps upload speed. Broadband has become a necessity to fully participate in educational instruction, commerce, and civic life. This need is particularly acute in the rural parts of Orange County where low density impedes the ability of internet service providers to recover the cost of a significant capital investment.

In recognition of this need, the Board of Commissioners created a Broadband Task Force in November of 2020. The Task Force was charged with discussing broadband solutions that will improve the quality of high speed internet services to Orange County residents and to recommend a plan to the Board of Orange County Commissioners that will expand reliable high speed internet services to all county residents and businesses. The Task Force is co-chaired by Commissioners Sally Greene and Earl McKee and includes representation from the County Manager's Office, both School Districts, Durham Technical Community College, and five at-large community members.

Broadband Task Force Members	
Doug Noell	Chapel Hill Carrboro City Schls. Super. (Designee)
Earl McKee	Board of Commissioners - 1
Erica Bryant	County Manager (Designee)
Patricia Hull	Orange County Resident - At-Large
Paul Cardillo	Orange County Resident - At-Large
Ryan Miller	Orange County Schls. Super. (Designee)
Sally Greene	Board of Commissioners - 2
Terri Buckner	Orange County Resident - At-Large
Todd Broucksou	Orange County Resident - At-Large
Vasu Kilaru	Orange County Resident - At-Large
Victoria Deaton	Durham Technical Community College Repr.

The American Rescue Plan Act also recognized the necessity of high speed internet connections throughout the nation and specifically named broadband expansion as one of the eligible uses for funds distributed to local governments through this program. The Board of Commissioners originally reserved \$5 million of the County's \$28.8 million direct allocation from the American Rescue Plan Act (ARPA) to fund a broadband infrastructure design and implementation program.

The Broadband Task Force reviewed different models to deploy broadband technology and chose to seek alternatives that delivered upload and download speeds of at least 100 mbps, consistent with the terms of the American Rescue Act Plan. The Task Force designed a request for proposal (RFP) to seek providers that could meet that standard and serve the County's unserved and underserved homes. The Task Force also created a detailed scoring matrix and appointed a member to serve on the evaluation and contract negotiation team. The RFP was issued on September 13, 2021, with one amendment added on October 11, 2021.

In November 2021 the NC General Assembly expanded County authority to provide grants for the purpose of accelerating broadband service in unserved areas. As part of the Appropriations Act (SL 2021-180), state and federal grant funds were now allowed to be used under this authority (as opposed to only unrestricted general funds previously) and the potential providers expanded except by limiting any location where a private provider has been designated to receive funds through State or federally funded programs designed specifically for broadband service deployment (i.e. the G.R.E.A.T. grant fund).

The County received four proposals from internet service providers in response to the RFP. The evaluation team scored the proposals and began contract negotiations with North State Communications Advanced Services, LLC. The information below summarizes the major provisions contained in the attached contract.

1. Network and Coverage

North State Communications will engineer, build, operate, and maintain a fiber to the premises (FTTP) network in Orange County consisting of over 615 miles of fiber that will enable connections to approximately 9,898 unserved locations. The network's coverage is depicted on a map in Attachment A. The precise address points served are listed in Attachment B (138 Page Document Only Available at: www.orangecountync.gov/servicesites). Any address points that were inadvertently omitted from Attachment B, but are in the coverage area, will be added to the list of addresses covered automatically. The provider will be responsible for

procuring all easements and rights of way and will continue to make best efforts at reaching blocked locations for five years after the completion of construction.

The network will offer up to 2 gigabit per second (gbps) symmetrical fiber broadband internet access to every home and business passed. The minimum level service offered to each home and business will be 100 mbps symmetrical.

The network covers all of the homes identified by the County as unserved with the exception of approximately twenty (20) households south of Chapel Hill. Since the North State project will not provide coverage in the Chapel Hill-Carrboro area, building the network out to these homes would add significant cost. Several other broadband providers serve this area, so a less expensive solution may be available given the proximity of these homes to Chapel Hill. Staff will examine alternatives to serve these homes. An additional unserved address identified by the County in the eastern portion of the County will be served by North State Communications through a construction project outside the scope of this agreement.

2. County Contribution and Timeline

The cost to build the entire network is approximately \$45 million. The agreement requires Orange County to pay up to \$10 million in American Rescue Plan Act (ARPA) funds as a grant to North State in three installments:

- \$1,000,000 within 30 days of contract execution
- \$3,000,000 after enabling connections to 3,000 homes no later than December 31, 2023
- \$6,000,000 after enabling connections to the remaining 6,898 homes no later than December 31, 2024

Some of the households defined as unserved are located in areas where a different provider was awarded Rural Digital Opportunity Funds (RDOF). State law currently prohibits the use of other State or Federal funding sources to be applied in areas where RDOF was awarded. Therefore, none of the County's funds will be used to serve households in those areas. However, North State will build the network and serve the homes in those areas using the company's own funds. A detailed timeline for construction activities is included in Attachment C. Assuming that the contract is executed by April 30, 2022, the construction timeline would make services available to homes according to the following schedule.

Phase	Homes Added	Date
1	2,000	April 2023
2	2,000	July 2023
3	2,000	October 2023
4	2,000	January 2024
5	1,000	April 2024
6	898	July 2024
TOTAL	9,898	

3. Reporting and Inspections

North State Communications is required to provide at least monthly progress reports to the County. These reports will contain:

- Nature of work completed during the preceding period;
- Estimated percentages of physical completion for the network;
- Number of route miles of fiber constructed and activated;
- Overall project schedule status;
- Overall project budget status;
- Number of locations passed by network section;
- Number of residential subscriptions by service type added in that quarter, and to date;
- Any delays that have occurred, or are continuing to occur, with a detailed explanation and plan to address such delay;
- Any anticipated delays in the work, with a detailed explanation;
- Responses to particular requests for information from County;
- Any proposed changes to the work; and
- Other information reasonably requested by County.

4. Service Costs

Under the terms of the agreement, North State will offer a low cost service with a minimum speed of 200 mbps symmetrical for no more than \$40 per month, prior to any federal or state subsidies available, until at least two years from the date construction is completed. Consistent with the terms of the American Rescue Plan Act, North State must also participate in the Federal Communications Commission's Affordable Connectivity Program as long as it is available.

The contract further provides that the standard rates that are in place at the time of first customer activation will not increase by more than ten percent (10%) per year for any service levels until at least January 1, 2026.

5. Connections to the Network

North State will install services to any residence passed by the network. Connections of up to 1000 feet in length will be installed at no additional cost to the customer.

6. Network Quality and Reliability

North State has agreed to maintain a reliable, high quality network as detailed in Attachment E. The network will meet or exceed the performance standards detailed in the attachment for service speed, packet loss, and latency to guarantee a high performing network.

7. Customer Service

North State has also agreed to response time and customer service standards as detailed in Attachment E. These standards include a 24 hour a day, seven day a week call center with performance metrics for answer times as well as performance standards for customer appointments, customer activations, service restorations in the event of an outage, and the ability for the County to access customer complaint reports and monitor complaint disposition.

8. Broadband Service to County Facilities

The County has identified 34 County owned or leased public facilities, including volunteer fire stations that will be passed by the network. North State has agreed to provide free services

to those facilities at no charge until June 30, 2028. A list of those facilities is contained in Attachment F.

Communications Plan

If the Board approves the agreement, the County's Community Relations Department, in cooperation with North State, has prepared press, social media, and marketing materials to communicate the program to the public. In addition, the Broadband Task Force will hold a series of Town Hall meetings to inform the public of the program and allow North State representatives to address questions or concerns.

FINANCIAL IMPACT: This abstract proposes to allocate up to \$10 million in American Rescue Plan Act funds as a grant to North State Communications Advanced Services, LLC to construct, operate, and maintain a fiber to the premises network in unserved and underserved parts of Orange County.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impacts are associated with this item:

- **CLEAN OR AVOIDED TRANSPORTATION**
Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.
- **RESULTANT IMPACT ON NATURAL RESOURCES AND AIR QUALITY**
Assess and where possible mitigate adverse impacts created to the natural resources of the site and adjoining area. Minimize production of greenhouse gases.

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the County Manager to sign the attached contract and any amendments that do not exceed the contract amount with North State Communications Advanced Services, LLC to construct, operate, and maintain a fiber to the premises network in unserved parts of Orange County. The Manager also recommends allocating an additional \$5 million in American Rescue Plan Act funds, for a total of \$10 million, to fully fund this agreement.

[Departmental Use Only]
TITLE Broadband Acceleration
FY 2021-22

NORTH CAROLINA

NETWORK DEVELOPMENT AGREEMENT

ORANGE COUNTY

THIS NETWORK DEVELOPMENT AGREEMENT (hereinafter called “Agreement”), made as of the 26th day of April 2022, by and between North State Communications Advanced Services, LLC (hereinafter called “North State” or the “Provider”) and Orange County, a political subdivision of the State of North Carolina (hereinafter called the “County” or “Orange County.”).

WITNESSETH:

1. The County is a recipient of a federal award under the Coronavirus Local Fiscal Recovery Fund, created under section 603 of the Social Security Act (42 U.S.C. § 803), as amended by Section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) (“ARPA Award” or “Award”).
2. The County desires to utilize ARPA Award funds in part to support the development of necessary broadband infrastructure within the County.
3. Provider, a regional provider of communications networks and services, responded to a September 13, 2021 (with an Addendum on October 11, 2021) Request for Proposal issued by the County, in which the County sought to identify broadband solutions to serve unserved and underserved areas in the County (“RFP”).
4. After considering all responses to the RFP, Provider’s proposal was selected as the winning proposal.
5. The County desires to use some of its Award funds to make a subaward to Provider for broadband network development in Orange County.

NOW, THEREFORE, the Provider and the County, for the consideration herein named, agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The Contract Documents consist of this Agreement and all Attachments thereto; the Orange County Request for Proposals (RFP) #367-OC 5330: Broadband Service to Unserved Areas and addenda thereto; the ARPA Subrecipient Agreement; and the Provider’s Proposal in response to the RFP. North State agrees to execute an ARPA Subrecipient Agreement substantially in the form of Attachment D. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents, the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement
- b. Orange County Broadband Request for Proposals and addenda thereto.
- c. The Service Area Map (Attachment A) and its associated electronic data including GIS address points in KMZ format (incorporated by reference), hereinafter collectively called “Service Area Map.”
- d. Mutually Agreed Service Sites (Attachment B)

- e. ARPA Sub-recipient Agreement
- f. Provider Proposal in response to the RFP.
- g. Customer Service Quality Metrics
- h. County XPON Sites

2. TABLE OF EXHIBITS MADE PART OF THIS AGREEMENT

Attachment A -- Service Area Map
 Attachment B – Mutually Agreed Service Sites
 Attachment C – Construction Plan and Timeline
 Attachment D – ARPA Subrecipient Agreement
 Attachment E – Customer service quality metrics
 Attachment F – County XPON Sites

3. DEFINITIONS

“Agreement” shall mean this Agreement, any and all Exhibits and Attachments thereto, and any Addenda to which the Parties may agree from time to time.

“Authorities” means the United States Treasury Department, and any other governmental entities or authorities having jurisdiction over the County and Subrecipients concerning the Award.

“Applicable Standards” means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code (“NESC”); the National Electrical Code (“NEC”); the regulations of the Federal Communications Commission (“FCC”), the Occupational Safety and Health Administration (“OSHA”), and other pertinent federal agencies; provisions of a city’s, a county’s, or State of North Carolina’s building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference in to this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of a local, state, or federal authority having jurisdiction over such facilities.

“Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; access rights to private property and public rights of way; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible public or private property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

“Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of the Network appurtenances, whether imposed by a governmental authority or a private entity.

“Broadband Internet Access Service”, consistent with the Federal Communications Commission definition in 47 C.F.R § 8.1(b), is a mass-market retail service that provides the capability to transmit data to and receive data from all or substantially all internet endpoints. This is distinct from and does not-include enterprise-grade dedicated internet services.

“Communication Services” means the services to be provided to Customers by Provider using the Network.

“Customer” means a residence, business, or any other entity that lawfully receives Communication Services via the Network.

“Customer Premises Equipment” means terminal and associated equipment and inside wiring located at a Customer premises that is necessary for the receipt of Communication Services.

“Fiber-to-the-Premises” (FTTP) means a fiber optic cable delivery medium in which optical fibers are run directly to a Customer premises.

“Final Rule” means the U.S. Treasury Department Final Rule relating to the use of Coronavirus State and Local Fiscal Recovery Funds, initially published January 6, 2022 and effective on April 1, 2022, proposing rules at 31 CFR Part 35, Subpart A.

“Location” means the site of a potential or current Customer found in the Mutually Agreed Service Sites (Attachment B).

“Maintenance” means work that must be performed upon or to the Network to ensure the physical integrity of the Network and continuity of acceptable signal transmission to and from a Customer for the purpose of delivering Communication Services in a manner consistent with industry standards, this Agreement, and any applicable service quality metrics including the customer service quality metrics in Attachment E.

“Network” means the fiber-to-the-premises network described in this Agreement, to be developed by Provider using Subaward funds. The Network includes, without limitation, fiber optic cable, conduits, manholes, handholes, cabinets, structures, shelters, poles or pole line attachments, and routers, switches, optical equipment, wireless equipment, customer premises equipment, and all associated network facilities and equipment, as well as all intangible rights and property necessary or used for Network construction, operation, and maintenance. The Network does not include network facilities developed by Provider using Provider funds, as may be the case in areas for which federal support is authorized to a winning bidder under the Rural Digital Opportunity Program (“RDOF”).

“Passed or Pass” means that the Network traverses the road on which the user location is located, such that connecting the Customer requires only construction of a Service Drop rather than construction in or along the road.

“Project” means activities related to the construction, installation, and activation of the Network as described in this Agreement, including commencement of Communication Services.

“Regulations” means all compliance, reporting and other rules and regulations applicable to the County, as the primary recipient of Award funds, including those that flow through to Provider as a Subrecipient, for the receipt of Award and Subaward funds and the Network development purposes described in this Agreement.

“Service Drop” or “Drop” means the fiber optic cable that connects the Network to a Customer’s premises. In general, a Drop will be installed only when Communication Service is ordered by a Customer.

“Subaward” means the subaward made to Provider by the County using Award funds, in the amount and for the purposes described in this Agreement.

“Unserviced” means a location is not reliably served as of the effective date of this Agreement, by terrestrially deployed broadband service with transmission speeds of at least 25 Mbps download speed and 3 Mbps of upload speed, as determined by the County.

“Work” means the network development activities to be undertaken by Provider, as set forth in the Contract Documents.

4. TERM

This Agreement shall become effective as of the date executed by the Parties and shall terminate upon the earliest of:

1. Mutual written consent of the Parties; or
2. Five years after closeout of the Project and all Subawards (closeout requirements being defined in Section 15); or
3. Termination as a result of an uncured breach, as described in Section 19.

5. SCOPE OF WORK

- a. Provider will engineer, construct, activate, operate and maintain a fiber-to-the-premises (“FTTP”) network as more fully described in Attachments. Provider shall furnish and deliver all of the materials, and perform, and be fully responsible for, all of the Work required by this Agreement within the time period stipulated in the Term of this contract.

6. NETWORK DESCRIPTION

- a. The Network will be a FTTP network consisting of approximately 45 fiber distribution hubs and over 615 miles fiber within Orange County. (Network routes and service areas are more fully described in Attachment A.) The Network will enable provision of Communication Services to approximately 9,898 locations along the route (the “Mutually Agreed Service Sites” in Attachment B). To promote regional economic development, Network capacity shall be provisioned to accommodate robust future requirements of the Network in the area.

7. NETWORK CONSTRUCTION

- a. **Generally.** Provider shall design, engineer, and construct the Network at its sole risk and expense, in a manner consistent with all requirements set forth in this Agreement. All engineering and design work performed by or on behalf of Provider requiring any certifications or licenses shall be so certified or licensed, and all design documents requiring stamping, or which are customarily stamped, shall be properly stamped by a professional engineer licensed in the State of North Carolina. Provider shall procure and install all Network facilities and equipment, shall supervise and coordinate work by Provider contractors, and shall obtain all necessary Authorizations relating to Network construction and activation. Provider shall perform, or supervise and direct the Work, using Provider's best skill and attention, and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, unless the Parties agree in writing to other specific instructions concerning these matters. Under no circumstances shall County be responsible for a failure by Provider to perform, or supervise, and direct the Work in accordance with this Agreement or Applicable Standards. County shall not have control or charge over, and will not be responsible for, acts or omissions of Provider or any other persons or entities performing portions of the Work.
- b. Provider shall construct the Network to Pass all locations identified in Attachment B, in accordance with the Construction Plan and Timeline and within the timeframes described in this Agreement.
 - (i) Should there be any locations discovered within the Service Area depicted in Attachment A having neither been listed in the Mutually Agreed Service Sites in Attachment B nor being included in any other grant supported project area such as RDOF, then that site shall, subject to the limitations of section 7(g)(ii), automatically be added to the Mutually Agreed Service Sites in Attachment B and to the number of locations required to be served for the third disbursement. Upon discovering such a location, the initial Party shall provide notice to the other within thirty days and the other Party shall provide confirmation within an additional thirty days.
- c. **Construction Plan and Timeline.** A Construction Plan and Timeline, consisting of a Network design, a construction schedule, and quarterly construction activities is included as Attachment C to this Agreement. Provider represents that the Construction Plan and Timeline was prepared after Provider reviewed and verified materials, field measurements, field construction criteria, geographic and geologic features, and regulations and permitting requirements applicable to the Network sections. Provider will perform the Work in accordance with the Construction Plan.
- d. **Modifications to Construction Plan.**
 - (i) If, during construction, Provider reasonably determines that a deviation from the Construction Plan (including the construction schedule included therein) is required or appropriate, Provider may do so without prior notice or approval from the County provided that each of the following elements are met: (i) the fiber route as shown in the Construction Plan remains substantially unchanged; (ii) the quality, effectiveness and capability of the installed materials remains unchanged; and (iii) the change will not result in a construction deviation of more than fifteen (15) days from the end of the quarterly plan. In all other cases, including an actual or anticipated delay in the

construction schedule or a substantial modification to the Network map depicted in Attachment A, Provider shall submit such modification and a detailed explanation for the delay, as applicable. The County shall approve or deny such a proposed change in writing within seven (7) days. If the County fails to respond to such proposed modification within thirty (30) days, the proposed change shall be deemed approved.

- (ii) If, during construction, the County reasonably determines that a deviation from the Construction Plan is desirable or appropriate, the County may submit a change request in writing to Provider describing the nature of the proposed change. The Parties will cooperate in good faith to address the additional cost and impact on the construction timeline associated with the proposed change, if any. Provider may decline to undertake the change, in its sole discretion.
- e. **Concealed or Unknown Conditions.** If Provider encounters conditions at a site that it did not detect through the exercise of commercially reasonable due diligence, and (1) the conditions are sub-surface or otherwise concealed physical conditions that differ materially from those reflected in the Construction Plan, or (2) the conditions are unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Plan, Provider shall promptly provide notice to County and in no event later than 21 days after first observance of the conditions. If County determines that the conditions differ materially and will cause a material increase in time required by Provider to perform any part of the work, and that Provider could not have identified the conditions by exercising commercially reasonable due diligence prior to executing the Agreement, County will review and approve an equitable adjustment to the time necessary to complete a milestone, as applicable, provided such adjustment does not require obligation of County funds after December 31, 2024 or completion of work after December 31, 2025.
- f. **No Funded Construction in RDOF Areas.** Under no circumstances shall Provider utilize Subaward funds to construct network facilities to connect locations in areas designated for support under the FCC Rural Digital Opportunity Fund, unless such authority is provided to the County to fund these areas after the effective date of this Agreement.
- g. **Easements and Rights of Use.**
 - (i) At Provider's sole cost and expense, Provider shall obtain from all state, local, and federal jurisdictions, right-of-way owners, property owners, homeowners associations, and other similar rights holders, all necessary easements and other applicable rights of use upon those properties needed to construct, operate, and maintain the Network.
 - (ii) In the event that Provider is unable, despite commercially reasonable efforts, to obtain the needed easements or rights of use from the property owners or other rights holders in connection with a Location (such occurrence, a "Blocked Location"), Provider shall use its best efforts to seek alternative means to ensure a Passing of all Locations including the Blocked Locations. If alternative means are not available to it, Provider shall notify County, and the Parties shall negotiate in good faith to devise a plan to complete the Passing or modify the Work to delay those Locations that cannot be passed due to the unwillingness of the property owner(s) to grant the needed easements or other rights of use, until such time as easements or rights of use can be secured. Provider will make best efforts to ensure a Passing of any and all Blocked Locations in future years during the Construction Period and for a period of five years after the Construction Period.

- h. **Authorizations.** Provider shall be responsible for obtaining all necessary and useful Authorizations and paying all applicable Authorization Fees relating to execution of the Work.
- i. **Progress Reports and Inspections.** Provider shall keep County well-informed as to the progress and quality of the Work, and of any delays that have occurred, or that Provider reasonably anticipates will occur. No less than monthly during the construction period, or as otherwise agreed by the Parties, Provider shall provide to County and its approved designees up-to-date information identified below, and such other information that may be useful or relevant to County as to the Work:
- Nature of Work completed during the preceding period;
 - Estimated percentages of physical completion for the Network;
 - Number of route miles of fiber constructed and activated;
 - Overall project schedule status;
 - Overall project budget status;
 - Number of locations Passed by Network section;
 - Number of residential subscriptions by service type added in that quarter, and to date;
 - Any delays that have occurred, or are continuing to occur, with a detailed explanation and plan to address such delay;
 - Any anticipated delays in the Work, with a detailed explanation;
 - Responses to particular requests for information from County;
 - Any proposed changes to the Work; and
 - Other information reasonably requested by County.
- j. **As-Builts.** Promptly following completion of the Network, Provider shall make available “as-built” documentation in such format reasonably required by County.

8. NETWORK OPERATIONS

- a. **Activation.** Provider will activate or “light” all fiber constituting the Network, and otherwise cause the Network to be capable of providing Communication Services to Customers. Provider will identify and procure all equipment necessary to activate the Network
- b. **Network Operations Center.** Provider will operate a Network Operations Center (“NOC”), and be primarily responsible for Network operation and monitoring. Provider will monitor the Network for outages or service degradation in a manner consistent with industry standards. Provider will implement a plan to, and will, promptly respond to Network outages or trouble tickets, including escalation procedures as appropriate.
- c. **Communications Service.**
- (i) **Generally.** Provider shall operate and maintain all necessary fiber and equipment for the Network to provide Communication Services to all connected Locations, and Provider will offer Communication Services to any residence or business that is Passed by the Network.

- (ii) Communications Services shall include 2 Gbps symmetrical broadband internet access service to every home and business, with a minimum level service offering to each home and business of 100 Mbps symmetrical. Other Internet speed options may be made available as well.
 - (iii) **Low cost broadband service offering:** A low cost broadband service with a minimum internet speed of 200 Mbps symmetrical will be offered to residents for no more than \$40 per month, prior to any federal or state subsidies available, until at least two years from the date of complete network construction. Per the terms of the American Rescue Plan Act, Provider must participate in the FCC's Affordable Connectivity Program as long as it is available.
 - (iv) **Service Pricing:** Provider will advertise on their website and offer broadband service pricing at the rates quoted in the RFP responses (or better) until at least three (3) months after the date of the first customer activation. Provider further agrees that its standard rates in place at the date of the first customer activation will not increase by more than 10% per year for any of the service levels until at least January 1, 2026.
 - (v) Provider agrees not to impose data caps on residential broadband service or throttle residential broadband service based on data caps or metering at any time during which it owns the network.
 - (vi) **Service drops; CPE.** Provider will install Service Drops to Customer locations. Provider will not charge for Service Drops less than 1000' feet in length. Provider will procure and provide necessary Customer Premises Equipment.
 - (vii) **Customer service.** Provider will provide first-line support to all Customers of Communication Services provided by Provider.
 - (viii) **Billing and collection.** Provider will generate and issue Customer bills and will be responsible for billing collection and related back-office accounting and administrative functions.
 - (ix) **Marketing.** Provider will diligently market the Communication Services as they are made available to potential Customers.
 - (x) **Regulatory compliance.** Provider shall be responsible for all aspects of local, state and federal regulatory compliance and reporting that relate to the provision of Communication Services using the Network, including the payment of any fees or taxes required thereby.
 - (xi) **Maintenance.** Provider shall comply with customer service quality metrics as described in Attachment E.
- d. **Communications Services to County.** Provider shall provide broadband Internet access service to all County-owned or operated facilities, and public service facilities (including fire stations) that are Passed by the Network at no charge until June 30, 2028. These facilities shall include, at a minimum, those identified as County XPON Sites in Attachment F.
- e. **Dark Fiber Leases or IRUs.** Provider may lease, or grant an indefeasible right of use (IRU) with respect to, dark fiber strands contained within the Network. Unless expressly agreed in

writing by County, no dark fiber lease or IRU shall operate to relieve Provider from any of its obligations under this Agreement, including the provision of Communication Services.

9. MAINTENANCE

- a. Provider will perform all necessary scheduled and emergency Maintenance and restoration on Network facilities it constructs, including but not limited to trunk fiber, the distribution network portion of the Network, and Service Drops to Customers. Provider shall respond promptly to any complaints from any property owners. Provider agrees to repair any damage to Customers' yards and any real or personal property, and to take reasonable action to restore the Customer's property to the condition that it existed when the Customer signed up for service, normal wear and tear excepted, within a reasonable amount of time.
- b. **Network Electronics.** Provider will Maintain all electronics, optronics, routers, switches and other equipment used to activate and operate the Network. Provider will schedule and perform periodic inspections, Maintenance, and repair to identify and correct any failure, interruption, or impairment in the operation of the Network.
- c. **Customer service quality metrics.** Provider shall perform all maintenance necessary to comply with the customer service quality metrics found in Attachment E.

10. NETWORK OWNERSHIP

Ownership of equipment or real property acquired using Subaward funds shall vest in Provider, as the acquiring entity, subject to the limitations set forth in 2 CFR §§ 200.311 and 200.313. Title in such property shall be conditional and subject to such property being used only for the originally authorized purpose, for the duration of its useful life. No Party may encumber or transfer Award-funded property without first notifying and, if necessary, obtaining the consent of Authorities.

11. STANDARD OF CARE

- a. The Provider shall exercise reasonable care and diligence in performing the Work in accordance with generally accepted standards relating to network development projects of this type throughout the United States and in accordance with Applicable Standards. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work.
- b. Provider shall be responsible for all Provider, subcontractor, and sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Provider or any subcontractor or sub-subcontractor. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- c. Provider is an independent contractor of the County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or

other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.

- d. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal -discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.
- e. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- f. The Provider shall supervise and direct the Work efficiently and with the Provider's best skill and attention. Except as specifically set forth in the Contract Documents the Provider shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Provider shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- g. Provider commits to making best efforts to retain two Orange County residents as employees for the first five years of Network construction and operation. In the event the total Orange County residents employed by Provider is less than two, Provider's best efforts shall include recruitment of County residents, particularly those at local County colleges.
- h. The Provider shall attend all progress conferences and all other meetings or conferences either in-person or remotely. The Provider shall be represented at these progress conferences by Provider employees with decision-making authority and by such other representatives as the County may direct.

12. SUBAWARD TO PROVIDER

- a. The County hereby agrees to pay to the Provider for the faithful performance of Provider's obligations under this Agreement, and the Provider hereby agrees to perform all of the Work for a total sum not-to-exceed Ten Million Dollars (\$10,000,000), to be paid in accordance with Section 13 and the Contract Documents ("Subaward").

13. DISBURSEMENT SCHEDULE

- a. Disbursement of the Subward shall be made to Provider in accordance with the following schedule and milestones, subject to the Subrecipient Agreement and Provider's submission of documented eligible costs:

Initial payment within 30 days of Effective Date	\$1,000,000.00
Upon Passing of and offering Communication Services to 3,000 locations no later than December 31, 2023	\$3,000,000.00
Upon Passing of and offering Communication Services to no less than 6,898 additional locations no later than December 31, 2024, and commitment to Pass additional locations no later than December 31, 2025	\$6,000,000.00

Provider shall be eligible for accelerated disbursement based upon the achievement of milestones. County shall disburse funds within 30 days of demonstrated milestone completion.

14. TAXES

- a. The Provider shall pay all taxes, fees and charges assessed by any authority relating to the Work or the labor and materials used therein.

15. PROJECT CLOSEOUT

- a. **Final Expenditures.** All Project costs must be incurred by December 31, 2024, and all Work must be completed no later than December 31, 2025, unless extended by Authorities. Provider shall endeavor to deliver reimbursement requests and any invoices, receipts, hours, payroll information and any other supporting documentation for any work completed or to be completed, to the maximum extent feasible, by November 15, 2024. With respect to work to be completed between December 31, 2024 and December 31, 2025, if any, Provider shall use its best efforts to estimate remaining costs and submit such estimates in a “Final Distribution of Funds Request,” to be submitted no later than November 15, 2024.
- b. Subject to additional applicable closeout requirements set forth in 2 CFR § 200.344, the Subaward shall be deemed closed upon the completion of the following:
1. The County receives Provider’s Final Distribution of Funds Request;
 2. The County receives a final Expenditure Report indicating that all approved Project work has been completed, and that all Award funds corresponding to such work during the Term of this Agreement have been disbursed to Provider;
 3. The County confirms the accuracy of the final Expenditure Report and reconciles actual costs incurred by Provider to Subaward payments (including modifications) and, as a result of such reconciliation, issues any additional funds or receives reimbursement from Provider, as the case may be (true-up); and
 4. The County notifies Provider in writing that the Subaward is completed and closed.

16. **NON-APPROPRIATION**

- a. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.
- b. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.
- c. In the event of a change in or successful challenge to the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative, judicial or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

17. **NOTICES**

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

County:
Orange County
Attn: Travis Myren
P.O. Box 8181
Hillsborough, NC 27278

Provider:
North State Communications Advanced Services, LLC
Michael Saperstein
One Lumos Plaza
Waynesboro, VA 22980

18. **RECORD KEEPING**

Provider shall maintain financial and other records that specifically show the use of the Funds exclusively for the purposes of the Scope of Work. Provider shall maintain such records for at least five (5) years after the end of the Agreement. County shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to five (5) years after the end of the Project Closeout, as defined in Section 15, Provider's records relating to the expenditure of the Funds.

19. **DEFAULT AND REMEDIES**

- a. **Default.** A default under this Agreement shall occur if (a) a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, (b) such failure is not excused by any provision of this Agreement, and (c) such failure continues un-remedied for a period of thirty (30) calendar days following receipt of written notice from a non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has diligently commenced its cure, there shall be no default as long as the Party diligently continues such cure to completion.

- b. **Remedies.** Upon the occurrence of a Default, the non-breaching Party shall have the right to terminate this Agreement (and any associated Subaward, as applicable) and to pursue any and all available legal or equitable remedies against the defaulting Party. The non-breaching Party may pursue such remedies simultaneously or consecutively, at its discretion.
- c. County may demand repayment for, and Provider shall pay to County, ARPA Award funds not used for the purposes provided in this Agreement. County may demand repayment for and Provider shall pay to County ARPA Awards funds if the network does not meet the ARPA Award rules. County may pursue other remedies as may be available at law or in equity.

20. ASSIGNMENT.

Unless otherwise provided in this Agreement above, Provider shall not sell, transfer, assign, or otherwise convey (“Assignment”) the Network or its rights or obligations under this Agreement without the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed. Provider shall provide written notice of a proposed Assignment no less than ninety (90) days’ prior to its execution. Any purported Assignment by Provider that does not meet the requirements of this Section shall be null and void, and shall be deemed an Event of Default. In all cases, Provider shall require the assignee to expressly agree, in a writing satisfactory to County, to be bound by each of the applicable terms and conditions of this Agreement. Provider shall not be relieved of any of its obligations under this Agreement until the County has been provided a copy of the writing in which the assignee agrees to be bound by the terms of this agreement.

21. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the County or Provider shall constitute a waiver of any right or duty funded them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Provider. The costs for material and structural testing shall be conducted by an independent third party at the expense of the County. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and/or the requirements of any code or law the Provider is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and/or any code or law.
- d. Should the County reject any portion of the Work for failing to comply with the Contract Documents, Provider shall immediately, at Provider’s expense, correct the Work. Any such rejection may be made before or within one year after substantial completion.
- e. Installation Fee: Provider is encouraged not to charge an installation fee, but at no time will the

fee be more than \$75 per premise.

22. INDEMNITY

- a. To the extent authorized by North Carolina law, the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, demands, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto, (including, without limitation, amounts paid pursuant to investigations, defense or settlements, and reasonable attorneys' fees), arising out of or related to the Scope of Services and arising from challenges to the authority and making of this agreement. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

23. CONSEQUENTIAL DAMAGES

- a. County and Provider mutually waive any claim against each other for consequential damages. Consequential Damages include:
 - (i) Damages incurred by County for loss of use, income, financing, or business.
 - (ii) Damages incurred by Provider for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

24. INSURANCE

During the term of this Agreement Provider will maintain the following insurance levels:

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial general liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional liability insurance shall not be less than \$1,000,000 per occurrence and shall hold Orange County, its departments, agents, employees or assigns harmless from any claim, including claims for attorneys' fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the Provider in providing services.

25. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed,

together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between County and Provider. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

ORANGE COUNTY:

PROVIDER:

By: _____
Bonnie Hammersley, County Manager

By: _____
Diego Anderson - CEO

ORANGE COUNTY—DEPARTMENT USE ONLY

Department

Party/Vendor Name: _____ Party/Vendor Contact Person: _____ Contact Phone: _____ Party/Vendor Address: _____ City _____ State: _____ Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____ (N/A if new vendor) Vendor is a BOCC consultant? Yes No Contract Type: (Check one) New Renewal Amendment Effective Date _____ Approved by Board Yes No Agenda Date: _____

This agreement is approved as to technical form and content:

Department Director’s Signature _____ **Date:** _____

Asset Management

(Applicable only to construction contracts) This agreement has been reviewed and is approved as to construction services content and specifications:

Office of the Asset Management Director _____ **Date:** _____

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ **Date:** _____

Financial Services

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

Office of the Chief Financial Officer _____ **Date:** _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ **Date:** _____

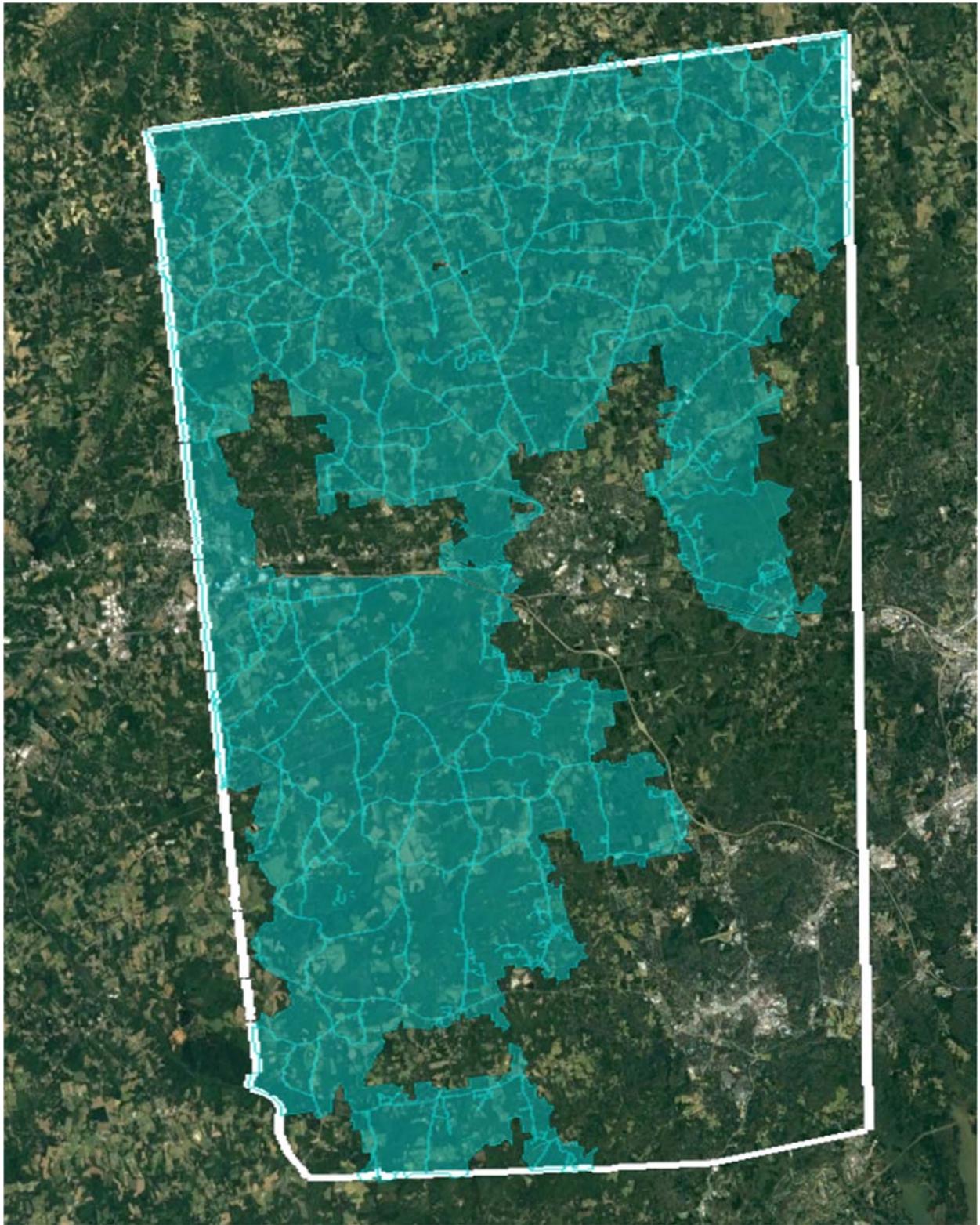
Clerk to the Board

Received for record retention:

All DocuSign contracts must be copied to Sherri Ingersoll upon completion: singersoll@orangecountync.gov
The following signature block is for hard copies only and is not required for DocuSign contracts:

Office of the Clerk to the Board _____ **Date:** _____

Attachment A: Service Area Map



Orange County FTTP Project Schedule (9898 HHS)

TASK NAME	Responsible Person	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-26	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	
Project Planning	Director Network Planning	█																											
Site Surveys	Director OSP Engineering	█	█	█	█	█	█																						
Easement Research	Director OSP Engineering	█	█	█	█	█	█																						
Design Engineering	Director IP Engineering	█	█	█	█	█	█																						
Permit Acquisition	Director OSP Engineering	█	█	█	█	█	█																						
OSP Fiber Build	Director OSP Construction							█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Site Preparation	Director OSP Engineering																												
Equip Installation	Director IP Engineering																												
Fiber Terminal Installs & Splicing	Director OSP Construction																												
Commercial Power Activation	Director OSP Engineering																												
Equip Turn-up	Director IP Engineering																												
Phase 1 Market Launch (2,000 Homes)	Directors (IP & OSP) Engineering																												
Phase 2 Market Launch (+ 2,000 Homes)	Directors (IP & OSP) Engineering																												
Phase 3 Market Launch (+2,000 Homes)	Directors (IP & OSP) Engineering																												
Phase 4 Market Launch (+2,000 Homes)	Directors (IP & OSP) Engineering																												
Phase 5 Market Launch (+1,000 Homes)	Directors (IP & OSP) Engineering																												
Phase 6 Market Launch (+ 898 Homes)	Directors (IP & OSP) Engineering																												

***Project Schedule based on Signed Contract Executed by April 30, 2022

[Departmental Use Only]
 TITLE
 FY

NORTH CAROLINA

ARPA SUBRECIPIENT AGREEMENT

ORANGE COUNTY

This Sub-recipient Agreement (hereinafter “Agreement”), made and entered into this day of _____, 20____, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and North State Communications Advanced Services, LLC, a limited liability company (hereinafter, the "Subrecipient").

WHEREAS, for the purposes of this Agreement, the County serves as the pass-through entity for a federal award and the Subrecipient serves as the recipient of a subaward in the amount of \$10 million funded by a portion of the more than \$28 million dollars Orange County received from the Coronavirus Local Fiscal Recovery Fund created under section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2)(“ARPA Funds”); and

WHEREAS, this subaward is to be used by Subrecipient for the broadband network development activities described in a Network Development Agreement and other documents executed by the Parties which, together with this Subrecipient Agreement, constitute the “Contract Documents” governing Subrecipient’s performance and use of subaward funds; and

WHEREAS, the purpose of this Agreement is to establish certain terms and conditions for the subaward as required under U.S. Department of Treasury rules relating to the Coronavirus State and Local Fiscal Recovery Fund, and federal regulations concerning federal awards.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth below, the parties agree as follows:

1. **Disclosures.** Federal regulations require the County to provide the Subrecipient with specific information about this subaward. 2 CFR 200.332(a)(1). All required information is listed in Exhibit A, Subaward Data, which is attached hereto and incorporated herein.
2. **Effective Date and Term.** This Agreement shall commence on [DATE] (“Effective Date”) and remain in effect until project closeout (as defined in the Contract Documents), unless sooner terminated in accordance with Section 8, Termination, of this Agreement.
3. **Definitions.** Undefined terms in this Agreement shall be defined with reference to definitions contained in the Network Development Agreement.
4. **Scope of Services.**
 - a. The Subrecipient shall perform all activities described in the Network Development Agreement and Contract Documents (“Scope of Services”).

- b. The Subrecipient shall perform the Scope of Services in accordance with the program budget as approved by the County and attached hereto as Exhibit C, Approved Budget.
- c. The Subrecipient may not transfer allocated funds along cost categories within a budgeted program account without the prior written approval of the County; nor shall the Subrecipient make any changes, directly or indirectly, in program design or in the Scope of Services or Approved Budget without the prior written approval of the County.

5. Compensation.

- a. The County agrees to provide the Subrecipient the maximum sum of ten million dollars (\$10,000,000.00) for costs actually incurred and paid by the Subrecipient in accordance with the Approved Budget and for the performance of the Scope of Services under this Agreement (the “ARPA Funds”). The amount of ARPA Funds is subject to adjustment by the County in accordance with the Contract Documents. ARPA Funds shall not be expended prior to the Effective Date. Costs for which ARPA Funds may be used shall be obligated no later than December 31, 2024. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities set out in the Scope of Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the ARPA Funds shall be incurred in accordance with this Agreement.
- b. Disbursement of funds shall be made in accordance with the Contract Documents.
- c. The payment of funds to the Subrecipient under this Agreement is contingent on the receipt of such funds by the County from applicable federal funding sources and shall be subject to the Subrecipient’s continued eligibility to receive funds under the applicable provisions of federal and state laws. If the amount of funds the County receives from federal funding sources is reduced, the County may reduce the amount of funds awarded under this Agreement or the County may terminate this Agreement. The County may also deny expenditures for the activities described in the Scope of Services where necessary supporting documentation is not submitted by specified deadlines.
- d. Any funds not used for the activities stated in the Scope of Services shall be returned to the County. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Subrecipient. If the funds are expended not in accordance with the Scope of Services, at the discretion of the County the Subrecipient may be required to repay the funds to the County.
- e. The County is not obligated to provide any other support to Subrecipient in this or in succeeding fiscal years.

6. Sub-recipient Responsibilities: Financial Accountability & Grant Administration

- a. Financial Management. The Subrecipient must maintain a financial management system and financial records and administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including

the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by the County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. The Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

- b. Limitations on Expenditures. The County will not reimburse or otherwise compensate the Subrecipient for any expenditures incurred or services provided prior to the Effective Date nor for work performed after December 31, 2025. The County shall only reimburse the Subrecipient for documented expenditures incurred during the term of this Agreement that are: (i) reasonable and necessary to carry out the scope of activities described in the Scope of Work; (ii) documented by contracts or other evidence of liability consistent with established County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under the Contract Documents.
- c. Indirect Cost Rate. Exhibit A, Subaward Data, contains information on the County's indirect cost rate under its grant from the Department of Treasury. The indirect cost rate information, if any, indicated in Exhibit C, Approved Budget, shall apply to this Agreement.
- d. Financial and Other Reports. The Subrecipient must submit to the County such reports and back-up data as may be required by the federal government or the County, including such reports which enable the County to submit its own reports to Authorities (including the Department of the Treasury) and the reports required in accordance with reporting schedules set forth in *Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds*, currently available at the following URL: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities> and as may be amended or adopted from time to time (“Compliance Guidance”).

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to the County following the expiration or termination of this Agreement.

- e. Improper Payments. Any item of expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the Department of the Treasury, or other federal instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become the Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by the County under this Agreement or any other agreements between the County and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

- f. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, the Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, 2 CFR Part 200, including the preparation of an audit by an independent Certified Public Accountant in accordance with the 31 U.S.C. §§ 7501 et seq., and with Generally Accepted Accounting Principles. If the Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by the County and appropriate officials of the Federal Government, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. The Subrecipient shall provide the County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of the Subrecipient's most recently ended fiscal year.
- g. Program Income. The Subrecipient shall track and maintain monthly reports describing all program income, as defined in 2 CFR 200.80, generated by activities carried out with ARPA Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with requirements set forth in 2 CFR 200.307 and other applicable requirements, including those currently in effect and that may be promulgated by Authorities during the term. Subrecipient acknowledges that program income obligations may require Subrecipient to allocate program income to Project-related purposes. Subrecipient, and not the County, shall be entirely responsible for the use of program income generated by Subrecipient. Notwithstanding the preceding, Subrecipient and County acknowledge that fees collected for broadband service should be exempt or otherwise excluded from program income and will abide by any future Treasury guidance to that position.
- h. Subrecipient agrees that acceptance of final payment from the County will constitute an agreement by Subrecipient to release and forever discharge the County, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the County. Such requirements shall include submitting final reports to the County and providing any closeout-related information requested by the County by the deadlines specified by the County. This provision shall survive the expiration or termination of this Agreement.

7. Subrecipient Responsibilities: Compliance with Grant Agreement and Applicable Laws

- a. In General. Subrecipient shall perform all activities funded by this Agreement in accordance with the Contract Documents, the award agreement between the County and the Department of Treasury, and all applicable federal, state and local

- requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Subrecipient's current policies and practices. The County will assist the Subrecipient to comply with all applicable requirements. However, the Subrecipient will be ultimately responsible for ensuring its compliance with applicable requirements.
- b. Authority. This Agreement is subject to and Subrecipient agrees to comply with the laws, regulations, and guidance documents authorizing and implementing this grant, including the following:
- (1) **Authorizing Statute**. Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).
 - (2) **Implementing Regulation**. Subpart A of 31 CFR Subtitle A, Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* Final Rule (86 FR 4338, January 27, 2022), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803).
 - (3) **Guidance**. Applicable guidance documents issued by the Department of Treasury, including the Compliance Guidance document.
- c. Federal Grant Administration Requirements. The Subrecipient must comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200, as adopted by the Department of the Treasury at 2 CFR Part 1000. These requirements control how the Subrecipient may administer this grant and how the County must oversee the Subrecipient.
- d. Federal Procurement Requirements. Subrecipient must have and comply with documented procurement procedures, consistent with state, local, and tribal laws and regulations and the standards of 2 C.F.R. 200.318-200.326 for the acquisition of property or services required under this Agreement. The Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
- i. All procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; (4) or after solicitation of a number of sources, competition is determined inadequate. (2 CFR 200.320(c)(1)-(3) and (5))
 - ii. The Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (2 CFR 200.318(b))

- iii. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
 - iv. The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (2 CFR 200.321)
 - v. Subrecipient must “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.” (2 CFR 200.318(i))
- e. County Procurement Requirements. In addition to the requirements described above, above, the Subrecipient must comply with the following:
- i. Subrecipient must document, in its quarterly report to the County, the status of all contracts executed under this Agreement.
 - ii. Except for procurements by micro-purchases or by small purchase procedures, if Subrecipient subcontracts any of the work required under this Agreement, then Subrecipient shall forward to County a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The County shall review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Consistent with 2 CFR 200.324, the County will review the solicitation for compliance with applicable procurement standards. The County’s review and comments shall not constitute a binding approval of the solicitation. Regardless of the County’s review, Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window.
 - iii. Except for procurement by micro-purchases, if Subrecipient subcontracts any work required under this Agreement, then Subrecipient must forward to the County a copy of the contemplated contract prior to contract execution. The County shall review the unexecuted contract for compliance with applicable requirements and provide comments to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. 200.324, the County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. 200.318-200.326, as well as Appendix II to 2 C.F.R. Part 200. The County’s review and comments shall not constitute an approval of the contract. Regardless of the County’s review, Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the

County identifies any deficiencies, then the County will communicate those deficiencies to Subrecipient as quickly as possible.

- f. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as amended. Subrecipient must comply with the restrictions on lobbying set forth in 31 CFR Part 21. Pursuant to this regulation, a Subrecipient who applies or bids for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The Subrecipient must certify in writing that the Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in the attached Exhibit D, Lobbying Certifications.
- g. Universal Identifier and System for Award Management (SAM). Subrecipient must obtain, and provide to the County, a unique entry identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.
- h. Equal Opportunity Requirements.
 - i. Civil Rights Laws. Subrecipient must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. Fair Housing Laws. Subrecipient must comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Disability Protections. Subrecipient must comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. Age Discrimination. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - v. Americans with Disabilities Act. Subrecipient must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities,

and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- i. Suspension and Debarment. The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - i. The Subrecipient certifies that neither it, nor any of its principals ((defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) from participation in federal assistance awards or contracts.
 - ii. Subrecipient further agrees that it will notify the County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.
 - iii. This certification is a material representation of fact relied on by Orange County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies made available to Orange County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- j. Compliance With The Contract Work Hours And Safety Standard Act (40 U.S.C. 3701-3708). Should this Agreement involve federal funds in excess of \$100,000 and the employment of mechanics or laborers, including watchmen and guards, Subrecipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as follows:
 - i. Overtime requirements. No Subrecipient or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5 the Subrecipient and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of

the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

- iii. Withholding for unpaid wages and liquidated damages. Orange County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.
- iv. Subcontracts. The Subrecipient or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. §5.5.
- k. Right to Inventions Made Under a Contract or Agreement (37 C.F.R. pt. 401). If this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and regards the substitution of parties, assignment, or performance of experimental, developmental, or research work, the Federal Government and Orange County have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the applicable federal agency.
- l. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Should this purchase involve federal funds in excess of \$150,000 Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387):
 - i. Clean Air Act.
 - (1) The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The Subrecipient agrees to report each violation to Orange County and understands and agrees that Orange County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

ii. Federal Water Pollution Act.

- (1) The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Subrecipient agrees to report each violation to Orange County and understands and agrees that Orange County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part by federal funds.

m. Procurement of Recovered Materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). Should the performance of this Agreement involve the use of materials, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- ii. Meeting with the Agreement performance requirements; or
- iii. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

n. Prohibition On Contracting For Covered Telecommunications Equipment Or Services.

- i. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- ii. Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and

2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (iii) of this clause applies, the Subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee federal funds to:
- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

iii. Exceptions. This clause does not prohibit Subrecipient from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (3) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iv. Reporting requirement.

(1) In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the Subrecipient is notified of such by a subcontractor at any tier or by any other source, the Subrecipient shall report the information in paragraph (iv)(2) of this clause to Orange County, unless elsewhere in this Addendum and Agreement are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (iv)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

v. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

- o. Domestic Preference. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Agreement.

- p. Federal Funding Accountability and Transparency Act of 2006. Subrecipient must provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).
- q. Licenses, Certifications, Permits, Accreditation. If activities related to the performance of this Agreement require specific licenses, certifications, permits, accreditation, or related credentials required by federal, state, or local law, Subrecipient represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, permits, accreditations, or credentials and that such licenses, certifications, permits, accreditations, or credentials are current, active, and not in a state of suspension or revocation. Subrecipient agrees to submit to the County proof of any license, certification, permit, accreditation, or related credential upon request.
- r. Publications. Any publications produced with funds from this Agreement must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Orange County, North Carolina by the U.S. Department of the Treasury.”
- s. Mandatory Contract Provisions. The Subrecipient must include applicable contract provisions provided in Exhibit E, Required Contract Provisions, and is responsible for monitoring all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and submitted with documented evidence for follow-up actions taken to correct non-compliance.
- t. Drug-Free Workplace. Subrecipient shall comply with Governmentwide Requirements for a Drug-Free Workplace, 31 CFR Part 20, as applicable.

8. Cooperation in Monitoring and Evaluation

- a. County Responsibilities.
 - i. The County has designated () to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.
 - ii. The County shall monitor, evaluate, and provide guidance and direction to the Subrecipient in the conduct of the Scope of Services performed under this Agreement. The County must determine whether Subrecipient has spent funds in accordance with applicable laws and regulations, including the federal audit requirements and agreements, and shall monitor activities of the Subrecipient to ensure that the Subrecipient has met such requirements as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330-2 CFR 200.332. The County may require the Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

- i. Cooperation with County Oversight. The Subrecipient shall permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- ii. Cooperation with Audits. The Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the County, the North Carolina State Auditor, the Department of Treasury, and the U.S. Government Accountability Office. The Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement for five years consistent with Section 8(c).
- c. Records Retention and Access. The Subrecipient must maintain all records, books, papers and other documents related to its performance of the Scope of Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of five (5) years following the date that the County makes the last payment to Subrecipient under the Contract Documents, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. The Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the County, the North Carolina State Auditor, the Department of Treasury, the U.S. Government Accountability Office, the Office of the Inspector General, or the Pandemic Response Accountability Committee.

9. Insurance. Subrecipient shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). If County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of _____ (if no additional insurance required mark N/A as being not applicable). Subrecipient shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

10. Indemnity. To the extent authorized by North Carolina law, the Subrecipient agrees, without limitation, to defend, indemnify and hold harmless the County and federal government from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Scope of Services and arising from property damage or bodily injury including death to any

person or persons caused in whole or in part by the negligence or misconduct of the Subrecipient except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Subrecipient to indemnify the County to the fullest extent permitted under North Carolina law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

SUBRECIPIENT:

By: _____

By: _____

Printed Name and Title

ORANGE COUNTY—DEPARTMENT USE ONLY

Party/Vendor Name: _____ Party/Vendor Contact Person: _____ Contact Phone: _____ Party/Vendor Address: _____ City _____ State: _____ Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____ (N/A if new vendor) Vendor is a BOCC consultant? Yes No Contract Type: (Check one) New Renewal Amendment Effective Date _____ Approved by Board Yes No Agenda Date: _____ --- For Section XIV. c. contracts only, Approved by Board in Current FY Budget Yes No

This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement:

Department Director’s Signature _____ Date: _____

Agreements for emergency services or repair are not subject to the above affirmation. If services related to this agreement have already begun or been completed please briefly describe the nature of the emergency condition that was addressed:

Information Technologies

(Applicable only to hardware/software purchases or related services) This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ Date: _____

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ Date: _____

Financial Services

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

Office of the Chief Financial Officer _____ Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ Date: _____

Clerk to the Board

Received for record retention:

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov

The following signature block is for hard copies only and is not required for DocuSign contracts:

Office of the Clerk to the Board _____ Date: _____

Exhibit A: Subaward Data

Subrecipient Name	[Insert Subrecipient name, which must match the name associated with its unique entity identifier]
Subrecipient Unique Entity Identifier:	[Insert Subrecipient Unique Entity Identifier]
Federal Award Identification Number (FAIN):	[Insert Federal Award Identification #]
Federal Award Date of Award to the Recipient by the Federal Agency:	[Insert date]
Subaward Period of Performance Start Date:	[Insert date]
Subaward Period of Performance End Date:	[Insert date]
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	[Insert ARPA Funds]
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	[If additional federal awards have been awarded to the Subrecipient, insert total amount, including the ARPA Funds specified above]
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	[Insert amount]
Federal Award Project Description:	[Insert description]
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	Orange County, North Carolina
Contact Information for Orange County Authorizing Official:	[Insert contact information]
Contact Information for County Project Director:	[Insert contact information]
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See <u>Exhibit C</u> – Approved Budget

Exhibit B: Scope of Services

Services shall be those described in the Network Development Agreement dated __ day of _
2022 between North State Communications Advanced Services, LLC and Orange County.

Exhibit C: Approved Budget

[Budget]

Exhibit D**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient's Authorized Official

Date

Print Name, Title of Subrecipient's Authorized Official

Exhibit E: Required Contract Provisions (2 C.F.R. Part 200, Appendix II)

All contracts made by Subrecipient under this Agreement must contain provisions covering the following, as applicable:

- 1) **Equal Employment Opportunity.** For contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3, during the performance of the contract the contractor must include the equal opportunity clause found in 41 CFR 60-1.4(b), unless otherwise stated in 41 CFR 60-1.3. For the purposes of this requirement the term “construction work” means “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” Each nonexempt prime contractor or subcontractor must include the equal opportunity clause in each of its nonexempt subcontracts.

- 2) **Suspension and Debarment.** Pursuant to 2 CFR Part 190, as adopted by the U.S. Department of Treasury at 31 CFR Part 19, Subrecipient’s contractors and subcontractors are subject to suspension and debarment regulations. The suspension and debarment regulations restrict Subrecipient from entering into a “covered transaction” with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. Such ineligible parties are generally listed on www.sam.gov. “Covered transactions” include procurement contracts by Subrecipient under this Agreement, as well as certain subcontracts, for goods or services worth \$25,000 or more.

Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations (2 CFR 180; 2 CFR Part 200, Appendix II(H)).

- 3) **Prohibition on Certain Telecommunications and Video Surveillance Equipment Systems.** The Subrecipient and its contractors are prohibited from obligating grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential part of any system, or as critical technology of any system. “Covered telecommunications equipment or services” includes items produced by certain Chinese manufacturers specified in 2 C.F.R. 200.16.

- 4) **Domestic Preference Clause.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Subrecipient and its contractors should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in its contracts and purchase orders.

- 5) **Access to Records.** The Subrecipient and its contractors and subcontractors must give the County and the Department of Treasury access to records associated with their awards during

the federally required record retention period and as long as the records are retained (2 CFR 200.334, 200.337.).

- 6) **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** The Subrecipient's contractors must acknowledge federal financial assistance will be used to fund all or a portion of the contract and that the contractor must comply with all federal laws, regulations, executive orders, policies, procedures, and directives.
- 7) **No Obligation by Federal Government or Orange County.** The Federal Government, nor Orange County, are parties to any transaction between the Subrecipient and its contractor. Therefore, the Federal Government, nor Orange County, are not subject to any obligations or liable to any party for any matter relating to the contract between the Subrecipient and its contractor.
- 8) **Affirmative Socioeconomic Steps.** The Subrecipient must take six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible (2 CFR 200.231). One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps (2 CFR 200.321(b)(6)).
- 9) **Contracts over \$2,000.** All prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, when required by federal legislation. Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Contractors must be required pay their laborers and mechanics the higher of the wages specified in the referenced determination by the Secretary of Labor or the Living Wage as determined in the Orange County Living Wage Policy and the Orange County Operating Budget for the fiscal year in which the contract is entered. Subrecipient must place a copy of the prevailing wage determination in each solicitation. The decision to award a contract or subcontract must be conditioned upon acceptable of the wage determination. Subrecipient must report all suspected or reported violations to Orange County and the U.S. Treasury.

For construction or repair work over \$2,000 where the Davis-Bacon Act also applies, the contractor must include a provision for compliance with the Copeland Anti-Kickback Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3. The Act provides each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion of repair or public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractors shall insert in any subcontracts the sentence "the contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract," and other such clauses as appropriate agency instructions require, and also a clause requiring the contractor to include these clauses in any lower-tier subcontracts. The contractor must be responsible for compliance by any subcontractor or lower tier subcontractor with these contract clauses. A breach of the requirements of this provision may

be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12. Subrecipient must report all suspected or reported violations to Orange County and the U.S. Treasury.

- 10) Contracts Over \$10,000.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the Subrecipient, including the manner by which it will be affected and the basis for settlement.

For contracts for purchases of \$10,000 or more, the Subrecipient and its contractors must also comply with Section 6002 of the Solid Waste Disposal Act, which generally requires procuring only items designated by the EPA at 40 CFR Part 247 as containing “highest percentage of recovered materials practicable.”

- 11) Contracts over \$100,000.** In general, all contracts awarded by Subrecipient of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. 3701 and 29 CFR 5.2.

If applicable per the standard described above, Subrecipient must include the provisions at 29 CFR 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 CFR 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 CFR 5.1, Subrecipient must also insert a clause meeting the requirements of 29 CFR 5.5(c).

Non-federal entities who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- 12) Contracts over \$150,000.** For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act*, 42 U.S.C. § 7401 et seq, and *Water Pollution Control Act*, 33 U.S.C. § 1251 et seq. Violations must be reported to the Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).

13) Contracts over \$250,000. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contracts at or below the simplified acquisition threshold, Orange County suggests including a remedies provision.

ATTACHMENT E**CUSTOMER SERVICE QUALITY METRICS**

- A. **Generally.** Provider will provide an experienced and able management team to design, build, operate, and maintain the Network. Provider will respond to the needs of its Customers through high-quality customer service. Provider agrees to comply with the customer service standards detailed in this Attachment for all Customers.
- B. **Call center.** Provider will provide and maintain a local and/or toll-free telephone line for taking customer calls that will be available 24 hours per day, seven (7) days per week, including on holidays. The average customer office answer time shall not exceed 90 seconds at least eighty-five percent (85%) of the time. If a Customer's call is placed on hold, the average hold time shall not exceed ten (10) minutes before the call is answered by a company representative. If the call or contact is transferred, the transfer time will not exceed 90 seconds at least eighty-five percent (85%) of the time. Customers will receive a busy signal no more than three percent (3%) of the time.
- C. **Customer appointments.** Provider will schedule appointments for installations and other service calls either at a specific time or, at a maximum, during a four-hour time block during normal business hours. Provider may also schedule service calls outside of normal business hours for the convenience of the Customer. Barring unforeseen circumstances, Provider will not cancel an appointment with a Customer after the close of business on the business day prior to the scheduled appointment. If a service technician is running late and will not meet the specified appointment time, Provider will contact the Customer and, if requested by the Customer, reschedule the appointment at the convenience of the Customer. Provider shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge.
- D. **Customer activation.** Provider shall use best efforts to complete Customer service activation orders within 10 calendar days. Provider shall complete no less than ninety percent (90%) of Customer service orders within 10 calendar days.
- E. **Network outage.** Provider will begin work to address any Network service outage, affecting backbone and key network equipment, no later than 24 hours after being notified of the problem. Provider shall resolve no less than ninety percent (90%) of service outage within two working days of notification.
- F. **Residential service interruption.** In the event of a verified Provider service interruption of twenty four (24) or more consecutive hours, credits will be issued to Customer, upon timely Customer request, no later than the billing cycle following such service interruption. The credits shall equal, at a minimum, a proportionate amount of the Customer(s)' monthly bill.

Provider will exert best effort to resolve residential customer service interruptions within five business days of customer notification, with no less than 90% of residential customer service interruptions being resolved within five business days of notification

- G. **Notice of rate changes.** Provider shall provide at least sixty (60) days advance written notice to Customers of any changes in rates or services if the change is within the control of Provider.

H. **Customer complaint report.** Upon written request by the County, Provider shall provide within thirty (30) days a report showing the number of Customer complaints received during the previous 12-month period that required a service call, the dates they were received, the addresses of the complaint locations, summary descriptions of the complaints, the dates the complaints were resolved and summary descriptions of the resolutions.

I. **Network performance.**

- a. Customers shall receive Internet service at speeds no less than eighty percent (80%) of the advertised speed, based on test results from a device connected by wire to the to the Customer router, transmitting to and from a mutually agreeable off-Network Internet performance test site.
- b. Internet service packet loss shall remain less than 1%, and latency shall not exceed 40ms, based on test results from a device connected by wire to the to the Customer router, transmitting to and from a mutually agreeable off-Network Internet performance test site.

ATTACHMENT F County XPON Sites

Name	Office/Building	Address	City
ORANGE COUNTY EMS	EMS Station 4	209 Mount Willing Rd	Efland
ORANGE COUNTY IT HQ	Cedar Grove Park	5800 Nc Highway 86 N	Hillsborough
EFLAND CHEEKS COMMUNITY CENTER	Efland-Cheeks Community Center	117 Richmond Rd	Mebane
ORANGE COUNTY EMS	WATERS/EMS	510 MEADOWLAND DR	HILLSBOROUGH
ORANGE COUNTY IT	Old EAC / Orange EMS Station 1	306 REVERE RD	HILLSBOROUGH
ORANGE RURAL FIRE DEPARMENT	Orange Rural Fire 3 / EMS 10	835 Phelps Rd	Hillsborough
ORANGE RURAL FIRE DEPARTMENT		206 S CHURTON ST	HILLSBOROUGH
ORANGE COUNTY IT HQ		100 E King St	Hillsborough
ORANGE COUNTY IT HQ	Rogers Road Community Center	101 Edgar St	Chapel Hill
ORANGE COUNTY IT HQ	New Hope Fire Station 2 / EMS Station 7	4700 Nc Highway 86	Chapel Hill
EMS Station 5	Eno Fire Station 2	5501 St Mary's Rd	Hillsborough
EMS Station 8	Orange Grove Fire	6800 Orange Grove Rd	Hillsborough
Fire Station	Orange Rural 3	2510 WALKER RD	Hillsborough
Fire Station	Efland 1	3900 US 70 W	Efland
Fire Station	New Hope 1	4012 WHITFIELD RD	Chapel Hill
Fire Station	Efland 3	4111 HARMONY CHURCH RD	Efland
Fire Station	New Hope 2	4700 NC 86 S	Chapel Hill
Fire Station	Orange Grove 3	4725 NICKS RD	Mebane
Fire Station	Eno 1	5019 US 70 E	Eno
Fire Station	White Cross	5722 OLD GREENSBORO RD	Chapel Hill
Fire Station	Efland 2	5800 US 70 W	Hillsborough
Fire Station	Cedar Grove 1	5912 PENTECOST RD	Cedar Grove
Fire Station	Orange Grove 2	6801 ROCKY RIDGE RD	Hillsborough
Fire Station	Cedar Grove 2	720-UT HAWKINS RD	Cedar Grove
	Little River Park	301 Little River Park Way	Rougemont
	Forest Service Office	3314 NC 86 S	Hillsborough
	Blackwood Farm	4215 NC-86	Hillsborough
	Breeze Farm	4909 Walnut Grove Church Rd	Hurdle Mills
	Oconneechee State Park	620 VIRGINIA CATES RD	Hillsborough
	Efland Convenience Center	7001 High Rock Rd	Efland
	Caldwell Fire Department	7020 Guess Road	Rougemont
	CONVENIENCE CENTER - WALNUT GROVE CHURCH RD	3605 WALNUT GROVE CHURCH ROAD	Hillsborough
	FAIRVIEW PARK	195 Torain St	Hillsborough
	TWIN CREEK PARK	7906 Old NC 86	Chapel Hill

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 6-b

SUBJECT: Proposal to Name a Conference Room at the Orange County Visitors Center as
"The Lee Pavao Conference Room"

DEPARTMENT: County Manager

ATTACHMENT(S):

- 1) Letter Requesting Consideration
- 2) Letters of Support
- 3) Orange County Naming Policy

INFORMATION CONTACT:

Bonnie Hammersley, 919-245-2306

PURPOSE: To discuss naming a Conference Room in the Orange County Visitors Center to "The Lee Pavao Conference Room".

BACKGROUND: A number of community leaders (letters attached) have requested that the Board of Orange County Commissioners consider naming a conference room in honor of the late Lee Pavao.

Lee Pavao was a well-respected resident of the Orange County community for many years.

Lee Pavao served for eight years as an elected official on the Chapel Hill Town Council, including two years as Mayor Pro-Tem.

Lee Pavao worked closely with Orange County leaders, the Board of County Commissioners and Visitors Bureau, the Seymour Center, and many Orange County staff on community related projects.

Lee Pavao was a champion of economic development and tourism, and worked closely with Orange County and Chapel Hill to establish a welcome center with associated programs.

In 2012, Lee Pavao received a standing ovation when he became a recipient of the Order of the Long Leaf Pine award for his 30 years of volunteer service in Orange County.

Lee Pavao received many honors for his volunteer service including the Chapel Hill Historical Society's 2014 Town Treasure Award, the Chapel Hill/Orange County Visitors Bureau's Tourism Leadership Award and dozens of additional accolades.

In memoriam and appreciation of Lee Pavao, the proposal to name a conference room in the recently relocated Orange County Visitors Center as "The Lee Pavao Conference Room" is presented to the Board of Commissioners for consideration.

FINANCIAL IMPACT: There is no immediate financial impact related to this discussion. If approved, costs will include for a placard: "The Lee Pavao Conference Room"; a photo of Mr. Pavao in the conference room, and a brief biography next to his photo.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact related to this item.

RECOMMENDATION(S): The Manager recommends that the Board:

- 1) receive this information;
- 2) consider stating its intent to consider adopting a resolution at a future meeting naming a Conference Room at the Orange County Visitors Center as "The Lee Pavao Conference Room"; and
- 3) if the Board states that intent, direct staff to present a proposed resolution to the Board at a future meeting.

Attachment 1

April 4, 2022

To: Bonnie Hammersley, Orange County Manager
Re: Naming the new Visitors Center Conference room, "The Lee Pavao Conference Room"
Fr: Laurie Paolicelli, Director, Chapel Hill/Orange County Visitors Bureau

On behalf of the Visitors Bureau, I am writing to request that the Visitors Bureau be allowed to name the Chapel Hill/Orange County Visitors Bureau Conference Room, The Lee Pavao Conference Room, in honor of the late Lee Pavao, a well-respected member of our Orange County community.

The nod to his service would entail a placard: Lee Pavao Conference Room, a photo in the conference room and a brief bio next to his photo. There is no associated cost.

Lee served for eight years as an elected official on the Chapel Hill Town Council, including two years as Mayor Pro-Tem. He worked closely with Orange County leaders, board of county commissioners and Visitors Bureau, Seymour Center, and many Oranges County staff. He was a champion of tourism and worked closely with Orange County and Chapel Hill to establish a welcome center and a program.

In 2012, the Orange County community gave a standing ovation to Lee when he became a recipient of the Order of the Long Leaf Pine award for his 30-years of volunteer service in Orange County.

Lee Pavao received many honors for his service to Chapel Hill. From the Long Leaf Pine Award to Chapel Hill Historical Society's 2014 Town Treasure Award to the Chapel Hill/Orange County Visitors Bureau's Tourism Leadership Award, and dozens of additional accolades.

Thank you for your consideration.

Laurie Paolicelli

Obituary reference: <https://chapelboro.com/news/obituaries/former-chapel-hill-town-council-member-lee-pavao-dies>

Josh Gurlitz
208 Spring Lane
Chapel Hill, NC 27514

January 6, 2022

Laurie Paolicelli
Executive Director
Chapel Hill/Orange County Visitors Bureau
308 West Franklin Street
Chapel Hill, North Carolina 27516

Re: New Visitors Center

Dear Laurie:

With great happiness we are now moving the Chapel Hill/Orange County Visitors Bureau into new quarters at 308 West Franklin Street. I truly hope that this new facility will be all you expect it to be and will serve you well for many years into the future. Under your leadership I know our visitor's bureau will project a vibrant image of our communities to visitors and all who use this building.

Through the many years that Lee Pavao served our communities, both Orange County and Chapel Hill, he did so with perseverance, wit and great charm. He served on the board of the Visitors Bureau, on the Chapel Hill Town Council, the board of the Senior Center and many other endeavors. He was such a strong advocate for this county in so many ways. His work was frequently quiet, personal and extremely effective.

Within this new facility, you have created a new conference room. One of Lee's greatest gifts was his ability to bring people together and convince them of their common cause. It would be most fitting to name this conference room after Lee; a room in which people will come together to accomplish many things important to our county.

My very best regards

A handwritten signature in black ink that reads "Josh Gurlitz". The signature is written in a cursive, flowing style with a large, stylized "G" at the end.

April 4, 2022

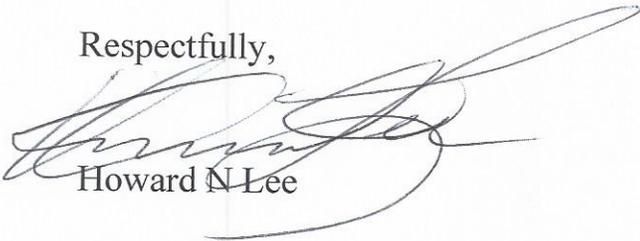
Bonnie Hammersley
Orange County Manager
Hillsborough, NC

Dear Manager Hammersley,

I am delighted to join with others in support of the Visitors Bureau's request to name the new downtown Welcome Center's meeting room in honor of the late Lee Pavao. Lee was a well-respected member of the Orange County community and a longtime economic development and tourism champion. Lee's commitment to strengthening economic opportunities and tourism in our Community was second to none. Because he worked tirelessly to help promote the Visitors Bureau and many other Chapel Hill and Orange County organizations, it is fitting to honor his contributions by naming the new Visitors Center Conference room "**The Lee Pavao Conference Room.**" I urge your approval of this request.

With kindest regards and best wishes, I am

Respectfully,



Howard N Lee

April 1, 2022

To: Bonnie Hammersley, Orange County Manager

Re: Naming the new Visitors Center Conference room, "The Lee Pavao Conference Room"

Fr: Ken Broun, former Mayor of Chapel Hill; UNC Law Professor, current Orange County resident

I am writing to support the Visitors Bureau's request to name the new downtown Welcome Center's meeting room: The Lee Pavao Conference Room, in honor of the late Lee Pavao, a longtime champion of economic development, tourism and a well-respected member of our Orange County community.

Laurie Paolicelli has fully set out Mr. Pavao's credentials and his remarkable service to our community. I had the honor of serving on the Chapel Hill Town Council with Mr. Pavao for four years. No one I worked with in Chapel Hill cared more about Chapel Hill and Orange County. He loved this community and was devoted to the promotion of it. He worked long and hard with the Visitors Bureau and many other Chapel Hill and Orange County organizations.

Lee Pavao was a great citizen of this area. He was loved by all who knew him. His public service record places him among the most important figures in our community over the past 30 years. His name and that of the Visitors Center are virtually synonymous. It would be entirely fitting to have the meeting room at the new downtown Welcome Center named the Lee Pavao Conference room.

Ken Broun

April 4, 2022

To: Bonnie Hammersley, Orange County Manager

Re: Naming the new Visitors Center Conference room "The Lee Pavao Conference Room"

From: Rosemary Waldorf

Bonnie, thank you for dedicating resources to a beautiful new Welcome Center in the heart of downtown Chapel Hill. This will surely make a positive contribution to the hospitality industry that we love.

I am writing to endorse the Visitors Center's request to name the new Welcome Center at 309 West Franklin Street in honor of the late Lee Pavao, a longtime champion of Orange County's beauty, ethos and hearty welcome to all guests.

I served as Mayor of Chapel Hill from 1995-2001, and was on the Town Council prior to 1995. I served with Lee Pavao throughout my tenure, and he was a council member who advocated for economic development, tourism and senior services.

Every year at budget time, he worked effectively both in council chambers and behind the scenes to secure adequate support for the Visitors Bureau. He was a marketing professional, and his expertise and his enthusiasm were very influential in making our tourism program what it is today.

Lee first came to Chapel Hill in the early 1980s to deliver his son to the University of North Carolina as a Morehead Scholar. After multiple visits, he moved to Chapel Hill in 1986 and embraced the town as his community. He served on numerous nonprofit boards.

Lee received many honors for his service to Chapel Hill, including The Order of the Long Leaf Pine, the Chapel Hill Historical Society's 2014 Town Treasure Award, and the Chapel Hill/Orange County Visitors Bureau's Tourism Leadership Award.

Having Lee's smile grace this beautiful conference room would be so fitting.

Thank you for your consideration.

POLICY FOR INSERTION INTO THE POLICY MANUAL

MEETING DATE: February 21, 1989

NUMBER: A-0390

EFFECTIVE DATE: February 21, 1989

REVISIONS: November 9, 2005
 March 3, 2009
 November 17, 2015
 December 13, 2016

POLICY: Orange County Property Naming Policy**Policy "Policy Statement"**

County owned buildings, facilities and land shall bear such names as the Orange County Board of Commissioners shall approve pursuant to this policy. This policy follows all applicable local, state and federal laws, rules and regulations.

Purpose

This policy is to establish the Board of County Commissioners as the responsible authority for naming of County buildings, facilities, and land.

Guidelines

- 2.1. The naming of public buildings, facilities and land shall be done only by the Board of County Commissioners by resolution adopted by majority vote.
 - 2.1.1. Property to be given names or titles shall be either owned by Orange County government or leased by Orange County government for its use.
 - 2.1.2. Properties to be named or given a title include county-owned or leased buildings.
 - 2.1.3. Official names or titles for property belonging to the County shall only be changed by the Board of County Commissioners as it deems appropriate after a public participation process.
 - 2.1.4. Current names for property belonging to the County shall remain the same unless changed by the Board of County Commissioners upon relocation or change in function of the property.
 - 2.1.5. Property belonging to Orange County may be named for living persons with the following qualifications.
 - a. Any areas or rooms in buildings, other physical facilities, collections of books, records or other printed or audio-visual materials, land or water areas
 - b. Living persons who secure funding and/or make a significant contribution to the life and well-being to Orange County.
 - c. Leased property that has been conferred a name by the lessor that is a person's name need not be renamed if it has locational or other value

- 2.1.6 Official names or titles for property belonging to or leased by the County shall be based upon geographical, historical, ecological, functional, or other such factors as the Board of County Commissioners deems appropriate. If a geographical reference of locational value is derived from the name of a person, such as a street name, it may be used in naming County property.
- a. A public building/facility under construction/renovation or land purchased for park development or conservation/preservation will be given a "working title" which will only become the official title of the property when formally approved as such by the BOCC
 - b. Memorial naming of a public building, facility or land is in addition to the official title of the building/facility/land and is bestowed in accordance with Section 2.2 of this policy
 - c. Leased property naming will respect historical names that may already be attached to the facility or as may be negotiated with the owner of the building.
- 2.1.7 Exceptions to this policy of naming property belonging to the County may be made by the Board of County Commissioners as it deems appropriate.
- 2.1.8 This policy does not apply to the naming of public streets, roads, alleys and other similar thoroughfares.
- 2.1.9 this policy shall not be construed as the mechanism for selling the permanent naming rights to County structures, buildings, facilities or land.
- 2.2. Memorial Naming (in honor of a deceased individual) of Public Buildings, Facilities, or Land: In the event Orange County wishes to honor a deceased individual by naming a public Building, facility or land after such an individual, the following shall apply:
- 2.2.1. The person who is being honored by such a memorial shall have made a significant contribution to the well-being and betterment of Orange County.
 - 2.2.2. The party requesting a memorial shall submit a brief biography of the person to Orange County government for recording purposes.
 - 2.2.3. The memorial naming of a public building, facility or land will be in addition to the official name as defined in Section 2.1.6 of this policy.
 - 2.2.4. Renaming a public building, facility or land which has previously been named in honor of or in memorial to an individual shall only be done in extraordinary circumstances as determined by the Board.

Procedures

- 2.3. A public building/facility under construction/renovation or land purchased for park development or conservation/preservation shall be given a "working title" by staff for easy identification of the property.

- 2.4. The proposed naming of a public building, facility or land may be generated in the following manner.
 - a. Staff shall recommend to the BOCC an official title of the public building, facility or land in accordance with Section 2.1.6 of this policy. Such recommended by staff will be made prior to the completion of any project to construct, renovate or develop the property.
 - b. Any person, firm or association may propose a name for a County owned building, facility or land by submitting the proposal in writing to the County Manager or Clerk to the Board.
 - c. Under certain circumstances the BOCC may wish to set in place a public process for soliciting input in the official naming of a public building, facility or land.
- 2.5. The County Manager shall prepare a report with recommendations for the proposed naming of the public building, facility or land and present it to the BOCC for consideration at a regularly scheduled public meeting.
- 2.6. Upon receipt of the report and the recommendations of the manager the BOCC will state its intent to consider the adoption of a resolution for the naming or renaming of the public building, facility or land at the next or some subsequent meeting as determined by the BOCC.
- 2.7. The Board may determine the public building, facility or land is of significant public interest and direct a notice be published informing the public of the Board's intent to consider the naming or renaming of the public building, facility or land and fix a time and place for a public hearing on the question.
- 2.8. Upon approval of the resolution by the BOCC, the public building, facility or land shall bear the name assigned to it from and after the date of Board action or such subsequent date as the BOCC may prescribe.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 6-c

SUBJECT: Report of the Climate Council Review Sub-Committee

DEPARTMENT: County Manager

ATTACHMENT(S):
Sub-Committee Report

INFORMATION CONTACT:

Travis Myren, 919-245-2308
Steve Arndt, 919-245-2658

PURPOSE: To discuss the report and recommendations of the Climate Council Review Sub-Committee and authorize staff to draft an intergovernmental memorandum of understanding that details the membership, charge and boundaries of work, meeting frequency, appointment process, and staff responsibilities of the Climate Council as outlined below.

BACKGROUND: The Board of Commissioners created a Climate Council Review Sub-Committee to review the Orange County Climate Council in the Fall of 2021. The Board appointed Commissioners Jamezetta Bedford, Amy Fowler, and Anna Richards to serve on the Sub-Committee. The petition that initiated the Sub-Committee stated that the Sub-Committee may recommend a restructuring of the Climate Council as a result of this assessment.

The Sub-Committee reviewed background materials, conducted a survey of current and former climate council members, interviewed Climate Council members, and reviewed other models for intergovernmental information sharing and coordination. This work is described in detail in the Sub-Committee Report (attached).

Based on the research conducted by the Sub-Committee, the Sub-Committee is recommending a reorganization of the Climate Council that is modeled after the Intergovernmental Parks Work Group. This new structure and charge would be codified in an intergovernmental Memorandum of Understanding (MOU) that details the membership, charge and boundaries of work, meeting frequency, appointment process, and staff responsibilities.

The Sub-Committee also offers the following specific suggestions regarding the content of the MOU. These suggestions are more fully described in the attached report.

- Decrease the overall size of the Council from thirty-one to sixteen members
- Focus membership on public sector entities

- Clarify that the Council's charge:
 - Provide opportunities to engage with the community on concerns and ideas regarding climate change and climate justice;
 - Gather and exchange information on climate change mitigation and prevention;
 - Maintain and update an inventory of climate change initiatives of the entities represented on the Council;
 - Promote communication between the municipalities and the County on future opportunities and collaborative efforts;
 - Provide updates on the Climate Action Plans of the entities represented on the Council;
 - Provide feedback on public education and public outreach conducted by the entities represented on the Council or any collaborative education and outreach activities as requested by those entities.
- Establish a meeting frequency of three times per year consistent with the Intergovernmental Parks Work group.
- Charge each entity with appointing its own members
- Clarify that, as an intergovernmental entity, the Climate Council should not be considered an advisory board of any of its constituent entities.
- County staff will work with the appointed County representatives to prepare agendas and coordinate meetings. Each entity represented on the Council will be responsible for providing individual agency updates and engaging in collaborative activities.

Importance of a County Climate Action Plan

The Sub-Committee also recognized the need for the County to create its own Climate Action Plan to identify the County's goals and strategies. The creation of the Plan would be led by the County's Sustainability Coordinator and advised by and facilitated through the Commission for the Environment. This Plan is a prerequisite to successful information sharing and collaboration with other jurisdictions.

FINANCIAL IMPACT: The proposed reorganization of the Climate Council does not have a fiscal impact.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impacts are associated with this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

Initiate policies and programs that: 1) conserve energy; 2) reduce resource consumption; 3) increase the use of recycled and renewable resources; and 4) minimize waste stream impacts on the environment.

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

- **ENVIRONMENTALLY PREFERABLE PURCHASING**

Promote the use of chemicals, materials, equipment, and systems which are officially recognized as to minimize environmental impacts.

- **RESULTANT IMPACT ON NATURAL RESOURCES AND AIR QUALITY**

Assess and where possible mitigate adverse impacts created to the natural resources of the site and adjoining area. Minimize production of greenhouse gases.

RECOMMENDATION(S): The Manager recommends that the Board discuss the recommendations of the Sub-Committee and authorize staff to draft an intergovernmental memorandum of understanding that details the membership, charge and boundaries of work, meeting frequency, appointment process, and staff responsibilities of the Climate Council as outlined above.

Report of the Climate Council Review Sub-Committee April 2022

The Board of Commissioners created a sub-committee to review the Orange County Climate Council in the Fall of 2021. The Board appointed Commissioners Bedford, Fowler, and Richards to serve on the sub-committee. The petition that initiated the sub-committee stated that the sub-committee may recommend a restructuring of the Climate Council as a result of this assessment.

The sub-committee reviewed background materials, conducted a survey of current and former climate council members, interviewed Climate Council members, and reviewed other models for intergovernmental information sharing and coordination.

Climate Council Background

The Orange County Climate Council began as an Ad Hoc Climate Change Committee. The original informal group was composed of four elected officials to explore opportunities to accelerate collaborative action on climate change. The Committee provided a report to the Assembly of Governments meeting on January 29, 2019 where the concept of establishing a more formal committee structure was discussed noting that the composition and charge for the new committee would need to be discussed and approved by the boards of the constituent jurisdictions.

Following the Assembly of Governments meeting, each jurisdiction took different approaches to their appointments to the Climate Council

- **Orange County**
Orange County approved the formation of a Climate Council and proposed membership structure of thirty-one (31) positions.
- **Hillsborough**
On April 8, 2019, the Hillsborough Board of Commissioners reviewed the proposed membership list of thirty-one (31) positions with no formal action to approve the composition and appointed a representative.
- **Carrboro**
At the May 7, 2019 meeting, the Board of Aldermen endorsed a participant list of 26 positions, rather than the 31 positions approved by Orange County. The list the Board of Aldermen endorsed did not include 4 at-large positions for each jurisdiction or a representative from UNC Hospital.

On March 19, 2019, the Board of Aldermen appointed a representative.

- **Chapel Hill**

On April 10, 2019, the Chapel Hill Town Council passed a resolution approving the membership list of 31 positions and appointed a representative.

The current membership structure is included in the following table:

Organization	Representatives	# of Positions
Orange County BOCC	Sustainability Director, Commissioner	2
Hillsborough	Designated staff, Commissioner	2
Carrboro	Sustainability Director, Alderperson	2
Chapel Hill	Sustainability Director, Council person	2
CHCCS	Sustainability Director, Board member, Student	3
Orange County Schools	Designated staff, Board member, student	3
UNC	Sustainability Director, Student	2
OWASA	Sustainability Director, Board member	2
CH-Carrboro NAACP	Representative, youth	2
Northern Orange NAACP	Representative, youth	2
Orange/Chatham Sierra Club	Representative	1
NC Cooperative Extension	Representative	1
Durham Tech	Representative, student	2
At Large Appointments	Orange County, Chapel Hill, Carrboro, Hillsborough	4
UNC Hospital	Representative	1
Total Members		31

County records indicate that the Council met seven times during 2021 with an average attendance of 15.9 members at each of the meetings.

Mission Statement

The Climate Council has adopted a mission statement to, "...accelerate joint action addressing the climate emergency by sharing successful strategies and identifying equitable opportunities to reduce greenhouse gas emissions, provide stewardship of the natural world, and protect all County residents from climate impacts.

Recent Accomplishments

The Climate Council prepared a report for the Board of Commissioners in April of 2021 that outlined the following accomplishments.

- Created the Climate Action Reporting Database (CARD) where all 12 active member organizations documented over 200 climate actions taken to date by at least one of our members.

- Generated a list of climate actions and policies which might be used by local governments in North Carolina, and categorized by cost estimates, general impact on emissions, and additional benefits:
- Consulted a local communication professional to identify the most impactful and appropriate way for the Climate Council to communicate.
- Won a technical assistance grant from the US Green Building Council to pursue LEED certification for Orange County under the new LEED for Cities and Communities Rating System.
- Conducted our First Annual Community Update on Thursday, October 22nd, engaging with more than 80 participants to share our work to date and answer community questions.

Request for Memorandum of Understanding

In December of 2021, the Climate Council submitted a letter to the Mayors, Chair, and Managers requesting a process to develop a memorandum of understanding (MOU) that would govern the work of the Climate Council moving forward.

The letter proposed an eight member Climate Council Executive Committee composed of the Climate Council governing body liaisons, the Climate Council Chair, Vice-chair and two other representatives from the Climate Council elected by that body. That group would draft an MOU based on the experience of the Council to date, the latest draft Climate Council bylaws, and other intergovernmental governing documents that may serve as appropriate models.

The letter indicated that the draft MOU would be shared with the other Climate Council members for feedback, followed by a potential presentation to the Assembly of Governments meeting or to each governing board detailing the Climate Council's work, and, finally, distribution to each governing board for approval.

The Mayors and Chair discussed the request for an MOU and subsequently asked their attorneys to begin the drafting process using the Intergovernmental Parks Work Group as the model structure.

Feedback from Current and Former Climate Council Members

The Sub-Committee sought feedback from current and former Climate Council members regarding what work is going well and what could be improved. That feedback took the form of a survey that was distributed to 48 current and former members as well as a meeting with the Council Chair and Town of Carrboro representative with the members of the Sub-Committee.

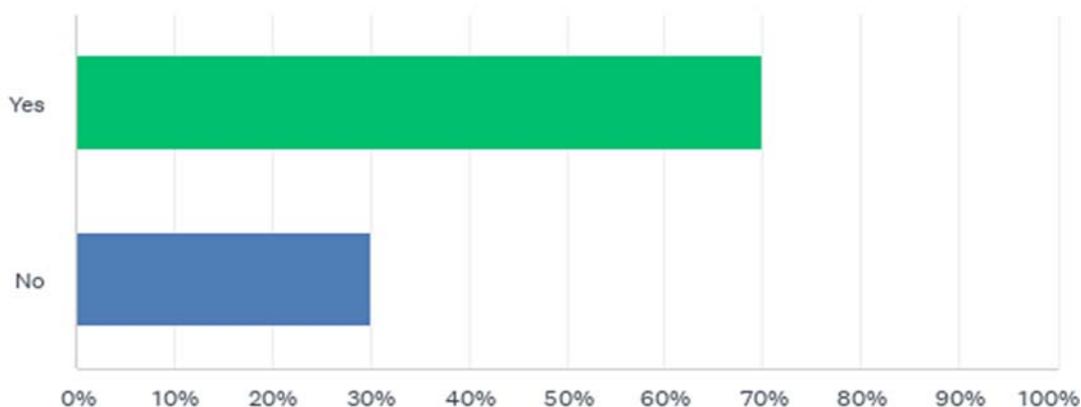
The Sub-Committee received a total of twelve responses from elected officials, a community organization, at large members, and staff. Commissioners Richards and Bedford received the survey as former members of the Council, but they did not complete it.

What was/is your role on the Climate Council?

Elected Official/Board Member	33.33%	4
Community Organization Representative	8.33%	1
At-Large Resident Appointee	41.67%	5
Staff	16.67%	2
Student	0.00%	0
Intern	0.00%	0
TOTAL		12

Seventy percent (70%) of those respondents indicated that the Climate Council added value to the existing work on sustainability and climate change.

Does the Climate Council add value to existing work on sustainability and climate change happening in public sector or in non-governmental organizations?



The survey also asked more qualitative questions from which themes could be discerned.

- **From your perspective, what is the primary purpose of the Climate Council?**
Primary Themes: Collaboration, Information Sharing
- **What elements of the Climate Council's work are going well?**

Primary Themes: Collaboration of technically competent council members, development of relationships between members, foundational work of council

- **What elements of the Climate Council's work are not going well?**

Primary Themes: No clear understanding of mission, purpose, goals and responsibilities. Inconsistent attendance/participation by some council members.

- **What is your perspective on the size, structure, and representation on the Climate Council?**

Primary Themes: No consistent opinion on size. Many commented on representation, indicating the council should seek wider representation outside of government, and more diversity.

- **What role should staff play?**

Primary Themes: Pretty evenly split between active members and technical support only.

- **What would be included in an ideal Climate Council work plan?**

Primary Themes: A specific charge from the governments, Definition of the relation of the council to the county (i.e., advisory?) and municipal governments, Brainstorming

Existing Models for Collaboration

Based on the feedback from members, the Sub-Committee recognized the value of an intergovernmental group focused on information sharing and collaboration. The County and the Towns currently have three formal models for collaboration.

- **Intergovernmental Parks Work Group**

The Intergovernmental Parks Work Group was created through a resolution that was adopted by the elected boards of Orange County, Chapel Hill, Hillsborough and Carrboro. That resolution was accompanied by a governing document that outlined the membership, detailed a meeting frequency of three times per year, and established the group's charge.

The charge to the Intergovernmental Parks Work Group included seven (7) goals.

1. To gather, exchange and **share information** on parks planning and development in the municipalities and County.
2. To **maintain and update the Inventory of Parks and Recreation Facilities** developed as part of the Joint Master Recreation and Parks report, including new properties acquired or dedicated
3. To foster communication between the municipalities and County on **future opportunities and collaborative ventures**

4. To provide a **coordinating mechanism for updates to parks and recreation plans** in each jurisdiction
5. To **review and inform the municipalities and County concerning parks needs** and potential opportunities
6. To develop **parameters for parks standards** (leaving flexibility for the actual standards to vary from jurisdiction to jurisdiction within these parameters)
7. To **develop and coordinate public education and public outreach** on parks issues (coordinated brochures, etc)

The governing document also indicated that the Intergovernmental Parks Work Group is inter-jurisdictional group, providing information to all elected boards on the areas listed above. It is not a formal advisory board of any jurisdiction.

- **Partnership to End Homelessness**

The Partnership to End Homelessness started in April 2008 as the Orange County, Chapel Hill, Carrboro, and Hillsborough endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a formal memorandum of understanding (MOU) to fund and support the Plan's implementation.

The 10-Year Plan to End Chronic Homelessness has evolved into a living document that the Partnership updates over time to reflect its accomplishments and the evolution of policies, evidence-based practices, and funding. It is currently supported by two professional staff and program expenses funded by the County and Towns through a population based funding formula. The County provides administrative support and oversight of the staff.

The Partnership to End Homelessness MOU created a Leadership Team consisting of representatives appointed from each of the above governmental partners and a cross-section of community representation, charged with providing oversight and direction to the Plan.

The MOU also designates the four elected appointees to serve on the OCPEH Executive Team to ensure that the interests of all four funding jurisdictions are consistently represented and clearly specifies the role of the Towns and the County.

- **Food Council**

The Orange County Food Council was formally created in June of 2015 as each jurisdiction approved an MOU specifying the role, governance, and funding model to support the work of the Council. This MOU modeled on the Partnership to End Homelessness MOU.

Although the Food Council did not have a ten year plan to guide its initial work, the MOU specifies that the Council's role is to "...provide advice and recommendations to the four jurisdictions on issues related to the county community food system and also facilitate communication between community groups, committees, commissions, and other boards whose work supports a thriving local farm economy, access to healthy food, food related economic development, strong communities, sustainable ecosystems, and healthy people.

The MOU also specifies a sixteen member Council consisting of elected representatives appointed from each of the above governmental partners and a cross-section of community members, food access and food provider representation, charged with providing direction for the council's work.

Sub-Committee Recommendations

The Sub-Committee recommends that the Climate Council be modeled after the Intergovernmental Parks Work group. Both groups serve as forums to share information, promote communication among jurisdictions, identify areas of potential collaboration, and educate the public.

The Partnership to End Homelessness conducts these activities but also serves a more formal role as the County's designated Continuum of Care under rules established by the Department of Housing and Urban Development, and both the Partnership to End Homeless and the Food Council have staff dedicated to implement programming and funding from each of the jurisdictions to support those staff. The Climate Council offers an important opportunity for communication but does not have the same level of responsibility.

The Sub-Committee also recommends that the participating jurisdictions create a Memorandum of Understanding (MOU) to govern the new Climate Council. This is consistent with the request from the Climate Council and the direction from the Mayors and Chair to their respective attorneys. The MOU should detail the membership, charge and boundaries of work, meeting frequency, appointment process, and an understanding of staff responsibilities. Pending completion of that MOU, the County's participation in the Climate Council should be suspended.

Suggestions for Moving Forward

The Sub-Committee also offers the following suggestions regarding the content of the MOU.

Membership

The Sub-Committee suggests that the overall size of the Council decrease to increase the number of meetings at which a quorum of members is present. More specifically, the membership should be limited to the government agencies that create the group and the entities and employers that could have the most impact on operations and behaviors that drive climate change.

Organization	Representatives	# of Positions
Orange County BOCC	Commissioner	1
Orange County Commission for the Environment	Representative	1
Hillsborough	Commissioner	1
Hillsborough Parks and Recreation Board	Representative	1
Carrboro	Aldersperson	1
Carrboro Environmental Advisory Board	Representative	1
Chapel Hill	Council person	1
Chapel Hill Environmental Stewardship and Advisory Board	Representative	1
CHCCS	Board member	1
Orange County Schools	Board member	1
UNC	Sustainability Lead	1
UNC Health	Sustainability Lead	1
OWASA	Sustainability Director	1
NC Cooperative Extension	Representative	1
Durham Tech	Sustainability Lead	1
The Chamber for a Greater Chapel Hill Carrboro Partnership for Sustainable Community	Representative	1
Total Members		16

Charge

The Charge to the group should be focused on information sharing and collaboration and not on joint action or programming. Like the Intergovernmental Parks Workgroup, goals should include

- Providing opportunities to engage with the community on concerns and ideas regarding climate change and climate justice;
- Gathering and exchanging information on climate change mitigation and prevention;
- Maintaining and updating an inventory of climate change initiatives of the entities represented on the Council;
- Promoting communication between the municipalities and the County on future opportunities and collaborative efforts;
- Providing updates on the Climate Action Plans of the entities represented on the Council;
- Providing feedback on public education and public outreach conducted by the entities represented on the Council or any collaborative education and outreach activities as requested by those entities.

Meeting Frequency

The Sub-Committee suggests a meeting frequency similar to the Intergovernmental Parks Work Group of three times per year. This will provide a meaningful interval for updates while not consuming a considerable amount of staff time.

Appointment Process

Appointments should be made through each entity's respective appointment process. The Board of County Commissioners will appoint its own member. The Town of Carrboro will appoint its own member, etc. The Clerk to the Board of Commissioners will coordinate this process with the Town Clerks.

Nature of the Work Group

As an intergovernmental entity, the Climate Council should not be considered to be an advisory board of any of its constituent entities.

Staffing Arrangements

County staff will work with the appointed County representatives to prepare agendas and coordinate meetings. Each entity represented on the Council will be responsible for providing individual agency updates and engaging in collaborative activities.

Importance of a County Climate Action Plan

The Sub-Committee also recognized the need for the County to create its own **Climate Action Plan** to identify the County's goals and strategies. This Plan is a prerequisite to successful information sharing and collaboration with other jurisdictions.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 8-a**

SUBJECT: Minutes

DEPARTMENT: Board of County Commissioners

ATTACHMENT(S):
Draft Minutes (Under Separate Cover)

INFORMATION CONTACT:
Laura Jensen, Clerk to the Board, 919-
245-2130

PURPOSE: To correct and/or approve the draft minutes as submitted by the Clerk to the Board as listed below.

BACKGROUND: In accordance with 153A-42 of the General Statutes, the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

Attachment 1: March 15, 2022 Business Meeting
Attachment 2: March 21, 2022 Virtual Legislative Breakfast

FINANCIAL IMPACT: There is no financial impact associated with this item.

SOCIAL JUSTICE IMPACT: There is no Orange County Social Justice Goal impact associated with this item.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends the Board approve minutes as presented or as amended.

**MINUTES
ORANGE COUNTY
BOARD OF COMMISSIONERS
BUSINESS MEETING
March 15, 2022
7:00 p.m.**

The Orange County Board of Commissioners met for a Business Meeting on Tuesday, March 15, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

COUNTY COMMISSIONERS PRESENT: Chair Renee Price, Vice Chair Jamezetta Bedford, and Commissioners Amy Fowler, Jean Hamilton, Sally Greene, Earl McKee, and Anna Richards

COUNTY COMMISSIONERS ABSENT: None

COUNTY ATTORNEYS PRESENT: John Roberts

COUNTY STAFF PRESENT: County Manager Bonnie Hammersley, Deputy County Manager Travis Myren, and Clerk to the Board Laura Jensen. (All other staff members will be identified appropriately below)

Chair Price called the meeting to order at 7:00 p.m.

1. Additions or Changes to the Agenda

Chair Price proposed adding a Resolution in Support of Ukraine to the agenda as Item 4-c.

A motion was made by Commissioner Bedford, seconded by Commissioner Greene, to add an Item 4-c to the agenda to consider approving a Resolution in Support of Ukraine.

VOTE: UNANIMOUS

Chair Price dispensed with reading the public charge.

Public Charge: The Board of Commissioners pledges its respect to all present. The Board asks those attending this meeting to conduct themselves in a respectful, courteous manner toward each other, county staff and the commissioners. At any time should a member of the Board or the public fail to observe this charge, the Chair will take steps to restore order and decorum. Should it become impossible to restore order and continue the meeting, the Chair will recess the meeting until such time that a genuine commitment to this public charge is observed. The BOCC asks that all electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate. Please be kind to everyone.

2. Public Comments (Limited to One Hour)

a. Matters not on the Printed Agenda

Dale Hodson read the following prepared comments to the Board:

“My name is Dale Hodson, and I’m a resident of Orange County and Chapel Hill, and I’m not an attorney. I have bad news for Orange County residents, businesses, and organizations that have been harmed by the COVID restrictions imposed by the County: It didn’t have to happen. Regardless of the restrictions that the State of North Carolina has imposed, I believe that the March 13, 2020 Orange County State of Emergency declaration, and all amendments to

1 it, legally ended after March 18, 2020 – nearly two full years ago. Because of that, I believe that
 2 all of the restrictions, shutdowns, and stay-at-home orders issued by the County over the last
 3 two years have been invalid and probably illegal after March 18, 2020. Why do I believe this?
 4 Because the original declaration and each subsequent amendment and extension are in
 5 contradiction to the Orange County Code of Ordinances. Section 14-40 of the Code states: "...
 6 Any proclamation issued under this article shall expire five days after its last imposition ..."
 7 Again, listen to those words: "shall expire five days after its last imposition" The Code doesn't
 8 say that the five day expiration is a guide, or a suggestion, or that a proclamation "might expire,"
 9 or "could expire" - the Code says "shall expire." And "shall expire" is an order, not a choice. I
 10 understand the desire by the Board Chair to incorporate phrases such as "shall remain in effect
 11 until it is rescinded," but I believe such phrases violate Orange County law. The invalid
 12 language in the Declaration gives the purposeful impression that the Declaration could go on
 13 forever, and certainly longer than the statutory limit of five days. For the entire two years since
 14 the Declaration was first published, the Board and others have purposely given the impression
 15 that a valid County State of Emergency existed. If the County wanted a State of Emergency
 16 longer than five days, it would have been a simple matter: Just issue a new declaration every
 17 five days. For the last two years, thousands of County residents and businesses have been
 18 harmed by these invalid emergency declarations. I would think that County residents and
 19 businesses might seek legal recourse for the mental, emotional, physical, and financial harm
 20 they have incurred since the expiration of the Declaration two years ago. I request that the
 21 Board publicly display and send a statement to the media saying that the original State of
 22 Emergency declaration legally expired after March 18, 2020, and that all subsequent
 23 Amendments were invalid because there was no legal Orange County State of Emergency
 24 declaration in effect when the various amendments were declared."
 25

26 b. Matters on the Printed Agenda

27 (These matters will be considered when the Board addresses that item on the agenda below.)
 28

29 **3. Announcements, Petitions and Comments by Board Members**

30 Commissioner McKee and Commissioner Hamilton had no comments or
 31 announcements.

32 Commissioner Bedford said she will represent the Board tomorrow at the Hillsborough
 33 Durham Technical Community College Campus during UNC-Chapel Hill's announcement
 34 regarding targeted recruitment of young adult students. She said she will report back to the
 35 Board.

36 Commissioner Greene congratulated the Eno River Foundation, Town of Hillsborough,
 37 and Orange County for the acquisition of over two hundred acres of the Ayr Mount estate, which
 38 will be added to the Eno River State Park. She said the area include four settlement areas,
 39 including one that date backs to 1,000 B.C., the Orange County Speedway, green buffers, and
 40 wildlife corridors. She said this is an exciting addition to the county's protected natural
 41 resources. She said that the Orange County Transit Policy Steering Committee has given
 42 tentative approval for the final revised Orange County Transit Plan. She said that the plan
 43 should come before the Board in the early fall. She thanked Craig Benedict for his leadership on
 44 this plan.

45 Commissioner Fowler indicated that the County is allowed to appoint two members to
 46 the Alliance Health Board of Directors beginning in April. She said Alliance Health also has a
 47 Family and Consumer Advisory Council that can have up to twelve members. She encouraged
 48 people to apply for both boards through the Alliance website.

49 Commissioner Richards had no comments or announcements.

50 Chair Price said she received an email from the Triangle J Council of Governments
 51 (TJCOG) that they are merging the rural and the metro. She asked for more information on this

1 from staff. She echoed Commissioner Greene's comments on the new natural park and the
 2 benefits that this will provide to the county. She also congratulated the Arts Commission for their
 3 Big Night In for the Arts fundraiser. She shared that Caitlin Fenhagen, Criminal Justice
 4 Resource Department Director, has signed up to be part of the North Carolina chapter of the
 5 Vera Institute of Justice and their inaugural meeting is tomorrow. She announced that the
 6 Orange County 4-H is having an awards program on Thursday evening at 6:00 pm.

7
 8 **4. Proclamations/ Resolutions/ Special Presentations**

9 **a. Recognition of Craig Benedict, Retiring Orange County Planning & Inspections**
 10 **Director**

11 The Board expressed gratitude to Craig Benedict, retiring Orange County Planning &
 12 Inspections Director, for his devotion and service to Orange County.

13
 14 **BACKGROUND:** After 23 years of dedicated service to the Orange County community, Craig
 15 Benedict is retiring on April 1, 2022.

16
 17 Craig Benedict began his career of service with Orange County as Planning & Inspections
 18 Director in 1999. Mr. Benedict worked closely with the Orange County Planning Board and
 19 Board of Commissioners on a multitude of issues, projects and initiatives.

20
 21 The Board of Commissioners expresses its appreciation to Mr. Benedict for his devotion and
 22 service to Orange County residents, Orange County government, and the Board of
 23 Commissioners.

24
 25 Chair Price read the following letter of recognition honoring Mr. Benedict:

26
 27 **Orange County Board of Commissioners**
 28 **Post Office Box 8181**
 29 **300 West Tryon Street**
 30 **Hillsborough, North Carolina 27278**

31
 32 March 15, 2022

33
 34
 35 Dear Mr. Benedict,

36
 37 With this letter, the Orange County Board of County Commissioners does hereby acknowledge
 38 the dedication and service you have given to Orange County since your hire as Director of
 39 Planning and Inspections on March 1, 1999.

40
 41 During your time with Orange County, you worked on a variety of different projects and
 42 initiatives that improved the Planning and Inspections department and advanced many goals of
 43 the Board of County Commissioners (BOCC). You actively participated in and provided your
 44 expert guidance to the advisory board for your department, the Planning Board.

45
 46 You also provided guidance to many Commissioners and provided numerous presentations to
 47 help the BOCC understand the complex issues that were brought before them. Your skills as a
 48 planning professional helped them achieve a greater understanding of the matters under your
 49 jurisdiction.

50

1 During your tenure, the Orange County population grew by more than 25 percent, and your
2 professional expertise helped guide and manage this growth in a responsible manner.

3
4 You collaborated with many departments, including Transportation, Solid Waste, Economic
5 Development, DEAPR, Tax and many others, and established valuable relationships with the
6 towns and other entities within the county.

7
8 Your imprint in Orange County will remain for decades to come, as you have mentored staff and
9 provided leadership to so many. A testament to the contributions that you have made for
10 Orange County include the following:

- 11 • Water and sewer in both the Efland-Buckhorn-Mebane area and Rogers Road
- 12 area
- 13 • Improvement in coordination with N.C. Department of Transportation
- 14 • SAPFO (Schools Adequate Public Facilities Ordinance) adoption, administration,
- 15 and implementation
- 16 • Development and implementation of the Joint Hillsborough Strategic Growth Plan
- 17 • Development and Implementation of Orange County's 2008 Comprehensive Plan

18
19
20 Your fun and optimistic personality will be missed. Most of all, your ability to articulate your
21 humor in your poetry will remain unmatched.

22
23 We wish you the best in your retirement.

24
25 Sincerely,

26
27
28 Renee Price
29 Chair, Orange County Board of Commissioners

30
31
32 Craig Benedict said it has been a joy working for Orange County. He said he thinks they
33 have accomplished a lot of the goals of the Commissioners and community set over 20 years
34 ago - to preserve the quality of life in Orange County and not allow some of the explosive
35 growth like is seen in surrounding areas. He said the structure is in place to maintain that and
36 progress going forward. He said it was quite a ride and it is hard to know when to retire, but it is
37 time for the next chapter.

38 Commissioner Hamilton thanked Craig Benedict for his service to Orange County. She
39 said that when she was a new commissioner, she did not realize how much Mr. Benedict did
40 and all the areas his department touches. She congratulated him on all of the substantial work
41 he has done in Orange County.

42 Commissioner McKee thanked Craig Benedict for all of the time he spent working with
43 him to help him with planning items and said he has enjoyed working with him.

44 Commissioner Bedford thanked Craig Benedict for the guidance he has provided her on
45 the complicated work of the Planning Department and wished him well in retirement.

46 Commissioner Greene thanked Craig Benedict for his work on the Transit Plan and all of
47 his work with her as a commissioner and during her time on the Chapel Hill Town Council. She
48 wished him the best in his retirement.

49 Commissioner Fowler thanked Craig Benedict for his many years of service and for
50 orienting her as a new commissioner. She said she hopes he enjoys retirement.

1 Commissioner Richards thanked Craig Benedict for the time he has spent with her since
2 she came onto the board in the fall and said his guidance and support helped her come
3 onboard quickly. She said this is indicative of his many years of service and told him to enjoy his
4 retirement.

5 Chair Price said she has worked with Craig Benedict since she was on the Planning
6 Board and expressed thanks for his work over the twenty or so years they have worked
7 together. She wished him well in his retirement.
8

9 **b. World Water Day Proclamation**

10 The Board considered proclaiming March 22, 2022 as World Water Day in Orange County.
11

12 **BACKGROUND:** In 1992, the United Nations (UN) General Assembly adopted a resolution to
13 declare the 22nd of March each year as “World Day for Water.” In observing World Water Day,
14 governments are invited to devote the Day to the promotion of public awareness, focusing
15 attention on the importance of freshwater and the sustainable management of freshwater
16 resources.
17

18 This year, the theme for World Water Day is “Groundwater - Making the Invisible Visible.”
19 Groundwater is invisible, but its impact is visible everywhere. Groundwater may be out of sight,
20 but it must not be out of mind. The theme draws attention to the hidden water resource that has
21 always been critically important, but not fully recognized in sustainable development
22 policymaking.
23

24 This year’s campaign will explain groundwater’s vital role in water and sanitation systems,
25 agriculture, industry, ecosystems and climate change adaptation. The overarching message of
26 the campaign is that exploring, protecting and sustainably using groundwater will be central to
27 surviving and adapting to climate change and meeting the needs of a growing population (from
28 <https://www.unwater.org/world-water-day-2022-groundwater/>).
29

30 Upcoming activities related to World Water Day include the UN-Water Summit on Groundwater
31 2022 scheduled for December 7 and 8, 2022, which aims to bring attention to groundwater at
32 the highest international level. Orange County Creek Week will be held March 12-19, 2022
33 (www.orangecountync.gov/CreekWeek).
34

35 Events locally in March include:

- 36 • The Haw River Clean-up Athon to be held on Saturday, March 19, 2022;
- 37 • The Ellerbe Creek Watershed Association will lead Creek Week (March 12 through 19,
38 2022) with Clean-Up to be held on Saturdays - March 12 & 19, 2022.
39 (<https://www.ellerbecreek.org/attend-an-event.html>);
- 40 • Maude Barlow, and internationally known Canadian writer and activist, will participate in a
41 webinar on March 22, 2022 hosted by Food & Water Watch, with experts and community
42 leaders discussing how to pass the WATER Act, stop water privatization, and ensure
43 clean, affordable water for all (Register here); and
- 44 • The Women’s International League for Peace and Freedom (WILPF-Triangle) and
45 Triangle Raging Grannies will invite the public to celebrate World Water Day 2022 at a
46 "Groundwater – Making the Invisible Visible" event to be held at Northgate Park in
47 Durham on Saturday, March 26, 2022 from 1:00-4:00 pm. The event will include an
48 American Indian Water Blessing, water quality exploration, activities for children,
49 interpretive dance, a parade with Paperhand Puppets, Raging Grannies, the reading of
50 Orange County’s Proclamation, scientific explanations of groundwater, and more.
51

1 Commissioner Greene read the following proclamation:
2

3 **ORANGE COUNTY BOARD OF COMMISSIONERS**

4
5 **WORLD WATER DAY**
6 **PROCLAMATION**
7

8 **WHEREAS**, the United Nations (UN) has declared March 22nd as World Water Day and has
9 invited governments around the world to devote the Day to the promotion of public awareness of
10 the importance of water and the sustainable management of water resources; and
11

12 **WHEREAS**, the theme for World Water Day 2022 is "Groundwater - Making the Invisible
13 Visible," highlighting that Groundwater is invisible, but its impact is visible everywhere, and
14 though it may be out of sight, Groundwater must not be out of mind; and
15

16 **WHEREAS**, the intended goal of World Water Day 2022 is to acknowledge groundwater as a
17 hidden treasure that enriches our lives, that everyone needs to work together to sustainably
18 manage this precious resource, and that exploring, protecting and sustainably using
19 groundwater will be central to surviving and adapting to climate change and meeting the needs
20 of a growing population; and
21

22 **WHEREAS**, today, water around the world is under extreme threat from a growing population,
23 increasing demands of agriculture and industry, and the worsening impacts of climate change;
24 and
25

26 **WHEREAS**, according to UN estimates, 2.2 billion people around the world are living without
27 access to safe water; and
28

29 **WHEREAS**, climate change is and will continue to strain the availability, quality, and quantity of
30 water for the basic human needs of potentially billions of people; and
31

32 **WHEREAS**, the UN Sustainable Development Goals provide the clear goal of providing safe
33 water and sanitation for all people by 2030; and
34

35 **WHEREAS**, the United States uses 82.3 billion gallons per day of groundwater for public
36 supply, private supply, irrigation, livestock, manufacturing, mining, thermoelectric power, and
37 other purposes, according to the U.S. Geological Survey, and 55% of the population of North
38 Carolina depends on groundwater for drinking water; and
39

40 **WHEREAS**, water use has a direct link to overall monthly housing affordability when
41 considering that ten percent of homes have leaks that waste 90 gallons or more per day,
42 according to the U.S. Environmental Protection Agency; and
43

44 **WHEREAS**, Orange County recognizes that water and sanitation measures are key to poverty
45 reduction, economic growth, and environmental sustainability; and
46

47 **WHEREAS**, people around the world and in Orange County value water for its cultural, religious
48 and spiritual meanings; and
49

50 **WHEREAS**, Orange County serves as the headwaters for three of the major NC river systems –
51 the Cape Fear, the Neuse and the Roanoke; and

1
2 **WHEREAS**, the County contains 15 different watersheds, 10 of which are used downstream for
3 drinking water; and
4

5 **WHEREAS**, Orange County has been working for decades to monitor and preserve water
6 quality and quantity for residents through programs such as the Groundwater Observation Well
7 Network and policies such as the Critical Watershed Protection Overlay Districts; and
8

9 **WHEREAS**, dedicated community organizations such as the Triangle Women's International
10 League for Peace and Freedom understand the critical value of water and work to support water
11 preservation and protection in an effort to make water accessible to all; and
12

13 **WHEREAS**, Orange County residents are helping to protect water quality and quantity by
14 practicing and supporting responsible agricultural practices, wetland protection and restoration,
15 and innovative wastewater management and reuse programs;
16

17 **NOW, THEREFORE**, we, the Orange County Board of Commissioners, do proclaim March 22,
18 2022 as "World Water Day" in Orange County and challenge residents to celebrate the Day by
19 sharing with each other the ways in which they value water.
20

21
22 THIS THE 15TH DAY OF MARCH, 2022.
23

24
25 _____
26 Renee Price, Chair
27 Orange County Board of Commissioners
28

29 A motion was made by Commissioner Greene, seconded by Commissioner Fowler, to
30 approve the proclamation and authorize the Chair to sign the proclamation on behalf of the
31 Board.
32

33 **VOTE: UNANIMOUS**
34

35 Lynn Hutchby thanked the Board for passing the World Water Day Proclamation. She
36 said she Triangle Branch of Women's International League for Peace and Freedom has a care
37 for water as well. She said the Board's attention to one of life's necessities has made a big
38 difference. She said that what they have chosen to say that water is life. She said that in 1987
39 she was at a water pump in Togo, West Africa and a woman asked her how she gets her water.
40 She said it has become an emotional experience for her to tell this story of trying to explain a
41 faucet to someone who did not know what it was and had to walk miles every day for water. She
42 said that in response, the woman looked at her and said, "I am so sorry. That must be very
43 lonely." She said that this experience provided insight into her ignorance. She said that she
44 realized that she did not know the source of her drinking water, and that her relationship with
45 water changed after that. She said that she learned about Jordan Lake and that it takes over
46 2,000 gallons of water each minute to cool the Shearon Harris Nuclear Power Plant. She said
47 that the U.S. is the largest energy consumer. She explained that 49% percent of the water in the
48 U.S. goes to generate electricity. She said that when those facts are examined, you find that at
49 home we are more aware of the need to be water protectors. She said that she learned about
50 groundwater and appreciates that Orange County has no large streams originating in other
51 counties that flow through Orange County. She said that the county serves as the upper

1 watershed, or headwaters, for three of the major river systems. She said to the east those are
 2 New Hope Creek, Morgan Creek, Cane Creek, and Back Creek that flow into the Cape Fear
 3 River system. She said that in the North ,the Eno and Little Rivers flow into the Neuse River
 4 system. She said that in the south, Hyco and Lynch Creek flow north into the Roanoke River
 5 system. She said that there is joy to celebrate access to clean water and sanitation. She
 6 thanked the Board again for passing the resolution. She noted there will be an event at
 7 Northgate Park in Durham on March 26th for the public to attend.

8 Chair Price invited Wesley Poole to speak on upcoming events.

9 Wesley Poole, Water Resource Coordinator for Orange County, reviewed the upcoming
 10 events listed in the background information for the item. He noted that there will be a stream
 11 cleanup Friday, March 18th hosted by the Planning and Inspections Department and the
 12 Department of Environment, Agriculture, Parks and Recreation.

13 14 **c. Resolution in Support of Ukraine**

15 The Board considered approving a Resolution expressing support for Ukraine.

16
17 **BACKGROUND:** On February 24, 2022, Russia invaded the country of Ukraine. This invasion
 18 has received significant response from across the globe, with many countries taking political,
 19 financial and other actions to express support for Ukraine, as well as voicing opposition to
 20 Russia's military invasion and its threat to the people of Ukraine, the remainder of Europe, and
 21 the world in total.

22
23 On March 8, 2022, the Carrboro Town Council adopted a resolution in support of Ukraine. The
 24 attached draft resolution provides a similar opportunity for the Orange County Board of
 25 Commissioners to express its support for Ukraine.

26
27 Chair Price reviewed the background information for the item. She asked if any
 28 Commissioners had comments or changes.

29 Chair Price asked if the resolution needed to be read into the record.

30 Laura Jensen answered yes.

31
32 Commissioner Fowler read the following resolution:

33 34 **ORANGE COUNTY BOARD OF COMMISSIONERS**

35 36 **RESOLUTION IN SOLIDARITY WITH UKRAINE IN OPPOSITION TO THE RUSSIAN** 37 **INVASION, ASSAULT AND ATROCITIES AGAINST THE UKRAINIAN PEOPLE**

38
39 WHEREAS, Orange County is a peace-loving community that advocates human rights and the
 40 well-being of all people; and

41
42 WHEREAS, the people of Orange County oppose tyranny, unprovoked aggression and war;
 43 and

44
45 WHEREAS, North Carolina Governor Roy Cooper issued Executive Order No. 251 condemning
 46 and responding to Russia's invasion of Ukraine; and

47
48 WHEREAS, Orange County stands in solidarity with Ukrainian sovereignty and her territorial
 49 integrity as an independent and democratic Ukraine, and with the Ukrainian people as they
 50 resist Russian aggression, military invasion and the threat to their existence; and
 51

1 WHEREAS, Orange County supports an immediate ceasefire, sincere negotiations, a
 2 humanitarian corridor for Ukrainians seeking safe passage, and the delivery of humanitarian aid
 3 to those in peril and to war refugees; and
 4

5 WHEREAS, on February 17, 2022, United States Senators Rob Portman (R-OH) and Jeanne
 6 Shaheen (D-NH) led a bipartisan group of senators in adopting a bipartisan resolution
 7 cosponsored by Senator Richard Burr of North Carolina, in support of Ukraine amid increased
 8 Russian aggression; and
 9

10 NOW, THEREFORE, BE IT RESOLVED that, the Orange County Board of Commissioners:
 11 (1) commends the courage, resolve, and restraint shown by the Ukrainian people in their pursuit
 12 of sovereignty and democracy, and pays tribute to the many people who gave their lives in
 13 pursuit of a free and democratic Ukraine;
 14 (2) reaffirms unwavering support for a secure, democratic, and independent Ukraine, free to
 15 choose its own leaders and future;
 16 (3) condemns the illegal military invasion of Ukraine and annexation of Crimea by the Russian
 17 Federation in 2014, and the violence fomented by Russian proxies in eastern Ukraine, two
 18 active conflicts that continue in 2022; and
 19

20 BE IT FURTHER RESOLVED, that the Orange County Board of Commissioners encourages
 21 residents to advocate for humanitarian aid, ensure safe passage and haven for refugees, and
 22 provide support for the Ukrainian people and organizations, such as these:
 23

- 24 ○ NGO that arranges life-saving equipment for Ukrainian soldiers:
 25 <https://savelife.in.ua/en/donate>
- 26 ○ Hospitalers working at the frontline:
 27 <https://www.facebook.com/hospitalers/posts/2953630548255167>
- 28 ○ Ukrainian Women's Veteran Movement:
 29 https://www.uwvm.org.ua/?page_id=3437&lang=en
- 30 ○ NGO that assists internal refugees: <https://unitedhelpukraine.org/>
- 31 ○ NGO that assists internal refugees, especially from Crimea:
 32 [https://www.peaceinsight.org/en/organisations/crimea-](https://www.peaceinsight.org/en/organisations/crimea-sos/?location=ukraine&theme)
 33 [sos/?location=ukraine&theme](https://www.peaceinsight.org/en/organisations/crimea-sos/?location=ukraine&theme)
- 34 ○ NGO that aids traumatized children: <https://voices.org.ua/en/>
- 35 ○ A foundation that assists healthcare and education in eastern Ukraine:
 36 <https://razomforukraine.org/projects/zhadan/>
- 37 ○ Libereco Partnership for Human Rights that provides evacuation and medical
 38 assistance: <https://www.lphr.org/en/humanitaere-hilfe-ukraine/>
- 39 ○ Caritas is a foundation that offers humanitarian assistance:
 40 <https://www.caritas.org/ukraine-appeal-22/>
- 41 ○ Malteser International provides evacuation assistance: [https://www.malteser-](https://www.malteser-international.org/en/donation.html?amount=100&interval=0&fb_item_id=24633)
 42 [international.org/en/donation.html?amount=100&interval=0&fb_item_id=24633](https://www.malteser-international.org/en/donation.html?amount=100&interval=0&fb_item_id=24633)
- 43 ○ To fund protective and other defensive gear for the Ukrainian army:
 44 <https://savelife.in.ua/en/donate/>
 45

46 BE IT FURTHER RESOLVED, that the Orange County Board of Commissioners asks the Clerk
 47 to the Board to share copies of this resolution with the mayors of the towns of Carrboro, Chapel
 48 Hill, and Hillsborough.
 49

50 This the 15th day of March, 2022.
 51

Renee A. Price, Chair
Orange County Board of
Commissioners

A motion was made by Commissioner Fowler, seconded by Commissioner Bedford, to approve the resolution, and authorize the Chair to sign the resolution on behalf of the Board.

VOTE: UNANIMOUS

5. Public Hearings

None

6. Regular Agenda

a. 203 South Greensboro – Consideration of Guaranteed Maximum Price (GMP)

The Board considered approving next steps for the 203 South Greensboro project with the final Guaranteed Maximum Price (GMP) of \$34,692,067 and a total project for construction and a total project budget of \$41,174,840. The County's share of the total project cost is \$22,218,882.

BACKGROUND: The 203 Project is a joint venture between the Town of Carrboro and Orange County. The scope for the project includes the construction of a new Orange County library branch as well as permanent facilities for the Skill Development Center. The Town of Carrboro's portion of the project includes meeting spaces, a small theater, and offices. The proposed site of the development is located on an existing Carrboro municipal parking lot near the center of the town.

This project is being executed through a Construction Manager at Risk (CMAR) project delivery method. This delivery method requires the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The project architect for the project is Perkins & Will, and the Construction Manager is Barnhill Contracting Company.

Bidding for the GMP began on January 17, 2022, and concluded on February 16, 2022. A preliminary GMP and associated budget implications were presented to the BOCC at the March 1, 2022 Business meeting. The County received the final GMP on March 8, 2022. The final GMP did not change from the GMP presented at the Board's March 1, 2022 Business meeting. The final GMP for construction remains \$34,692,067. The total project budget including design fees, furniture, fixtures, and equipment and a five percent (5%) owner's contingency brings the total project budget to \$41,174,840. Based on the County's dedicated space in the building, associated parking, and the County's share of common areas, the County's total project cost is \$22,218,882 as shown in the following table:

	Town	Orange County	Total
A. Construction			
Total Construction & CMAR	\$15,490,004.00	\$19,202,063.00	\$34,692,067.00
B. Design			
Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44.52/55.48)	\$752,074.13	\$937,220.87	\$1,689,295.00
Supp. Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44.52/55.48)	\$252,784.56	\$315,015.44	\$567,800.00
	\$1,004,858.69	\$1,252,236.31	\$2,257,095.00
C. FFE & Contingency			
Furniture , Fixtures and Equipment (FF&E)	\$1,688,850.00	\$802,225.00	\$2,491,075.00
Owner's Contingency (5%) @ Ratio of CBO/OC 44.52/55.48	\$772,245.00	\$962,358.00	\$1,734,603.00
Subtotal FFE&Contingency	\$2,461,095.00	\$1,764,583.00	\$4,225,678.00
TOTAL Project Budget	\$18,955,957.69	\$22,218,882.31	\$41,174,840.00

1
2
3 Orange County's share of the project construction budget overrun is approximately **\$4,968,033**.
4 The Owner's Contingency, based upon a 5% of the GMP, rose from \$530,050 to \$962,358, an
5 additional **\$432,300**. The total project budget impact is an increase of **\$5,400,333**. Additional
6 operating costs for the new Library are currently estimated to be **\$537,670** in the first full year of
7 operation.
8

9 **Additional Options for Consideration**

10 On March 1, staff presented an option to shell in the County's portion of the facility. That option
11 would produce approximately \$1.6 million in total savings but would result in unusable
12 programming spaces until additional funding is allocated to finish the space. Based on the
13 Board's discussion, staff discussed two additional options to reduce the scope of the project and
14 decrease the required budget.
15

16 **Option 1: Delete the Orange County Skills Development Center from the project with** 17 **minimal redesign.** 18

19 This option would entail the removal of one level from the building and one level of the parking
20 deck. This option keeps the current design mostly intact. The estimated time for redesign is
21 five months plus an additional two months for re-permitting and bidding. The minimal redesign
22 option would cost approximately \$605,000 in architectural fees. The Construction Manager
23 estimates a construction cost savings of approximately \$3,765,000.

1
2 **Option 2: Delete the Orange County Skills Development Center from the project with a**
3 **more comprehensive redesign.**
4

5 This option would take the design back to a conceptual phase but could result in greater cost
6 savings due to the opportunity to utilize a pre-cast parking deck. Additional public hearings and
7 design approvals would be required. The time for redesign with associated approvals is
8 estimated to be fourteen months plus an additional three months for permitting and bidding.
9 Design and preconstruction costs would be applicable. The more extensive redesign would cost
10 approximately \$1,539,000. The Construction Manager estimates a construction cost savings of
11 approximately \$4,158,500.
12

13 Based on an analysis of the construction market by Barnhill, construction costs are not
14 expected to decline over the foreseeable future. Escalation of material and labor costs is
15 expected to continue nationally due to supply and demand. Other large construction projects in
16 central North Carolina are currently being developed and subsequently the project may
17 experience less interest and less competitive pricing if the project is re-bid at a future date.
18
19

20 Travis Myren reviewed the background information for the item and gave the following
21 PowerPoint presentation:
22
23

Slide #1



24
25
26

1 Slide #2

Guaranteed Maximum Price

- No change from March 1 report

Final Guaranteed Maximum Price – March 10, 2022

	Town	Orange County	Total
A. Construction			
Total Construction & CMAR	\$15,490,004.00	\$19,202,063.00	\$34,692,067.00
B. Design			
Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44/56)	\$752,074.00	\$937,220.00	
Supp. Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44/56)	\$252,785.00	\$315,015.00	
	\$1,004,859.00	\$1,252,235.00	\$2,257,095.00
C. FFE & Contingency			
Furniture, Fixtures and Equipment (FF&E)	\$1,688,850.00	\$802,225.00	
Owner's Contingency (5%) @ Ratio of CBO/OC 44/56	\$772,245.00	\$962,358.00	
Subtotal FFE&Contingency	\$2,461,095.00	\$1,764,583.00	\$4,225,678.00
TOTAL Project Budget	\$18,955,958.00	\$22,218,881.00	\$41,174,840.00

Orange County Percentage of Shared Costs 54%
 Carrboro Percentage of Shared Costs 46%



2
3
4 Travis Myren noted that the Guaranteed Maximum Price (GMP) has not changed since the Board received a presentation from Steve Arndt, Asset Management Services Director, on March 1, 2022.

5
6 He said the development agreement guides how common area expenses (shared costs) are split between the County and the Town of Carrboro.

7
8
9 Slide #3

Financial Impact of GMP

County Financial Impact

	Current Budget	GMP	Total
A. Construction			
Total Construction & CMAR	\$14,234,030	\$19,202,063	\$4,968,033
B. Design			
Architectural Fees	\$937,220	\$937,220	
Supp. Architectural Fees	\$315,015	\$315,015	
	\$1,252,235	\$1,252,235	
C. FFE & Contingency			
Furniture, Fixtures and Equipment (FF&E)	\$802,225	\$802,225	
Owner's Contingency (5%)	\$530,058	\$962,358	
Subtotal FFE&Contingency	\$1,332,283	\$1,764,583	\$432,300
TOTAL Project Budget	\$16,818,548	\$22,218,881	\$5,400,333

Additional \$5.4 million required to proceed with current scope



10

1 Travis Myren reminded the Board that they approved the current budget for the project in
 2 March of 2021. He noted that the GMP has exceeded the allocated budget, so the Board would
 3 need to approve an increased budget to move forward with the current plan for the project.

4
 5 Slide #4

Debt Metrics

– Additional Principle and Interest Payments - \$8.2 million over 20 year term

Debt Service to General Fund Revenue Policy

Year	Current Budget	Add \$5.4 million	Difference
2023	15.17%	15.24%	0.07%
2024	15.06%	15.26%	0.20%
2025	14.62%	14.81%	0.19%
2026	13.91%	14.09%	0.18%
2027	14.01%	14.18%	0.17%

Tax Rate Equivalent Analysis

Year	Current Budget	Add \$5.4 million	Difference
2023	0.26¢	0.35¢	0.08¢
2024	0.35¢	0.50¢	0.15¢
2025	0.00¢	0.00¢	0.00¢
2026	0.00¢	0.00¢	0.00¢
2027	0.00¢	0.00¢	0.00¢



6
 7
 8 Slide #5

Scope Reduction

- Option 1 - Delete the Orange County Skills Development Center from the project with minimal redesign
 - Time for redesign is seven (7) months to permitting and bidding
 - Redesign cost approximately \$605,000 in architectural fees

- Option 2: Delete the Orange County Skills Development Center from the project with a more comprehensive redesign
 - Opportunity to utilize a pre-cast parking deck
 - Time for redesign seventeen (17) months to permitting and bidding
 - Redesign would cost approximately \$1,539,000.

- Removes 12,600 square feet of program space and 45 parking spaces

- The Construction Manager estimates a construction cost savings of approximately \$3,765,000



9

1 Travis Myren said that realistically, they are left with the reduction of scope to reduce
 2 prices of construction.

3
 4 Slide #6

Scope Reduction – Impact on Shared Costs

- Current structure of Development Agreement = Shared costs allocated by percentage of square feet occupied
 - Sitework
 - Common areas in building
 - Shared parking (36 spaces)
- Orange County Percentage
 - Decreases from 54% to 39%
- Carrboro's Percentage
 - Increases from 46% to 61%
- Implications for Development Agreement



5
 6
 7
 8 Slide #7

Scope Reduction – Financial Impact

Financial Impact of Cost Share Changes

	Town	Orange County Revised Scope	Total
A. Construction			
Total Construction & CMAR	\$18,849,623	\$11,996,171	\$30,845,794
B. Design - Current Percentages + County Assumes \$605,000 Design Costs			
Architectural Fees (Ratio of CBO/OC Sq. Ft. = 63/37)	\$752,074	\$937,220	
Supp. Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44/56)	\$252,785	\$920,015	
	\$1,004,859	\$1,857,235	\$2,862,094
C. FFE & Contingency			
Furniture, Fixtures and Equipment (FF&E)	\$1,688,850	\$802,225	
Owner's Contingency (5% @ Ratio of CBO/OC 63/37)	\$942,481	\$399,809	
Subtotal FFE&Contingency	\$2,631,331	\$1,402,034	\$4,033,365
TOTAL Project Budget	\$22,485,813	\$15,255,440	\$37,741,253
County Final GMP Budget	\$22,218,881		
County Scope Reduction	\$15,255,440		
Total Savings from GMP Budget	\$6,963,441		



9
 10

1 Slide #8

Scope Reduction – Budget Impact

Budget Impact of Scope Reduction

Current Budgeted Amount	\$16,818,548
Scope Reduction Budget	\$15,103,215
Difference	-\$1,715,333

- County would have sufficient budget to proceed with no budget adjustment
- Based on current structure of the current Development Agreement



2
3
4
5
6
7
Travis Myren said that these changes would be a cost savings of about \$7 million dollars for the county. He said this would be less than the current budget and would not need a budget amendment. He said that there would be a necessity to revisit the development agreement.

7 Slide #9

Next Steps

- Manager's Recommendation
 - Review and consider the 203 Project Guaranteed Maximum Price (GMP)
- Questions and Discussion



8
9
10
Commissioner Greene asked what the percentage increase is needed to match the budget with the GMP.

1 Bonnie Hammersley said it is a 24% increase from the current budget.

2 Commissioner Fowler asked if the first option Travis Myren proposed eliminated both the
3 Skills Development Center and parking.

4 Travis Myren said that option eliminated both. He said that the difference is whether
5 there is a cast in place parking deck or a pre-cast parking deck.

6 Commissioner Fowler clarified that removing the Skills Development Center would allow
7 for a pre-cast parking deck.

8 Travis Myren said yes, because the deck would be able to be separated from the actual
9 building at that point.

10 Commissioner Fowler clarified that this choice would require an additional 17 months.

11 Travis Myren said yes.

12 Commissioner Fowler said to move forward with this change and see savings, Carrboro
13 would also have to agree to paying a higher percentage of the shared costs. She asked if Staff
14 has an idea of Carrboro's willingness to agree to this change.

15 Travis Myren said the Carrboro Town Manager had proposed freezing Carrboro's
16 amount of construction, but the Town Council has not weighed in on that.

17 Commissioner Fowler clarified that if that happened, the County would not be saving as
18 much money.

19 Travis Myren said that is correct, and the county would still have to add about \$2.2
20 million.

21 Commissioner Fowler clarified that would be a savings of \$4.5 million total.

22 Travis Myren said yes.

23 Commissioner McKee asked if the GMP is an absolute price.

24 Travis Myren said yes, unless the owner (the county) asked for a change, or there was
25 an act of God that required additional construction costs.

26 Commissioner McKee asked what happens if the contractor says they have to have
27 more money or they will go bankrupt.

28 John Roberts said the construction contract will have bond provisions and insurance
29 provisions that will cover those circumstances. He said this scenario is unlikely.

30 Commissioner McKee said that as of March of 2021 they were in for 16 million and that
31 what they are debating tonight is the increase in the project costs.

32 Travis Myren said that is correct.

33 Commissioner McKee asked if there was a reason the project was not started in April
34 2021.

35 Travis Myren said there was no GMP at that point, and it took this long to receive it.

36 Commissioner McKee said the Board approved a budget at that time.

37 Travis Myren said yes, the Board approved a budget of \$16.8 million at that time, and
38 now an increase is needed to move the project forward.

39 Commissioner McKee said he understands there was no GMP in April 2021 and asked if
40 the project could have moved forward without that.

41 Travis Myren said if the GMP was set at that time at \$16.8 million, construction could
42 have started then.

43 Commissioner McKee said he would have liked to see the project built on land outside of
44 Carrboro, but there was opposition because it was not in town. He said there will still be
45 thousands of people in rural Orange County that will have to access the library by car. He
46 indicated he is not sure if he will vote yes on this tonight because there is a lot about the project
47 he does not like. However, he said he does like the educational component of the library.

48 Chair Price noted that the Skills Development Center will still need to have rental space
49 if not included in the project. She asked about the total savings to the county in light of this.

50 Travis Myren said the 20-year rent cost is \$4.6 million and tonight the Board would have
51 to approve \$5.4 million increase for the project to move forward as is.

1 Chair Price asked if the county is saving any money in the long run.

2 Travis Myren said over the 20-year period there would be a savings.

3 Commissioner Richards asked what capital projects would be impacted in the 1–5-year
4 period if the Board did not want to raise taxes at all.

5 Travis Myren said he would follow up with information on that.

6 Commissioner Richards asked if there are projects in years 1-5 in the CIP that could be
7 pushed back or eliminated.

8 Travis Myren said he cannot think of any discretionary projects.

9 Bonnie Hammersley said the CIP was scrubbed for the Durham Tech facility, which was
10 not approved, so all of the remaining projects are needed. She said that all of the parks and
11 other discretionary projects were moved out to years 6-10.

12 Commissioner Fowler said to get the CIP back under, the Board took money from lands
13 legacy, so there is not anything left to move.

14 Commissioner McKee asked if there is \$4 million in capital reserve that could be used.

15 Bonnie Hammersley said yes. She said that staff is discussing anticipation of inflation
16 increasing in 2023 and using the reserve to address price spikes for other projects.

17 Chair Price asked Bonnie Hammersley if she has heard from President Buxton regarding
18 Durham Tech.

19 Travis Myren said he did. He said that Durham Tech is planning to resubmit a proposal
20 for an expansion to the current facility, rather than a separate facility as proposed previously.

21 Chair Price indicated that Durham Tech is now considering a renovation and expansion
22 of their current facility rather than a separate building because Durham is putting a bond
23 referendum on the ballot to cover a new facility in Durham, which would eliminate the need for a
24 similar building in Orange County. She said the money the county has been trying to find for a
25 second building would be much less if it were just a renovation and expansion.

26 Commissioner Fowler asked if moving forward with the project would be a guaranteed
27 tax increase.

28 Travis Myren said with the current budget approved in April 2021, there was a need to
29 raise taxes, so there will need to be an additional tax increase if the increased project budget is
30 approved.

31 Commissioner Fowler asked if that means in the next year that would be a fifty-cent tax
32 increase.

33 Travis Myren said it is a .15 increase.

34 Chair Price asked if they could use some of the Durham Tech money to cover this.

35 Travis Myren said those funds are budgeted too far out in the CIP for current use.

36

37 Chair Price invited public commenters to speak.

38

39 Nerys Levy indicated she is representing the Friends of Carrboro Library. She said that
40 34 years ago the Friends began their quest for a public library in southern Orange County. She
41 said that in 1995 the Carrboro library was established in the McDougal Schools and that in
42 2004, the Carrboro Cybrary was established. She said there have been three library task force
43 to examine the state of the county's libraries. She said prior to library opening in Hillsborough,
44 Orange County was 76th in the state for library provision. She said that with the approval of the
45 library in Hillsborough, Orange County's rank moved to 50th and has remained. She said that
46 Wake County has 22 libraries and Durham County has 12. She said that the Town of Carrboro
47 will provide land for the library and that is now valued at 1.4 million. She said that libraries
48 promote community and equity. She said that the 203 project is close to Orange Literacy and El
49 Centro Hispano. She said that in 2021, the county closed the McDougal school's library. She
50 said all that remains to serve Carrboro and southwest Orange County is the Cybrary. She said
51 that any redesign will cause delay and higher cost to the project. She said that it would deny

1 another generation of students that live in low-income housing in Carrboro access to a library.
2 She said that there is no off ramp for this project. She said that the library is the highest benefit
3 to its people. She urged the commissioners to vote to approve the GMP.

4 Lydia Lavelle addressed the Board. She asked the Board to please stay with this project
5 as partners with Carrboro. She said that none of us could have anticipated the financial cost
6 related to COVID 19 and supply chain issues. She said that many boards in the past have also
7 worked on this project. She said that this project is so important to the Town of Carrboro that it
8 is offering almost as much money as the county and is donating land. She said that construction
9 costs are not expected to decline soon, so redesign would ultimately cost more money. She
10 said that the federal ARPA and CARES money has allowed the County to give money to other
11 county departments and those departmental unused general funds could be allocated for the
12 project. She said if the Board were to pull from the project, she fears it will never be funded. She
13 said they have been able to fund the Orange County Detention Center and the Durham Tech
14 building. She said that it is sited where it is to be near so many services and public transit. She
15 said the parking deck will allow for more economic impact. She urged the commissioners to stay
16 the course and approve the project.

17 Kathy Kaufman said she has been a rural southwest Orange County resident since
18 1995. She said the Board should lock in the GMP for the 203 project. She said a library
19 downtown would have been immeasurable for her own children during their school years. She
20 said there are many students in Carrboro who cannot access the Chapel Hill library but would
21 benefit from the 203 Project. She said that the other organizations housed in the building will be
22 beneficial to the economy. She said that this project is 30 years in the making and should not be
23 delayed. She said that a delay will be less project for more cost. She said that the investment
24 will pay back into the future.

25 Cameron Binkie thanked the Board for their attention. He said he is a resident of
26 Carrboro and asks the Board to move forward with the library project. He said the Board has the
27 challenge to decide what they will allocate money to. He said everyone can benefit from a
28 library and is free to everyone in the community regardless of background. He said that a library
29 will bring more people downtown.

30 Ree Ree Wei said she is the executive director of a nonprofit called Transplanting
31 Traditions Community Farm. She said she is from Chapel Hill. She said her community is
32 dependent on the library in many ways and serves as a community space. She said that the
33 Carrboro (CH) Public Library was the first library she attended that had books in her language.
34 She said the library was a space for her to learn and expand her knowledge. She said the
35 location of the library will be accessible for her community members.

36 Tom McQuiston said 15 years ago, his son died of a drug overdose while he was a
37 student at East Chapel Hill High School when he was 18 years old. He said that they took their
38 grief and made the Reintegration Support Network and a Youth Center. He said the youth
39 center that is proposed to be part of this project is the result of some of this work. He said that
40 Bob Seymour fought for the Senior Center and now it is an important symbol of the type of
41 Community here in Orange County. He said that there was a report from the US Surgeon
42 General that there is an unprecedented need for mental health support in teens right now. He
43 encouraged the Board to do whatever necessary to move forward with the 203 Project with a
44 youth center there.

45
46 Commissioner Fowler asked if the Board goes forward with the current increased price,
47 how that will impact the timeline to fund capital needs of schools and the Crisis Diversion
48 Facility.

49 Travis Myren said the CIP that is being worked on now, includes additional funds for
50 school repairs and there will be capacity for a \$120 million bond in 2027. He said the Crisis

1 Diversion Facility is an unknown and not currently in the CIP. He said the county also needs to
2 reckon with the replacement of the recreation center that also is not in the CIP.

3 Commissioner Fowler asked if that is repairs for the recreation center.

4 Travis Myren said the needs are not known right now, but significant work will be needed
5 in the next 10 years.

6 Commissioner Fowler asked for additional info on \$4 million capital reserve.

7 Travis Myren said there was a fiscal year end surplus last year and the Board approved
8 allocating some of it for capital reserve, as well as some for COVID-related expenditures that
9 may not be reimbursed by FEMA. He said the Board could allocate the money to this project
10 through a budget amendment and finance the remainder.

11 Commissioner Fowler asked if taxes still have to be raised even if the capital reserve
12 money is used.

13 Travis Myren said taxes are already increasing for the current project budget, and if the
14 \$4 million in capital reserve is used, less money would be needed, and thus less of an
15 additional tax raise. He clarified that taxes would still have to be raised by some amount
16 regardless.

17 Commissioner Fowler asked if that means other projects would not be addressed until
18 after 2027 or beyond.

19 Travis Myren said yes, if the Board wants to maintain the tax rate.

20 Commissioner McKee asked if there is an option to get out of the Skills Development
21 Center lease and what the cost would be.

22 Travis Myren said the first term is up either this year or next year.

23 Commissioner McKee clarified that if the county did not extend the lease, then there
24 would be no cost.

25 Travis Myren said correct. He said he ran the numbers, and over a 20-year term, the
26 cost would be \$6.4 million in Skills Development Center rent at Europa Center, compared to the
27 principle interest of \$8.2 million.

28 Commissioner McKee asked how many years the terms of the lease are.

29 Travis Myren said he is not sure.

30 Commissioner McKee said his concern is that the project will not be ready before the
31 county would have to renew for a new lease term.

32 Travis Myren said the county can negotiate an extension based on the progress of the
33 project.

34 Commissioner McKee clarified and said that the Board is not locked into renewing for 5
35 or 10 years and that the Board could negotiate different terms.

36 Travis Myren said that yes those are voluntary.

37 Commissioner McKee said the Board gives around \$568,000 a year to the Chapel Hill
38 Library and asked how the Library Task Force is going. He asked about where those
39 discussions are now.

40 Travis Myren said the first meeting has taken place and the next one is scheduled for
41 April.

42 Commissioner McKee clarification that there will be ongoing expenses to the library of
43 half a million dollars, in addition to the cost of construction, for staffing and maintenance of the
44 library. He said this could open a conversation on renegotiating the amount given to Chapel Hill
45 Library. He said that he wants to mention again that this is an ongoing expense outside of
46 construction.

47 Commissioner Bedford said she looked at the CIP to try to find projects, but there is not
48 flexibility in it without additional debt capacity. She asked what the current cost is per parking
49 spot.

50 Travis Myren said \$48,000 per spot.

1 Commissioner Bedford said she supported the parking deck a year ago when it was not
2 this much. She recalled that Commissioner Fowler tried to get the Board to decrease parking at
3 that point and she wishes she had listened. She said she cannot justify \$48,000 per parking
4 spot when there are so many other critical county needs, including supporting RENA and
5 affordable housing. She noted that every year since she has been a commissioner, the Orange
6 County Partnership to End Homelessness asks the Board for less than \$2 million to address
7 community needs, and additional money has not been budgeted. She said that they were able
8 to receive COVID federal funds and those were used to start the street outreach team. She said
9 that team has been very successful but that because the federal funds were a one-time
10 allocation, those positions will expire on June 30th. She said that when they go over in Capital
11 and don't raise taxes, the debt services have to be reduced at operating. She said that at the
12 county level, the Link Building was condemned because of mold and still needs to be taken
13 down. She noted that CARES money has all be spent and ARPA money will be used for
14 broadband. She said that the behavioral health crisis center needs the service now. She said
15 there is \$50,000 for sustainability projects in the capital budget – but for climate that is not very
16 much. She said the money that is already spent is sunk costs and that is not how to make a
17 decision going forward. She said she does not see the capital reserve covering the costs. She
18 said that she does not see the parking spots rising to the need to spend \$48,000 per spot. She
19 said this is a wonderful project, but the county has greater needs. She said they did not give
20 employees raises two years ago. She said that they did not do a raise in the per-pupil spending.
21 She said that the children have gorgeous libraries at school, so they do have those books to
22 take home during the day. She said she won't be supporting this project at this point but thinks
23 the county can still work with Carrboro to get additional library services there. She said she
24 does not believe the building is doable at this point.

25 Commissioner Hamilton said it is hard being a commissioner and to weigh all of the
26 needs of the county. She said she thinks about those who are most vulnerable in the county,
27 and there are a lot of residents who fit that. She said she has been passionate about the capital
28 needs of schools, and there are old schools that are not safe anymore—it is more than just
29 school repairs. She said the schools that have the open campuses, like Estes Hills, were once
30 wonderful, but now are no longer safe. She said it would take millions of dollars to address
31 these issues. She said children are on the list of the most vulnerable. She said that if the school
32 environment that helps them learn then that impact will roll on for years. She said that the
33 community has failed many children because they have not addressed the capital needs. She
34 said now that schools are not expanding, it is the time for the community to commit to spending
35 money on decent schools. She said that cannot be done without millions of dollars and making
36 tough choices. She said another important potential project is the Crisis Diversion Facility for
37 residents who are experiencing mental health crises. She said this will keep people out of jail
38 and it will keep those who are suicidal out of emergency rooms. She said this is a need that the
39 county does not have in the CIP and will be millions of dollars. She said that they need to make
40 hard choices. She mentioned the current events in Ukraine and the unknowns. She asked how
41 that will impact the future and citizens will have the ability to pay for taxes if the county needs to
42 raise the. She said that as an economist, one of the first things they teach them is about sunk
43 costs. She said in behavioral economics there is discussion on how people want to continue to
44 follow through on projects because of the invested time, money, and energy without regard to
45 whether the current costs outweigh the current benefits. She said she is looking at now and the
46 economic environment going forward to determine where the dollars are going to be best spent.
47 She said that she feels it would be spending for the most vulnerable and that she does not feel
48 that the library is in that category. She said the uncertainty in inflation and higher costs also
49 makes this project hard to do.

50 Commissioner Greene noted that Carrboro is discussing this matter tonight as well. She
51 said that before the meeting she learned from the mayor that there will be six votes for the

1 project to continue and one vote against it, with the one against being the same person that has
2 historically voted against it. She said that Carrboro is the county's partner and has been from
3 the beginning. She said there is such thing as good faith and reliance on a partner. She said
4 this is a joint project that has been looked at favorably from previous commissioners. She said
5 there has been a lot of time, energy, money, effort that has gone into this project so far for so
6 many good reasons. She said that if they turn their backs on the project, they would be failing
7 so many. She said that from a preservation perspective, there is the concept of embodied
8 energy. She said that is when you do not want to tear down and old building because of all of
9 the energy already spend building it. She said that while there is not a building at the project yet
10 but plenty of energy and money that has gone into it. She said if it were not for the cost
11 increase, the Board would be moving ahead and would already be spending \$16.8 million for
12 this project. She argued that an increase of \$5.4 million is not the whole cost of the library. She
13 said the commissioners will not all agree with where the money should go if not toward this
14 project. She said that a public library is as important as schools and a behavioral health center.
15 She said that because the Board believes in investing in early childhood. She said all speakers
16 have told the commissioners of all the other benefits—social safety net benefits—that the
17 county is charged with providing, that will be brought to the community with the approval of the
18 library. She said that providing a place to gather for the youth will prevent them from future
19 needs of behavioral health or crisis intervention. She said this will not be just a resource for the
20 middle class in Carrboro to use. She said there are over 20,000 people in Carrboro that are not
21 being served by a library. She said they have funded the Family Success Alliance because they
22 invest in early childhood and families. She said she cannot advocate for this project strongly
23 enough. She said she would propose allocating \$3 million in capital reserve fund to this project
24 and finance the rest. She said this is not a project the county should turn its back on and if that
25 happens, it is bad business for partnership with Carrboro or any other municipality. She said
26 that in regard to the Chapel Hill library, ever sense the project of the southwestern project came
27 up, that over time it would make sense for the county's contribution to go down over time. She
28 noted that libraries also provide internet access for people who do not have it another way. She
29 said many people do not have internet access and there should be public access to computers
30 in this part of town. She said she is passionately in favor of moving forward with this project.

31 Chair Price said Commissioner Greene said many of the things she was going to say.
32 She said a library is more of a place of books—it is a resource; it is for adults and people who
33 don't have resources at home in addition to children. She said it is important for students to
34 gather and study together. She said that schools close and people need a place to go in
35 evenings and weekends. She said libraries were important to the Civil Rights Movement in the
36 south. She said it is a place where differences can be equalized, because it is a place of coming
37 together. She said libraries provide a venue for tutoring and other support services. She said
38 that the Crisis Diversion Center is currently a concept and there is no guarantee that will be built
39 anytime soon, just because this library is not built. She said the people in Northside, Southwest,
40 the rural area, the refugee communities will be able to access the library and facilities. She said
41 this collaboration with Carrboro speaks to One Orange—human development in addition to
42 community development. She said that \$5 million is a lot of money but would hate to see it go
43 by the wayside after all of the effort put into it. She said that she is in 100% support of this
44 project.

45 Commissioner McKee asked if there are plans to guarantee parking spaces remain
46 available for library patrons.

47 Bonnie Hammersley said there will be signage with time limits but there is not a way to
48 enforce.

49 Commissioner McKee said the motion in March of 2021 included reduction of
50 construction contingencies and window glazing to 36%, removal of the justice center and a
51 generator and to delay conservation easements. He asked if these have been incorporated.

1 Travis Myren said yes.

2 Commissioner McKee said he doesn't like the location of the project but can overlook
3 that. He said he is supportive of the building but is not supportive of shelling out and scope
4 reductions. He said at this point the Board should approve it or walk away from it, and he does
5 not want the latter. He said the library is a component of education. He said that he does not
6 buy the economic development or the cost per person arguments, or that the county is required
7 to build libraries. He said it has been looked at long enough and it is not going to get any
8 cheaper. He said that they need to move forward with it.

9
10 A motion was made by Commissioner Greene, seconded by Commissioner McKee, to
11 proceed with the project as proposed using \$3 million cash and that the other \$1 million be
12 financed.

13 Commissioner Bedford asked if the \$3 million available or if it will have to be financed.

14 Bonnie Hammersley said it is available in the reserve.

15 Commissioner Richards asked if that happens, what impact would that have to the tax
16 increase.

17 Bonnie Hammersley said there is some increase needed for what is already approved.
18 She said that the additional proposed increase would decrease additional increase by more
19 than half. She said that using the cash would make the increase minuscule.

20 Commissioner Fowler noted it would also reduce planned increases in future years. She
21 said this has been a difficult decision because everything about it sounds great except for price
22 of parking. She said that the GMP is not guaranteed from her experience with previous projects.

23 Bonnie Hammersley said she has dealt with GMPs before and from the county side
24 there will be no increase to cost.

25 Commissioner Fowler said her past experience with the school board they were very
26 good at finding Acts of God to increase the GMP. She said that everything about the project
27 feels useful, but school needs are not imagined and are the county's obligation. She said she
28 agrees with the statements made by colleagues about who will be served by library.

29 Chair Price said some of the parking will be used for the Town of Carrboro.

30 Commissioner Greene said the Board has the Manager's word that the GMP will be
31 what the GMP is, and this board is a different board.

32 Commissioner Bedford said with this project, more affordable housing, especially PSH
33 gap will not be met.

34 Chair Price said there are many needs and there is not guarantee which projects will be
35 affordable or not.

36 Commissioner Greene said she has worked as hard on ending homelessness as anyone
37 has, but there are other sources for money for housing. She said it feels wrong to pit that need
38 against the library. She said that not moving forward seems like a colossal breach of faith.

39

40 **VOTE: UNANIMOUS**

41 **Ayes (Commissioners Richards, Fowler, Greene, Price, and McKee)**

42 **Nays (Commissioners Bedford and Hamilton)**

43

44 *Commissioner McKee left the meeting at 9:06 pm.*

45

46 **b. Recommendations for Employee Health Insurance and Dental Insurance**

47 The Board considered approving the Manager's recommendations regarding employee health
48 and dental insurance effective July 1, 2022 through June 30, 2023.

49

50 **BACKGROUND:** The County provides employees with a comprehensive benefits plan that
51 includes participation in robust health and dental insurance plans for employees and their

1 families. Each year, the Board of Commissioners is asked to review and approve health and
2 dental insurance rates in advance of the annual budget so that open enrollment can be
3 completed prior to the beginning of the plan year which starts on July 1.

4
5 **Health Insurance**

6 Since the Board of County Commissioners approved Orange County's participation in the North
7 Carolina Health Insurance Pool in FY 2018-19, the County has maintained the same monthly
8 premium equivalent rates for health insurance and dental coverage for employees and pre-sixty-
9 five retirees based on stable claims experience.

10
11 Funding for the health plan is based on estimated premium equivalents rates that are necessary
12 to pay for incurred claims, administrative costs and expected liability of claims incurred but not
13 yet reported (IBNR). The plan also carries a reserve balance which ensures the County's ability
14 to pay claims. A reserve policy or the fund ratio target should range between 1.5 and 3.0 over
15 IBNR to ensure the ability to pay for future claims based on current claims experience which
16 currently have been higher than expected. The current fund ratio is 1.9 through January 2022.
17 In FY2022-23, that reserve amount is recommended to be 2 to 2.5X of expected IBNR liability.

18
19 In the current fiscal year, the Health Insurance plan experienced an increase in the overall
20 number of claims, higher costs per claim, and two very high-cost claims. Although the plan is
21 projected to have a positive year-end balance of \$1,380,254, additional funding is necessary to
22 cover projected total plan costs for FY 2022-23 and to build reserve levels for future
23 sustainability of rates. The actuarial analysis conducted by the North Carolina Health Insurance
24 Pool is recommending an increase of five percent (5%).

25
26 The Manager recommends that the County assumes 100% of the recommended 5% increase
27 and that the employee contribution continues at current rates. This represents a total budget
28 increase of \$626,813.

29

1

FY 2020-21 through FY 2021-22 Health Insurance Rates

Year	Rates	Monthly Cost	Annual Cost	Employee Contribution	Employer Contribution
2021	Current Rates	\$1,048,610	\$12,583,316	\$1,637,930	\$10,945,390
2022	Renewal Rates	\$1,100,844	\$13,210,129	\$1,719,517	\$11,490,611
2022	Current Rates with Employer Increase Only (Renewal)	\$1,100,844	\$13,210,129	\$1,637,930	\$11,572,198
	Net Increase	\$52,234	\$626,813		

2

3

Dental Insurance

4

Delta Dental is the County's Dental provider and the County will continue to provide coverage with Delta Dental. The Board of County Commissioners approved an increase of funding totaling \$92,236 (County contribution of \$73,286) for the FY2021-22 Dental Fund. The total Dental budget is currently \$639,000 and no increase is recommended for FY2022-23.

5

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9

Brenda Bartholomew, Human Resources Director, reviewed the background information for the item, and gave the following PowerPoint presentation:

10

11

12

Slide #1



13

14

15

1 Slide #2

Background

- Joined North Carolina Health Insurance Pool (NCHIP)
 - July 1, 2018 by BOCC approval
- County has maintained monthly premium equivalent rates for health insurance
 - stable claims experience
 - high reserve in transition year
- For the FY 2020/2021 and FY 2021/2022 plan years, maintained budget of \$13.3 million
- Dental Insurance is provided by Delta Dental
 - total Dental budget is currently \$639,000

Combined Plan Expenses



■ Medical Claims
■ Pharmacy Claims
■ Admin & Stop Loss Pmts
■ Other NCHIP Costs (1)



2
3 Brenda Bartholomew said the monthly premium has been maintained by county since
4 2015 and not passed onto to employees.

5
6 Slide #3

Budget Summary

- Although the plan is projected to have a positive year-end reserve balance of \$1,380,254.
 - additional funding is necessary
 - build reserve levels for future sustainability of rates
 - to cover projected total plan costs for FY 2022/2023
 - increase in the overall number of claims
 - higher costs per claim
 - high number of high claims
 - two very high cost claims
- The current fund ratio is 1.9X through January 2022
 - chart shows through December 2021; this is within the ratio to cover expected (IBNR); our target is 2.5X

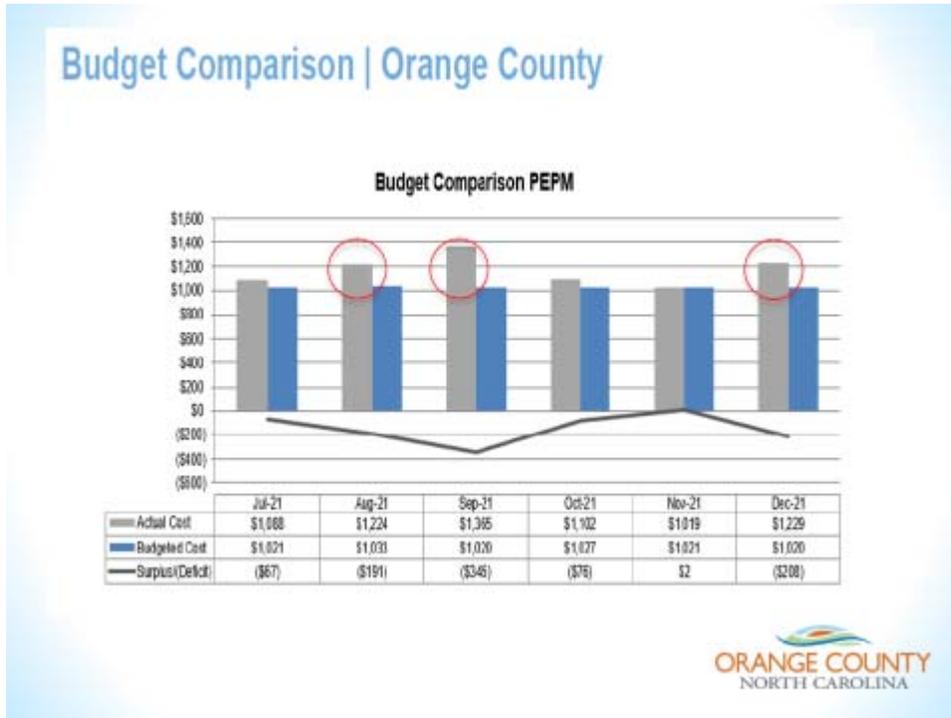
Ending Balance FY21	YTD FY 22	Total Balance	Estimated IBNR Needs	Reserve	Reserve Ratio
\$1,957,777	-\$684,780	\$1,272,997	\$714,047	\$558,950	1.8
		\$1,785,118	\$714,047	\$1,071,071	2.5
		\$512,121		\$512,121	



7
8 Brenda Bartholomew said that there have been high claims and an increase in overall
9 claims this past year. She said the target for reserve ratio is 2.5 and it has fallen behind.

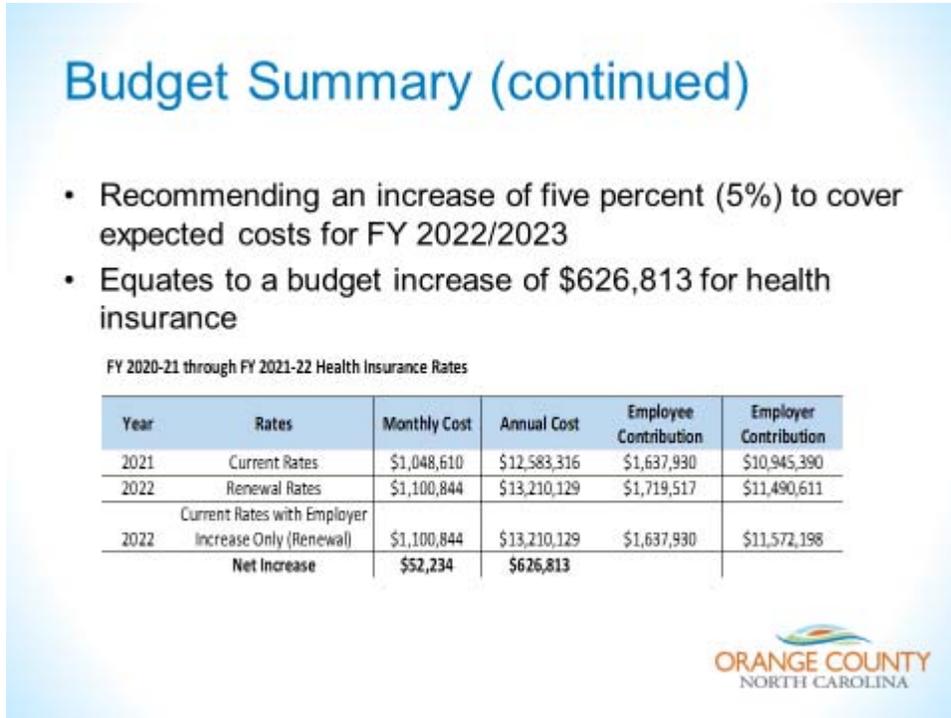
10

1 Slide #4



2
3 Brenda Bartholomew said that this shows from July 2021 to December 2021 actual versus
4 budget and three months exceeded the budget.

5
6 Slide #5



7
8 Brenda Bartholomew said that this would be a county cost only and keep the employee rates
9 the same.

10

1 Slide #6

Manager Recommendation

- approve an increase of 5% to the Health Insurance Premium Equivalents for both active and pre-65 retirees with the amount of the increase to be fully paid by the County;
- approve moving forward with Dental Insurance as outlined above (no changes); and
- approve the County continuing to participate as a member in the North Carolina Health Insurance Pool (NCHIP).



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Slide #7

QUESTIONS



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A motion was made by Commissioner Fowler, seconded by Commissioner Greene, to approve an increase of 5% to the Health Insurance Premium Equivalents for both active and pre-65 retirees with the amount of the increase to be fully paid by the County; approve moving

1 forward with Dental Insurance as outlined above (no changes); and approve the County
 2 continuing to participate as a member in the North Carolina Health Insurance Pool (NCHIP).

3
 4 **VOTE: UNANIMOUS**

5
 6 **7. Reports**

7 None.

8
 9 **8. Consent Agenda**

- 10
 11 • Removal of Any Items from Consent Agenda
 12 • Approval of Remaining Consent Agenda
 13 • Discussion and Approval of the Items Removed from the Consent Agenda
 14

15 A motion was made by Commissioner Bedford, seconded by Commissioner Hamilton, to
 16 approve the consent agenda.

17
 18 **VOTE: UNANIMOUS**

19
 20 **a. Minutes**

21 The Board approved minutes from the February 8, 2022 Virtual Work Session and February 17,
 22 2022 Virtual Business Meeting.

23 **b. Change in BOCC Meeting Schedule for 2022**

24 The Board amended its meeting calendar for 2022 and rescheduled the May 17, 2022 BOCC
 25 Business Meeting to May 24, 2022 at 7:00 pm.

26 **c. Schools Adequate Public Facilities Ordinance (SAPFO) – Receipt and Transmittal of**
 27 **2022 Annual Technical Advisory Committee Report**

28 The Board received the 2022 Annual Report of the SAPFO Technical Advisory Committee
 29 (SAPFOTAC) and transmitted it to the SAPFO partners for comments before certification in
 30 May.

31 **d. Approval of a Resolution Authorizing an Increase in the Micro-Purchase Threshold**
 32 **from \$10,000 to \$30,000**

33 The Board approved a resolution increasing the micro-purchase threshold from \$10,000 to
 34 \$30,000 for County expenditures incurred with Federal Grant funds and authorized an
 35 amendment to the County's Purchasing Policy to reflect the increased thresholds.

36 **e. Changes to the Orange County Broadband Task Force**

37 The Board approved a change to the number of positions composing the Orange County
 38 Broadband Task Force.

39 **f. Lake Orange Erosion Control Barrier Replacement Project – Award of Construction**
 40 **Contract Amendment #1 (Amendment over \$250,000)**

41 The Board awarded a construction contract amendment (over \$250,000) for the construction of
 42 ALT-1 scope as defined within the Lake Orange Erosion Control Barrier Replacement Project.

43 **g. Fiscal Year 2021-22 Budget Amendment #9**

44 The Board approved a budget amendment for Fiscal Year 2021-22.

45
 46 **9. County Manager's Report**

47 Bonnie Hammersley said that the county's new northern campus including the jail and
 48 Bonnie B. Davis Facility was the third GMP in her career. She said all of those projects have
 49 come in under budget on a GMP. She said she and the Deputy Manager review all change
 50 orders, so unless there is an act of God, she will not allow the price to increase.

1 Bonnie Hammersley reminded the board about their next business meeting on April 5,
2 2022 and announced that Travis Myren will be presenting the CIP on that date.

3 Commissioner Greene asked about status of meeting at the Southern Human Services
4 Center.

5 Chair Price said that it was decided at Chair/Vice-Chair Agenda review that the Board
6 will only meet at the Whitted Human Services Center until June.

7 Chair Price reminded the Board that the Legislative Breakfast will be Monday morning at
8 8:30 AM.

9 Laura Jensen said she was in a meeting with Asset Management Services today about
10 HVAC work at the Southern Human Services Center, which may affect the timeline of returning
11 to that building. She said staff would provide more updates as they became available.

12 Commissioner Bedford said they were hoping they could have people come in to the
13 Southern Human Services Center for budget input.

14 Bonnie Hammersley said there are other conference rooms at the center that can be
15 used for this.

16
17 **10. County Attorney's Report**

18 John Roberts had no report.

19
20 **11. *Appointments**

21 None.

22
23 **12. Information Items**

- 24
- 25 • March 1, 2022 BOCC Meeting Follow-up Actions List
 - 26 • Memorandum – Library Services Task Force Update
 - 27 • Memorandum – Update - Groundwater Observation Well Network

28 **13. Closed Session**

29 None.

30
31 **14. Adjournment**

32 A motion was made by Commissioner Bedford and seconded by Commissioner Greene
33 to adjourn the meeting at 9:19 p.m.

34
35 **VOTE: UNANMIOUS**

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38 Renee Price, Chair

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41 Tara May
42 Deputy Clerk to the Board

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44 Submitted for approval by Laura Jensen, Clerk to the Board.

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MINUTES
ORANGE COUNTY
BOARD OF COMMISSIONERS
VIRTUAL LEGISLATIVE BREAKFAST
March 21, 2022
8:30 a.m.

The Orange County Board of Commissioners met for a virtual breakfast meeting with the Orange County Legislative Delegation on Monday, March 21, 2022 at 8:30 a.m.

COUNTY COMMISSIONERS PRESENT: Chair Renee Price, Vice Chair Jamezetta Bedford, and Commissioners Amy Fowler (arrived at 9:10 a.m.), Sally Greene, Jean Hamilton, and Anna Richards

COUNTY COMMISSIONERS ABSENT: Commissioner Earl McKee

COUNTY ATTORNEYS PRESENT: John Roberts

COUNTY STAFF PRESENT: County Manager Bonnie Hammersley, Deputy County Manager Travis Myren, Clerk to the Board Laura Jensen, and Assistant to Manager for Legislative Affairs Greg Wilder (All other staff members will be identified appropriately below)

LEGISLATIVE DELEGATION PRESENT: Representative Verla Insko, Representative Graig Meyer, and Senator Valerie Foushee (arrived at 8:39 a.m.)

Chair Price called the meeting to order at 8:35 a.m.

Due to current public health concerns, the Board of Commissioners is conducting a Virtual Legislative Breakfast on March 21, 2022 utilizing Zoom. Members of the Board of Commissioners will be participating in the meeting remotely. As in prior meetings, members of the public will be able to view and listen to the meeting via live streaming video at orangecountync.gov/967/Meeting-Videos and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

A roll call of the County Commissioners was called; all members were present except for Commissioner Fowler and Commissioner McKee.

Chair Price welcomed the legislative delegation. She noted that it was the last time that the current legislative delegation will be together with the commissioners.

The Board of County Commissioners introduced themselves and welcomed the Representatives.

Senator Valerie Foushee arrived at 8:39 a.m.

Chair Price invited the legislative delegation to introduce themselves.

Representative Meyer said they were on a break from the longest long session in General Assembly history. He said the upcoming session is expected to be short. He said they anticipate making amendments to the budget that don't affect tax policy and will not be controversial. He said there is discussion of major legislation including Medicaid expansion and legalization of medical marijuana. He said it is not clear if it will proceed or not.

Representative Insko said she would be in office until after the May primary. She said she has learned a lot from the position. She said government is complex and you keep learning. She said in order to be effective you have to dig into the issues. She said she was looking forward to traveling.

1 Senator Foushee said it has been her pleasure to serve with the commissioners in her
2 current position. She said she looks forward to the legislative breakfast every year. She said
3 they have always felt badly about not bringing forward positive things for Orange County by way
4 of the General Assembly. She said they will go into the short session with the hope that by the
5 end of the calendar year, there will be an opportunity to expand Medicaid. She said there might
6 be an opportunity to disperse federal funds for education, health care, and housing. She said
7 that where possibilities exist, there is also opportunity. She said she looks forward to her last
8 few months as a legislator.

9 Chair Price said there was background information in the agenda packet that everyone
10 received. She reviewed the list of priority items. She also referred to a larger list of additional
11 concerns that was in the agenda packet. She asked if there was anything specific that the
12 group wanted to discuss further.

13 Representative Insko said she wanted to get an update on environmental issues.

14 Senator Foushee said she asked if the county could be more specific about the request
15 to “structure appropriate county participation in governance” under the mental health category in
16 the priority list.

17 Commissioner Bedford said the item was first written when the county was with Cardinal
18 Innovations and there was not an Orange County representative on the board. She said now
19 that the county is with Alliance, Commissioner Fowler is on the board, and they are soliciting
20 applications for a second board member. She said the mental health board structures are
21 inconsistent across state between the MCOs.

22 Chair Price said that the state association has advocated that counties know more about
23 what is going on than the state. The goal would be to allow counties to have more of a say.

24 Commissioner Bedford said part of it is related to pass through mental health funding.
25 She said it would be nice if counties could have more of that funding to do more specific work in
26 the community. She said Orange County has a behavioral health task force working on the
27 designs for a mental health crisis center because MCOs are not doing it. She said that MCOs
28 are sitting on huge fund balances, more than what is needed. She said MCOs need closer
29 management and greater supervision from NCDHHS.

30 Representative Insko referred to the request under the mental health category to “reduce
31 the number of people with mental health issues in county detention centers.” She said
32 intervention needs to happen earlier, even as young as elementary school. She said there
33 should be more access by psychologists and psychiatrists at school to identify children that
34 aren’t adjusting well.

35 Chair Price said the county provides funding to schools for mental health support.

36 Bonnie Hammersley, County Manager, said in the past year the county provided funding
37 for behavioral health in the schools as well as to address the achievement gap. She said the
38 schools presented their plans for spending the funds to the Board. She said both school
39 districts used the funds for staff to address behavioral health issues. She said Chapel Hill
40 Carrboro City Schools’ request was more comprehensive, but Orange County Schools looked at
41 both the behavioral health of children and staff. She said that was done recently due to higher
42 sales tax revenue than anticipated. She said the recommendation was to use that funding for
43 the behavioral health issues in the schools.

44 Representative Insko said when a young person is arrested and they are identified as
45 having a mental health issue, there are intermediate steps before they are incarcerated. She
46 said when there were changes in service provision between the LMEs and state, there was an
47 increase in the number of people going to jail. She said it is still a serious problem that needs to
48 be dealt with.

49 Bonnie Hammersley said it is an ongoing problem. She said the Criminal Justice
50 Resource Department is looking closely at that with the social workers employed in the
51 department. She said as state hospitals were closed, it triggered an increased inmate problem

1 in jails. She said the county wants to focus on this area as it develops the behavioral health
2 center.

3 Chair Price said there are diversion courts and programs for children. She said that
4 Caitlin Fenhagen has hired psychologists have been hired to work with children.

5 Commissioner Bedford said that the proposed mental health facility was original focused
6 on diversion from jail. She said that due to the pandemic, schools are struggling due to staff
7 vacancies. She said that they can't find the people to do the work, but that the needs of
8 children have been exacerbated by the pandemic. She said the behavioral health center is
9 being restructured to serve children ages four and up. She said everything is coming together
10 to create a very serious mental health crisis in the community. She said Orange County is
11 number one in the state for supplementing the schools, but is below the national average. She
12 said teachers need support as well.

13 Commissioner Hamilton said that there is a shortage of mental health professionals.
14 She said we have pay people more. She said social workers are the backbone of mental
15 health. She said we have to pay human service workers more in order to have the work force to
16 meet the needs of our community.

17 Commissioner Bedford said that even Murdoch Center, a mental health facility in Butner,
18 NC that takes people with an IDD diagnosis who are having a mental health breakdown, was
19 closed due to lack of staff. She said providers lost staff who are not coming back. She said that
20 state institutions and emergency departments are full and not taking more patients, and it is a
21 crisis.

22 Representative Meyer said that this problem is statewide and there is attention from
23 Republican leadership in both chambers of the General Assembly. He said that he's spoken
24 with legislative leaders to address the crisis statewide. He said the challenge is that our ability
25 to respond is too slow when the crisis is in front of us.

26 Representative Insko said she was interested in a goal under Justice and Public Safety
27 regarding Racial Equity in Criminal Justice – "Support the implementation of the
28 recommendations of the North Carolina Task Force for Racial Equity in Criminal Justice
29 (TREC)." She said she was hoping to have made some progress on the issue, but there is a
30 long way to go.

31 Chair Price said she felt it was still a priority.

32 Representative Insko said the state really needed to make abolishing the death penalty
33 a high priority.

34 Senator Foushee said she felt there had been some progress. She said that passing
35 Senate Bill 300 which several Democrats worked was an accomplishment. She said some
36 recommendations have been implemented. She said we can always do better, but getting
37 people together to move towards talking about it was a big step. She listed some police reform
38 practices that were agreed upon. She said that progress had been made through bipartisan
39 effort, which was notable.

40 Commissioner Greene said that was good news.

41 Commissioner Bedford said that in Orange County, the superior and district courts
42 worked on bail bond policies to improve the situation locally.

43 Chair Price said she was part of that workgroup and they were trying to make
44 improvements regarding the ability to pay and reducing cash bail amounts.

45 Commissioner Richards said that Orange County was fortunate to have had a few
46 initiatives regarding cash bail in addition to the work done by the towns. She said there is good
47 work being done locally, but there is still work to be done regarding the fees incarcerated
48 individuals must pay for necessities as well as health safety for inmates. She said one issue
49 they were watching was handgun permitting. She said there are associations watching the
50 issues around some of the subtleties of how policies are implemented. She said it was

1 concerning how they took the permitting process and made changes. She said she appreciates
2 the attention paid to issues.

3 Senator Foushee said that when these situations come forward, it's not just legislators
4 who need to talk with partners. She gave an example of when progress was made on
5 legislation, but just before it was to be considered, partners expressed objections. She said
6 legislators can lobby, but if they don't hear from people at the county level, they get push back.
7 She said they can't let perfect be the enemy of the good. She said that the legislative
8 delegation pushes every day, but the numbers are often not there. She said that the
9 commissioners' associations can also push and that will help achieve goals. She said they
10 were almost there with the permitting legislation, but then got push back from the conference of
11 district attorneys. She said they do everything in partnership, but that the squeaky wheel will get
12 the grease.

13 Chair Price said that some county associations got pushback when they encouraged the
14 legislation. Some recommendations might not fit in every county. She said racial injustice and
15 inequity is in every county, even in Orange County.

16 Commissioner Greene said that with 100 counties, many of them rural, it is a challenge
17 to advocate for issues.

18 Chair Price said that when an issue is personal that is when you begin to see progress.
19 She said that closure of rural hospitals pushed some counties to advocate for Medicaid
20 expansion.

21 Chair Price said that they skipped over Medicaid because they are hopeful that it will
22 happen this year.

23 Chair Price referenced the Leandro Remedial Action Plan and asked if anyone had any
24 questions.

25
26 *Commissioner Amy Fowler arrived at 9:06 a.m.*

27
28 Representative Meyer said that he believes the General Assembly will incorporate
29 pieces of what Leandro calls for in legislation, but there will not be Republican support for
30 anything with the name Leandro on it. He said that they are reviewing what the Leandro plan
31 calls for and finding opportunities to work on those individual pieces. He said they are trying to
32 find out what they can accomplish as soon as possible.

33 Commissioner Greene said she was pleased to hear Representative Meyer's comments
34 on Leandro and felt that was the right approach. She said it reminded her of a previous
35 environmental justice act that people objected to because of what it was called. She said
36 supporters said to forget the name, just give us the justice.

37 Senator Foushee gave another example of when a name change made a difference in
38 the success of legislation, specifically, the More at Four program, which changed to NC Pre-K.

39 Chair Price said it was similar to calling changes to Medicaid as "expansion," which
40 turned people off. She said when you discussed specific changes that were needed for
41 Medicaid, people were supportive.

42 Chair Price said the last majority priority was access to broadband. She said that the
43 county used \$5 million in ARPA funding to jump start a broadband project. She said the state is
44 beginning to offer financial assistance.

45 Commissioner Greene said to accept state broadband funding means you have to
46 accept state control over your system. She said there is still too much direction from the legacy
47 telecomm providers who want to keep the game theirs. She said it is great to have the money,
48 but it is hard to accept the funding when it means accepting state terms.

49 Representative Meyer and Senator Foushee asked to talk with Commissioner Greene
50 separately about the terms of accepting state funding.

1 Representative Meyer said that the state will spend a lot of money on broadband within
2 the next two to six years. He said it will create a few challenges. He says one challenge is the
3 timeframe; six years is a long time to wait when you need broadband access. He said they are
4 essentially setting up unregulated monopolies with government funding. He said it will create
5 an incentive for broadband companies to set high rates. He said the only way keep things
6 affordable is through market competition, which will probably have to come through multiple
7 modes of internet availability. He said that different approaches each have limitations. He said
8 he wondered if there is a way to promote internet service via cell phone signals in Orange
9 County to compliment developments with other funding sources.

10 Commissioner Hamilton said she felt that creating unregulated monopolies is a problem.
11 She said if the country had approached broadband as a regulated monopoly, then it would be
12 treated as a basic utility service. She said if fiber to the home gets a consumer what they need,
13 then the company can initially set prices to push away competitors. She said then the company
14 can lock in that customer and raise prices. She said there needs to be regulation in order to
15 serve people at a price they can afford. She asked if there was any talk about that at the state
16 level.

17 Representative Meyer said that Commissioner Greene is correct, the laws are being
18 written as much by the industry as well as the legislators. He said everything he has talked
19 about with broadband pilot legislative leaders around regulation has been rejected. He gave an
20 example of when he wanted to offer telecomm companies more money to install infrastructure in
21 a 2-year timeframe rather than 6 years, but was rejected because telecomm companies wanted
22 control, not more money.

23 Chair Price said it is a challenge to get it installed, and then it is a challenge to make it
24 affordable.

25 Representative Meyer said that the companies want the government to provide
26 subsidies to make it affordable.

27 Commissioner Greene said that is not the answer and it is not sustainable. She said
28 that the county broadband committee wants to have competition within the fiber to the home
29 realm.

30 Chair Price said that rural counties across the country are screaming at Congress to
31 provide broadband. She said it is hard for services and business to exist without broadband,
32 such as schools and health facilities, but even farms and ranches. She said that even if
33 Congress does do something for rural counties, it is usually based on income. She said
34 currently Orange County is in a higher tier and does not qualify for as much funding.

35 Chair Price asked if Representative Insko wanted to talk about environmental legislation.

36 Representative Insko said she is more aware of climate change. She said that counties
37 and the state should do more to combat climate change, and hopes that Orange County would
38 do more.

39 Chair Price said that the county has a fund that goes to climate change projects.

40 Commissioner Fowler said she is the liaison to the climate change council. She said
41 that Orange County needs a climate plan, which was requested by Commissioner Bedford a few
42 months prior. She said the new sustainability coordinator will begin developing the plan. She
43 said that electric vehicles and improving the efficiency of school and county buildings will be key
44 projects for the county. She said several states participate in an initiative called Regional
45 Greenhouse Gas Emissions (RGGE). She said wrote a letter to a member of the state
46 environmental council to request that North Carolina join that initiative.

47 Representative Meyer said that he has been communicating with the Governor's office
48 on joining RGGE for a year. He said RGGE is a regional cap and trade system. He said when
49 the General Assembly passed House Bill 951 to commit to reduce greenhouse gas emissions,
50 he and the Governor spoke about how joining RGGE would put some teeth into that
51 commitment. He said the Governor has not been willing to commit the funds to join, and that it

1 costs about \$600,000 to join. He said anything the climate council can do to help would be
2 great.

3 Commissioner Fowler said the climate council had been working on LEED certification.
4 She said it sounds like the county will qualify at some level. She said that this certification could
5 be used as a stepping off point to examine where there are deficits in efficiencies.

6 Commissioner Bedford said there were two areas she wanted to mention. She said one
7 is with the Durham Chapel Hill Carrboro MPO and the new metropolitan transit plan. She said
8 they are trying to convince the NC Department of Transportation that bike/ped and multi-modal
9 projects should not have to be funded only as part of a road improvement. She said those
10 projects should be able to be funded as stand-alone projects. She said that the new plan
11 focuses on that. She said that the state could spend hundreds of millions of dollars on adding a
12 lane to a highway, which would only improve commute times by a few minutes. She said that
13 spending the same amount of funds on multi modal forms of transportation could create real
14 change.

15 Commissioner Bedford said she and Commissioner Hamilton are members of the Solid
16 Waste Advisory Group (SWAG). She said that people have to look upstream and downstream
17 when thinking about solid waste. She said upstream is trying to get people to waste less. She
18 said there is a contract out for what zero waste looks like and what would the county need to get
19 there. She said that the county is part of UNRBA and they are working on Falls Lake and the
20 nutrient issues there. She said the county is the headwaters for three or four different water
21 basins. She said Jordan Lake is a water provider and is in worse condition due to PFAS from
22 the Haw River. She said the county has stricter requirements than the state for water protection
23 buffers. She said climate change is harder to making progress on. She said that the county is
24 pursuing electric vehicles for the county transportation department, but they are very expensive.

25 Representative Meyer asked for any economic development updates.

26 Chair Price said there has been recent progress. She said Morinaga is open and they
27 had more job slots. She said Medline is about to open and is huge. She said Thermo Fisher is
28 developing. She said ABB expanded without any incentives. She said quite a bit is happening
29 in the western part of the county. She said Durham Tech is still a partner in many of these
30 developments. She said part of attracting companies is making sure there is a talent pool
31 available, and that Durham Tech is assisting with training. She said UNC is looking into
32 training people for trades and distribution centers.

33 Commissioner Bedford said she said there are some possible developments in Chapel
34 Hill. She said the previous Bucee's site is under review for another development.

35 Commissioner Greene said the proposed development at the Bucee's site qualifies
36 under existing zoning, so the Board won't see it.

37 Representative Meyer said that Google and Apple developments will drive a lot of
38 growth in the Triangle. He said that a Toyota battery plant will be developed in the western
39 Piedmont, which will spur associated development. He said that along the coast there will be a
40 major effort to make North Carolina both the largest provider of off shore wind energy and the
41 manufacturer of off shore wind technology and infrastructure. He said that with off shore wind
42 energy developing off the coast, and the battery industry developing in the western Piedmont,
43 Orange County will be right in the middle of those two industries. He said those two industries
44 will enable other clean industries to develop here. He said the county should be thinking ahead
45 in the type of role we want to play in these developments. He requested that the county have
46 a larger economic development discussion with people from the state. He said that he usually
47 doesn't hear from county economic development staff when they are working on projects that
48 has state involvement. He said he would be open to helping staff develop projects.

49 Chair Price said that the county could set up meetings for Representative Meyer with the
50 Economic Development Director, Steve Brantley. She said that the Economic Development
51 department staff, Chair Price and Deputy County Manager Travis Myren met with

1 representatives from the Research Triangle Regional Partnership. She said there may be
2 opportunities for partnerships to take advantage of everything happening in the Triangle. She
3 said the push right now is with biotech and life sciences.

4 Commissioner Hamilton said she was passionate about #18 on the list of priorities,
5 which is related to school capital funding. She said there are 15 schools in the county which are
6 more than 50 years old, which is ineffective for meeting the needs of children and inefficient
7 environmentally. She said they will be looking to the state for help renovating and replacing
8 schools. She said the time is now to plan for the future.

9 Senator Foushee said that previous school capital needs legislation she's introduced
10 has not moved in the General Assembly. She said this kind of legislation needs the force of
11 support from the NCACC and other groups to push legislators. She said this should not be a
12 partisan issue; it is an issue across the state. She said there has not been the will to move
13 forward from the leadership. She said the perception from leadership is that schools are flush
14 with federal funds, but those funds are designated for specific uses.

15 Representative Insko said that it is important to elect officials who put funding of school
16 funding as a priority in their campaigns. She said it would also be helpful to encourage other
17 counties to push for increased school capital funds from the state.

18 Chair Price said that the state association has prioritized releasing more of the state
19 lottery funds for school capital needs.

20 Commissioner Hamilton said it sounds like there has not been talk of a bond, because
21 lottery funds will not be enough to meet the cost of school capital needs.

22 Chair Price said the lottery funds were intended to go to schools, but only about 50%
23 actually does.

24 Representative Insko that would be important to emphasize, that this was an educational
25 lottery fund.

26
27 *Commissioner Amy Fowler left the meeting at 9:47 a.m.*
28

29 Commissioner Greene said the Chapel Hill Carrboro Chamber of Commerce's Big Bold
30 Ideas is bringing forward a report to build 1,600 affordable homes in the next few years. She
31 said one of the recommendations is that local governments pass ordinances prohibiting
32 landlords from discriminating on the basis of income. She said it would prevent landlords from
33 refusing housing choice vouchers. She said that unfortunately, it's not something local
34 governments can do, and it must be done at the state level. She asked the legislative
35 delegation about the possibility of pursuing this at the General Assembly.

36 Senator Foushee said it was not something that could be brought forward in a short
37 session, as it would be considered controversial. She said that preparations should be made in
38 order to introduce that kind of legislation in the long session. She said the more partners that
39 are involved, the better off they'll be. She said there are members of both caucuses that share
40 the same values as the county. She said the pandemic showed us that most of us are in the
41 same boat. She said a collective effort is needed to get positive results.

42 Commissioner Bedford referenced #49 on the legislative issues list, regarding
43 dangerous dog determinations. She said that in Orange County, a dog owner can appeal a
44 dangerous dog designation after a period of time if the dog's circumstances are reevaluated and
45 it is determined that the dog is no longer dangerous. She said Orange County's ordinance is in
46 conflict with state law, and she wanted to know the process for requesting a local bill that would
47 allow the county to have this ordinance.

48 Senator Foushee suggested that the county forward the bill to the legislative delegation.

49 Senator Foushee said it was an honor and pleasure to be with the Orange County
50 Commissioners.

1 Representative Insko said she appreciated that the county called for regular meetings
2 with the legislative delegation.

3 Representative Meyer expressed his appreciation for everyone at the meeting and that
4 he looks forward to helping new representatives in the future.

5 Chair Price thanked the staff for their work in putting the meeting and background
6 materials together. She thanked the delegation for their work in Orange County.

7
8 A motion was made by Commissioner Bedford, seconded by Commissioner Richards, to
9 adjourn the meeting at 9:54 a.m.

10
11 Roll call ensued.

12
13 **VOTE: UNANMIOUS**

14
15
16
17 **2022 ORANGE COUNTY PRIORITY**
18 **LEGISLATIVE ISSUES**

19
20
21 **Mental Health** – *Seek legislation to develop and fund a plan to:*

- 22 • *provide assistance to NC residents, especially youth, who are dealing with the*
23 *impacts of COVID;*
- 24 • *reduce the number of people with mental health issues in county detention*
25 *centers;*
- 26 • *ensure that adequate State-funded mental health, developmental disability and*
27 *substance use disorder services and facilities are available at the local level,*
28 *accessible and affordable to all residents;*
- 29 • *ensure that sufficient state resources fund service provision costs, inclusive of*
30 *crisis intervention and treatment; and*
- 31 • *structure appropriate county participation in governance.*

32
33 **Medicaid Expansion** – *Support legislation increasing access to the Medicaid program to make*
34 *health insurance available to North Carolina residents at 138% of the poverty level; broaden the*
35 *opportunity for coverage for more than 500,000 North Carolinians to address chronic conditions*
36 *and to prevent illness and disease progression; to provide additional support for rural hospitals;*
37 *and to protect families from medical debt and bankruptcy.*

38
39 **Racial Equity in Criminal Justice** – *Support the implementation of the recommendations of*
40 *the North Carolina Task Force for Racial Equity in Criminal Justice (TREC), including:*

- 41 • *legislation to legalize the possession and use of marijuana and permit licensed*
42 *businesses to engage in retail sales to adults, as this decriminalization will in turn*
43 *broaden the agricultural economy and jobs as well as enhance revenue for*
44 *governments with taxes, licenses, and other associated revenues that can be*
45 *utilized to address opioid and other drug-related problems and other needs;*
- 46 • *policing reforms to address use of force, community oversight and law*
47 *enforcement training on crisis intervention;*
- 48 • *Funding at the county level to expand access to diversion and restorative justice*
49 *programs; and*

- *the reduction of fines, fees and costs in criminal court, noting that such fines, fees and costs disproportionately impact people of color and people of low income.*

Full Funding of the Leandro Remedial Action Plan – Support equity and racial justice by fully funding the Leandro Remedial Action Plan, which details additional comprehensive, targeted education funding over the next eight years, predominantly to low-wealth and minority communities, in order for the State to come into compliance with its constitutional obligation to provide every student a sound basic education.

Broadband/Digital Infrastructure – Support legislation, funding, and other efforts that provide counties with flexibility and opportunities to support options for increasing access to high-speed internet connectivity and expanding digital infrastructure/broadband capability to the un-served and under-served areas of the state. Access to high speed internet connections will reduce disparities, enhance quality of life for all the State's residents, and broaden opportunities in areas such as education, jobs creation, small business development, health care, civic participation, and growth in farm enterprises.

2022 Orange County Legislative Interests

(Note: Italicized Items are Priority Legislative Issues)

HEALTH & HUMAN SERVICES

- 1) **Mental Health** – Seek legislation to develop and fund a plan to:
 - *provide assistance to NC residents, especially youth, who are dealing with the impacts of COVID;*
 - *reduce the number of people with mental health issues in county–detention centers;*
 - *ensure that adequate State-funded mental health, developmental disability and substance use disorder services and facilities are available at the local level, accessible and affordable to all residents;*
 - *ensure that state resources fund service provision costs, inclusive of crisis intervention and treatment; and*
 - *structure appropriate county participation in governance;*
- 2) **Behavioral Health Services** – Support increased state funding for behavioral health services and facilities at the state and local level, including dedicated resources for community para-medicine projects and enhanced mobile crisis response. Support Medicaid reimbursement to EMS for behavioral health transport to crisis centers and structure appropriate county participation in behavioral health program governance;
- 3) **Child Care** - Seek legislation to reverse changes made to the childcare subsidy program available to working families, including establishing eligibility for all children at 200% of the federal poverty level and prorating fees to actual hours attended. This change will help working parents to become financially self-sufficient while assisting employers to maintain a stable workforce. Support legislation to increase and ensure stable funding for enhanced quality early care and education through Smart Start and NC Pre-K;

- 1 4) **Opioid Epidemic Efforts** – Support county efforts to address opioid epidemic impacts
 2 by providing funding for: diversionary facilities and programs to provide and expand
 3 access for individuals with opioid use disorder to seek and complete treatment and
 4 sustain recovery; to collect data regarding opioid overdoses; for additional law
 5 enforcement to investigate and enforce drug laws and to divert individuals into treatment
 6 resources through pre-arrest deflection or post-charge treatment courts; and funding for
 7 harm reduction efforts at the county level is critical and should include access to
 8 naloxone kits and fentanyl strips to assist overdose prevention;
 9
- 10 5) **Crime Intervention Services** – Support legislation and state funding to provide early
 11 intervention services through the Juvenile Crime Prevention Councils, and support
 12 increased state funding for the prevention, intervention and treatment of adolescent
 13 substance use, gang involvement and domestic violence;
 14
- 15 6) **Adult Protective Services** – Support increased funding and legislation to strengthen
 16 adult protective services;
 17
- 18 7) **Medicaid Expansion** – *Support legislation increasing access to the Medicaid program*
 19 *to make health insurance available to North Carolina residents at 138% of the poverty*
 20 *level; broaden the opportunity for coverage for more than 500,000 North Carolinians to*
 21 *address chronic conditions and to prevent illness and disease progression; to provide*
 22 *additional support for rural hospitals; and to protect families from medical debt and*
 23 *bankruptcy;*
 24
 25
 26

27 **JUSTICE & PUBLIC SAFETY**

- 28
- 29 8) **Racial Equity in Criminal Justice** – *Support the implementation of the*
 30 *recommendations of the North Carolina Task Force for Racial Equity in Criminal Justice*
 31 *(TREC), including:*
 32
 - *legislation to legalize the possession and use of marijuana and permit licensed*
 33 *businesses to engage in retail sales to adults, as this decriminalization will in turn*
 34 *broaden the agricultural economy and jobs as well as enhance revenue for*
 35 *governments with taxes, licenses, and other associated revenues that can be*
 36 *utilized to address opioid and other drug-related problems and other needs;*
 - *policing reforms to address use of force, community oversight and law*
 37 *enforcement training on crisis intervention;*
 - *Funding at the county level to expand access to diversion and restorative justice*
 38 *programs; and*
 - *the reduction of fines, fees and costs in criminal court, noting that such fines,*
 39 *fees and costs disproportionately impact people of color and people of low*
 40 *income;*
 41
 42
 43
 44
- 45 9) **Abolish State Death Penalty** – Support legislation to abolish the State of North
 46 Carolina's death penalty;
 47
- 48 10) **Legislative Study on Educational Requirements for Law Enforcement Officers**
 49 **(LEOs)** – Support a legislative study commission to review the current educational
 50 curriculum for law enforcement officers and make recommendations regarding potential
 51 modifications/additions. The overarching purpose of curriculum revision would be to

1 instill in future LEOs some depth of understanding of the complex nature of the society
 2 they will serve. In addition to members of the Senate and House, study members should
 3 include a diverse array of experts in law enforcement and criminal justice education; also
 4 in higher education, and specialists in the humanities/social science subject matter;

- 5
 6 11) **County Jail System/Housing State Inmates Reimbursement** – Support legislation to
 7 protect the fiscal viability of the county jail system by reinstating reimbursement for state
 8 inmates housed in county jails sentenced to 90 days or less;
 9
 10 12) **Concealed Weapons in Parks** –Seek legislation re-authorizing counties to fully regulate
 11 the carrying of concealed weapons on county-owned playgrounds and in county-owned
 12 parklands and authorize counties to prohibit the carrying of concealed weapons on
 13 county and county funded college/university campuses, in addition to playgrounds;
 14
 15 13) **Court Funding** – Support increased state funding for NC courts and for Clerks of
 16 Superior Court, including reinstating funding for drug treatment courts and funding for
 17 additional clerk positions;
 18
 19 14) **Local Government Funding for Law Enforcement** – Oppose any legislation that is
 20 designed to limit local government control of local law enforcement funding decisions or
 21 practices, or that financially or otherwise penalizes local governments based on local law
 22 enforcement funding decisions or practices;
 23
 24 15) **Red Flag Law** –Support legislation allowing courts to prevent access to firearms for
 25 individuals who show signs of being a danger to themselves or to others. Mental illness,
 26 escalating threats, substance abuse and domestic violence are among the
 27 circumstances in which a judge should have the authority to order weapon restrictions or
 28 surrender;

31 **EDUCATION**

- 32
 33
 34 16) **Full Funding of the Leandro Remedial Action Plan** – *Support equity and racial justice*
 35 *by fully funding the Leandro Remedial Action Plan, which details additional*
 36 *comprehensive, targeted education funding over the next eight years, predominantly to*
 37 *low-wealth and minority communities, in order for the State to come into compliance with*
 38 *its constitutional obligation to provide every student a sound basic education;*
 39
 40 17) **Priority School Issues** – Support legislation to address the following issues related to
 41 schools:
 42 a) Provide local school systems with calendar flexibility;
 43 b) Provide full funding for State allotments including Average Daily Membership
 44 (ADM) growth and infrastructure/capital, and support legislation to provide for an
 45 overall increase in funding based on average daily memberships outside of the
 46 current formula system;
 47 c) a periodic accounting process for State per pupil funds so that funds and pro-
 48 rated funds follow students to their respective schools, as opposed to the current
 49 process that only considers State funding allocations based on students'
 50 attendance location on a single day during the school year;
 51 d) Impose class size reductions commensurate with State funding for staffing; and

1 e) Maintain full funding for Driver Education;
2

3 18) **School Capital Funding** – Support legislation to provide needed State capital funding to
4 support school infrastructure, renovations, and new construction, and support a State
5 bond referendum to address school capital needs;
6

7 19) **Maternity/Paternity Leave and Benefits for School Employees** – Support legislation
8 which provides State coverage for maternity/paternity leave for all local school system
9 employees that is similar to the coverage the State already provides to all other State
10 employees; support legislation for the State to provide two (2) paid FMLA days to local
11 school system employees; and oppose any legislation shifting the State’s existing
12 responsibility for employee benefits to local school boards and local governments;
13

14 20) **Private School Voucher Funding** – Oppose House Bill 32 and any other legislation
15 expanding funding, eligibility, or availability of private school vouchers, which reduces
16 available funding for public education statewide, encourages students to leave public
17 education, and diminishes services and educational opportunities for all remaining public
18 school students;
19

20 21) **Virtual Charter School Expansion/Funding** – Oppose any legislation expanding or
21 providing additional funding to the State’s current virtual charter school program based
22 on its poor performance, failure to meet the needs of students, and the resulting
23 negative impact on funding for public education statewide;
24

25
26
27 **GENERAL GOVERNMENT**
28

29 22) **Broadband/Digital Infrastructure** – *Support legislation, funding, and other efforts that*
30 *provide counties with flexibility and opportunities to support options for increasing*
31 *access to high-speed internet connectivity and expanding digital*
32 *infrastructure/broadband capability to the un-served and under-served areas of the*
33 *state. Access to high speed internet connections will reduce disparities, enhance quality*
34 *of life for all the State’s residents, and broaden opportunities in areas such as education,*
35 *jobs creation, small business development, health care, civic participation, and growth in*
36 *farm enterprises;*
37

38 23) **Repeal of the Monument Protection Act** – Support legislation that repeals the (so-
39 called) Monument Protection Act which was enacted to protect confederate monuments
40 and symbols, and restore the regulation of monuments or symbols on public property to
41 local governments;
42

43 24) **Non-Partisan Redistricting Process for Elections** – Support legislation to establish a
44 process for an independent, non-partisan redistricting process after each United States
45 Census for the election of representatives from North Carolina to the United States
46 House of Representatives, the North Carolina House, and the North Carolina Senate;
47

48 25) **Voter Registration and Voting** – Support legislation to maintain and expand access to
49 and participation in the voting process, including early voting, Saturday and Sunday
50 voting, automatic voter registration, and pre-registration of 16 and 17 year olds, and

1 mail-in voting; support legislation to make Election Day a State holiday; and oppose any
 2 legislation which creates any barriers or deterrents to voting;
 3

- 4 26) **Expansion of Protected Classes** – Seek statewide legislative action to provide all
 5 North Carolina local governments with the authority to include sexual orientation and
 6 gender identity as protected classes in order to protect these classes from discrimination
 7 and discriminatory practices; and authorize complaints for discrimination to be brought in
 8 North Carolina Courts by any Equal Employment Opportunity Commission recognized
 9 protected class;

10
 11
 12
 13 **ECONOMIC DEVELOPMENT**

- 14
 15 27) **Minimum Wage Increase** – Support legislation to raise the minimum wage to at least
 16 \$15 per hour for all, not just employees of the State of North Carolina, to enhance
 17 people’s economic security, improve access to safe and secure housing, boost the
 18 economy with increased spending, decrease dependence on government assistance
 19 programs, and improve the lives of families;
 20

- 21 28) **Agricultural Economic Development** – Support state funding and staffing for
 22 agricultural research, Cooperative Extension services and other agriculture-related
 23 efforts to support the largest economic driver in North Carolina;
 24

- 25 29) **Economic Development Efforts** – Support legislation to grow North Carolina’s
 26 statewide economy through sound state investments, including public infrastructure
 27 funding, competitive incentives, and coordinated efforts with county economic
 28 development services;
 29
 30
 31

32 **REVENUE & TAX**

- 33
 34 30) **Revenue Options for Local Government** – Support efforts to preserve and expand the
 35 existing local revenue base of counties and authorize local option revenue sources
 36 already given to any other jurisdiction to all counties. Oppose efforts to divert to the state
 37 fees or taxes currently allocated to the counties or to erode existing county revenue
 38 streams;
 39

- 40 31) **Re-instatement of Earned Income Tax Credit** – Support legislation to re-instate the
 41 State Earned Income Tax Credit which greatly benefitted low wage earners until its
 42 elimination after the 2013 tax year;
 43

- 44 32) **Homestead Exemption** – Support revisions to the Homestead Exemption provisions of
 45 the Machinery Act to:

- 46 a) provide greater opportunities for low-income seniors to remain in their homes and
 47 not be displaced due to property tax burdens by approving a one-time ten
 48 percent (10%) increase in the base income qualification standard; and
 49 maintaining the current provisions which increase the income qualification
 50 standard each year based on any cost-of-living adjustment made to the benefits

1 under Titles II and XVI of the Social Security Act for the preceding calendar year;
2 and

3 b) diminish the discriminatory features of the current exemption provisions relating
4 to married couples by establishing graduated income qualification standards for
5 single individuals versus married couples;
6

7 33) **Sales Tax Distribution Formula** – Support legislation directing that all sales tax be
8 distributed on a per capita basis as it is fair and more equitable for counties with less
9 economic development as compared to the point of delivery basis. The UNC School of
10 Government has indicated that a per capita basis tax "would indeed be a more even
11 distribution of LOST revenue across the state";
12

13 34) **Machinery Act** – Support local governments' need for more flexibility to remedy
14 measurement and/or condition property appraisal errors related to local property tax
15 functions. North Carolina property tax law substantially limits the ability of local
16 governments to address property tax discrepancies, such as prohibiting the refund of
17 prior years' taxes paid after a measurement and/or condition property appraisal error is
18 discovered. Just as local governments can recoup prior years' property taxes from
19 owners for "discoveries", local governments should likewise be authorized to refund prior
20 years' taxes paid when situations such as measurement and/or condition property
21 appraisal errors are discovered;
22

23 35) **Agriculture – Support Conservation of Working Lands and Farmland Preservation**
24 – Support a revision to the revenue and acreage requirements of the Use Value
25 Program to reduce acreage requirements, balanced by increasing the income threshold;
26
27
28

29 **PLANNING & ENVIRONMENT**

30
31 36) **Bona Fide Farm Use** – Support legislation clarifying that the farm use and agriculture
32 exemption of 153A-340 that restricts local zoning authority applies only to property on
33 which the production of crops or livestock is the primary use. Clarify that marketing and
34 agri-tourism activities must be secondary uses of the property and do not qualify for the
35 exemption in the absence of the production of crops or livestock;
36

37 37) **Renewable Energy** – Support renewable energy initiatives available to residential,
38 commercial, industrial and agricultural activities to create a market for energy credits.
39 This support will provide incentives to produce renewable energy, which will become
40 increasingly important to preserving and strengthening the economy and infrastructure,
41 and in the case of agriculture help maintain rural heritage and culture;
42

43 38) **Eminent Domain** – Oppose adding language to a constitutional amendment on eminent
44 domain that extends any further preemption of county authority to regulate the
45 placement of telecommunication towers;
46

47 39) **Land, Water and Agricultural Preservation Funding** – Support the Parks and
48 Recreation Trust Fund, the Agricultural Development and Farmland Preservation Trust
49 Fund, the Land and Water Fund, and other existing trust funds established for the
50 protection of the State's land, water, biological resources, agriculture, and special places

1 before they are irreversibly lost, and request that these funds receive additional funding,
2 preferably through dedicated funding sources;

- 3
4 40) **Oppose any shift of state transportation responsibilities to counties** – Oppose
5 legislation to shift the state’s responsibility for funding transportation construction and
6 maintenance projects to counties. Counties cannot afford to assume costs for
7 maintaining secondary roads and/or funding expansion projects;
8
9 41) **Transportation Funding** – Support increased state funding for transportation
10 construction and maintenance needs, recognize Bike and Pedestrian modes of
11 transportation, and support legislation to ensure that the STI funding formula recognizes
12 that one size does not fit all and that projects in both rural and urban areas are
13 prioritized and funded, and eliminate the cap on light rail funding;
14
15 42) **Aquatic Vegetation Control** – Support legislation to provide for and fund a
16 comprehensive statewide approach to noxious aquatic vegetation control in public water
17 reservoirs;
18
19
20

21 **SOLID WASTE**

- 22
23 43) **Maintain Local Government Authority over Solid Waste Management** – Oppose any
24 shift of solid waste management and recycling services away from local governments;
25
26 44) **Recycling** – Support legislation to provide additional funding to local governments for
27 recycling to cover significant increased costs for recycling these materials, especially for
28 electronics, and to oppose the lifting of restrictions on disposal of electronics in landfills;
29
30
31

32 **OTHER INTERESTS**

- 33
34 45) **Flexible Billing Options for Water & Sewer Utility Providers** – Support legislation
35 allowing local governments and other water and sewer providers to implement flexible
36 billing practices to establish pricing policies, potential waivers and debt forgiveness
37 opportunities to assist impacted customers;
38
39 46) **Evictions Information Detailed in Credit Reports** – Support legislation that would
40 remove an eviction from a tenant’s credit report (1) that occurred as a result of the
41 pandemic during the period covered by the Governor’s State of Emergency Declaration;
42 and (2) after having been on a tenant’s credit report for three years;
43
44 47) **Food Resiliency and Supply Chain Initiatives** – Support food resiliency and supply
45 chain initiatives and funding for equipment, supplies, and other nonrecurring expenses
46 based on the urgency and need created by the COVID pandemic. The average food
47 insecurity rate across North Carolina counties is 14 percent, with that rate projected to
48 rise to 19.3 percent due to the COVID pandemic, and from 19.3 percent to 28 percent for
49 children. A more secure and resilient supply chain will benefit residents and better
50 prepare the State for emergencies that adversely impact the State’s food supply;
51

1 48) **E-911 Funds** – Support maintaining and broadening applications of the NC 9-1-1 Fund
2 to ensure that 9-1-1 systems are able to upgrade existing performance levels and pay
3 for 9-1-1 operations and 9-1-1 related upgrades such as infrastructure and technology
4 enhancements. Orange County has appreciated past efforts and supports future
5 initiatives to assure the public receives full access to emergency services from all
6 sources; and
7

8 49) **Dangerous Dogs Determinations** – Support legislation to amend the NC Dangerous
9 Dog Law to allow dangerous-dog declarations to be revoked after a period of time, and
10 when there is substantial justification for doing so, in order that a dog does not
11 needlessly live its entire life with restrictions such as being muzzled. Orange County's
12 ordinance includes this language, but that consideration is meaningless without a
13 parallel provision within State law.
14
15
16
17

18 Renee Price, Chair
19

20
21 Recorded by Laura Jensen, Clerk to the Board
22

23 Submitted for approval by Laura Jensen, Clerk to the Board.
24
25
26
27

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 8-b

SUBJECT: Advisory Boards and Commissions - Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
No Attachments

INFORMATION CONTACT:
Clerk's Office, 919-245-2130

PURPOSE: To approve the Advisory Boards and Commissions appointments as reviewed and discussed during the Board's April 14, 2022 Work Session.

BACKGROUND: The following appointments are for Board approval:

- **Advisory Board on Aging**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Heather Altman	At-Large	One Year Extension	06/30/2023
Vibeke Talley	At-Large	Second Full Term	06/30/2025
Lucinda Poole	At-Large	Partial Term	06/30/2023
Sandy G. Walker	At-Large	First Full Term	06/30/2024

- **Alcoholic Beverage Control Board**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Elizabeth Carter	At-Large	Second Full Term	06/30/2025

- **Animal Services Advisory Board**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Paula L. Greeno	Animal Welfare/Animal Advocacy	Partial Term	06/30/2023

- **Arts Commission**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Saba A. Jordan	At-Large	First Full Term	03/31/2025

- **Board of Health**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Brian Crandell	Pharmacist	First Full Term	06/30/2025
Aparna Jonnal	Physician	Second Full Term	06/30/2025

- **Economic Development Advisory Board**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Kristen Smith Young	UNC Chapel Hill	Second Full Term	06/30/2025
Tom Proctor	Core Business Community	First Full Term	06/30/2025

- **Orange County Housing Authority Board**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Alice Mahood	At-Large	First Full Term	06/30/2027

FINANCIAL IMPACT: There is no financial impact associated with this item.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve the recommended appointments as reviewed and discussed during the Board's April 14, 2022 Work Session.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 8-c**

SUBJECT: Second Reading: Emergency Services Franchise by Ordinance – First Choice Medical Transport, LLC

DEPARTMENT: Emergency Services

ATTACHMENT(S):

- First Choice Franchise Agreement

INFORMATION CONTACT:

Kirby Saunders, Emergency Services
Director, (919) 245-6100
Kim Woodward, Emergency Medical
Services EMS Division Chief, (919)
245-6133

PURPOSE: To approve on Second Reading, in follow-up to First Reading approval at the Board's April 5, 2022 Business meeting, granting the renewal of a franchise agreement by ordinance to First Choice Medical Transport, LLC (First Choice) to provide routine convalescent transport services and surge capacity emergency services for basic life support (BLS) transportation. Approval on "Second Reading" is based on State law requirements that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC General Statute § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate

and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

First Choice has applied for Orange County Franchise renewal under the 2010 Franchise Ordinance. The application indicates First Choice is applying to provide the following services:

- Convalescent Transport Services, BLS Transport
- Emergency Services, BLS Transport

First Choice is headquartered in Cary, North Carolina and has been in service in the Wake County EMS System since 2011. Since 2011 First Choice has completed over 48,900 Basic Life Support (BLS) transports. First Choice has 48 employees and a fleet of 15 vehicles. First Choice has provided exemplary service in Orange County since 2016.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by First Choice and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provide also that the Board, prior to granting a franchise, must “find that the franchise applicant is in compliance with Chapter 131E, Article 7.”¹ Emergency Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that First Choice be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provide for a five-year franchise for the following:

Convalescent Transport Services

- Basic Life Support Transport Services

Emergency Services

- BLS Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue

¹ N.C. Gen. Stat. 153A-250(a).

Service and Granting of Franchise and Contracts to the Operators in the County of Orange and its amendments.

FINANCIAL IMPACT: First Choice is a private provider of ambulance services and maintains an independent budget. There is no financial impact to the County.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board:

1. On Second Reading grant a franchise for a five year term to First Choice Medical Transport, LLC for Basic Life Support Convalescent Transport Services and Emergency Services.
 - a. Convalescent Transport Services
 - Basic Life Support Transport Services
 - b. Emergency Services
 - Basic Life Support Transport Services
2. Approve the Franchise Agreement under which First Choice Medical Transport, LLC will operate during the five year period of franchise. As a condition of granting the Franchise, First Choice must enter into an Operations Agreement with Orange County within 90 days of granting the franchise which provides for the daily operational functions within the Orange County Emergency Services System; and
3. If approved on Second Reading, authorize the Chair to sign the Franchise Agreement after review by the County Attorney's Office.

**First Choice Medical Transport, LLC
Franchise Ordinance**

An Ordinance granting a non-exclusive Franchise (“hereafter Franchise”) to First Choice Medical Transport, LLC, (“the Grantee”) to operate Emergency Medical Basic Life Support Transportation Services and Convalescence Basic Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County (“the Grantor”), desires to assure the availability of Emergency Medical and Convalescent Basic Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Convalescence Basic Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Convalescent Basic Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Convalescent Basic Life Support Transportation Services within the Grantor’s jurisdiction;

WHEREAS, the proposed Emergency Medical and convalescent Basic Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

- a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Convalescent Basic Life Support Transportation Services (be an EMS and Convalescent Services provider) in the Franchise District upon the terms and conditions set forth herein.

- b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a. **Ambulance.** The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- b. **Ambulance Provider.** The term “ambulance provider” means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.
- c. **Approved.** The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N. C. Gen. Stat. §143B-165.
- d. **Advisory Committee or Committee.** The term “Advisory Committee” or “Committee” shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.
- e. **Contract.** The term “contract” shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.
- f. **Convalescent Transportation Services.** The term “convalescent transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- g. **County.** The term “County” shall mean Orange County and its Board of Commissioners or their designated representative(s).
- h. **Emergency.** The term “emergency” or “emergency transportation services” shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of

immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

- i. Emergency Services System or ESS. Emergency Services System or “ESS” shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.
- j. Emergency Medical Dispatcher or Telecommunicator. The term “emergency medical dispatcher” or “telecommunicator” shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.
- k. Emergency Medical Services. “Emergency Medical Services” or “EMS” means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual’s need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- l. Emergency Medical Services Instructor. “Emergency Medical Services Instructor” means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.
- m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

- n. Emergency Medical Technician (EMT). The term “emergency medical technician” means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.
- o. Emergency Medical Technician – Intermediate (EMT-I). The term “emergency medical technician - intermediate” means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.
- p. Emergency Medical Technician – Paramedic (EMT-P). The term “emergency medical technician - paramedic” means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.
- q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.
- r. First Responder. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.
- s. Franchise. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.
- t. Franchisee. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.

- u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.
- v. License. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.
- w. Medical Responder. “Medical Responder” shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.
- x. Medical Director. “Medical Director” shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the “North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection,” which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.
- y. Non-Emergency Transportation Services. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- z. Operation Protocols. “Operation Protocols” shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.
- aa. Operator. The term “operator” shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.
- bb. Owner. The term “owner” shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.
- cc. Patient. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

- dd. Person. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.
- ee. Practical Examination. “Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.
- ff. Rescue. The term “rescue” shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.
- gg. Rescue Squad or Rescue Unit. The term “rescue squad” or “rescue unit” shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.
- hh. Secondary Ambulance Provider. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- ii. Service. The term “service” shall mean the same as owner.
- jj. Treatment Protocols. “Treatment Protocols” shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.
- kk. Victim. The term “victim” shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

- a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee’s “EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the “Operation Agreement” to be

entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.

- i. Emergency Services Basic Life Support Transport Services
 - ii. Convalescent Basic Life Support Transport Services
- c. Grantee shall comply at all times with the requirements of “An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange (“EMS Franchise Ordinance”), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;
 - a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.
 - b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.
 - c. Professional working relationships shall be cooperative and collaborative in nature.
 - d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

- a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.
- b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.
- c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System (“ESS”) Plan

- a. Grantee shall comply with the Grantor's official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees' EMS System franchises has been suspended.
- b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

- a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.
- b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.
- c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.
- d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

- e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.
- f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.
- g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.
- h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.
- i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

- a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.
- b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.
- c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.
- d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

- e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

- f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.
- g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

- a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:
 - i. An operational two-way radio capable of establishing good quality voice communications from within the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;
 - ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and
 - iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.
- b. This subsection shall not apply to privately owned vehicles of Grantee's staff.
- c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.
- d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.
- e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

- a. Grantee shall maintain the following records:
 - i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.
 - ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.
 - iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.
 - iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.
 - v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.
- b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.
- c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."
- d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.
- e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the

number of convalescent calls, the total number of calls and the total number of patients transported.

- f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

- a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.
- b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.
- c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.
- d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:
 - i. the triage of patients to appropriate facilities;
 - ii. transport of patients to facilities outside of the system;
 - iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;
 - iv. A mechanism for reporting, monitoring and establishing standards for system response times;
 - v. A special events staffing plan;
 - vi. A disaster plan; and
 - vii. Mass gathering plan.
- e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.
- f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical

Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

- a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.
- b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.
- c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

- a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:
 - i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee providing for the following payment of injury and damages:
 - (a) In the minimum sum of \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and
 - (b) In the minimum sum of \$1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.
 - (c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the

Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.

- ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.
- b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.
- c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

- a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.
- b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

- d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

- a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.
- b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.
- c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.
- d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.
- e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.
- f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.
- g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

- a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.

- b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.
- c. Upon suspension, revocation, termination of a driver's license such person shall cease to drive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale") to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such prove. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

First Choice Medical Transport, LLC
123 Summer Lakes Drive
Cary, North Carolina 27513
Attn: Carol Varsano
(800) 380-7909

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

- a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred (\$500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.
- b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.
- c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.
- d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.
- e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a violation of this Franchise and Grantor may immediately terminate this Franchise without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of violation to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and

to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Carol Varsano, in his/her capacity as Member/Co-Owner of the First Choice Medical Transport, LLC and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

IN WITNESS WHEREOF, this First Choice Medical Transport, LLC Franchise Ordinance passed on First Reading on the 5th day of April, 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

Renee Price, Chair
Orange County Board of Commissioners

ATTEST:

Laura Jensen, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

**EXHIBIT A TO EMS SERVICES FRANCHISE FOR FIRST CHOICE
MEDICAL TRANSPORT, LLC
FRANCHISE DISTRICT**

Geographic Location: All of the County of Orange

**EXHIBIT B TO EMS SERVICES FRANCHISE FOR FIRST CHOICE MEDICAL
TRANSPORT, LLC**

(Note: Replace with Completed Exhibit B)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 8-d**

SUBJECT: Second Reading: Emergency Services Franchise by Ordinance – LifeStar
Emergency Services - 2023, LLC

DEPARTMENT: Emergency Services

ATTACHMENT(S):

- LifeStar Franchise Agreement

INFORMATION CONTACT:

Kirby Saunders, Emergency Services
Director, (919) 245-6100
Kim Woodward, Emergency Medical
Services EMS Division Chief, (919)
245-6133

PURPOSE: To approve on Second Reading, in follow-up to First Reading approval at the Board's April 5, 2022 Business meeting, granting the renewal of a franchise agreement by ordinance to LifeStar Emergency Services - 2023, LLC (LifeStar) to provide routine convalescent transport services and surge capacity emergency services for basic life support (BLS) transportation. Approval on "Second Reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with N.C. Gen. Stat. § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

LifeStar has applied for Orange County Franchise renewal under the 2010 Franchise Ordinance. The application indicates LifeStar is applying to provide the following services:

- Convalescent Transport Services, BLS Transport
- Emergency Services, BLS Transport

LifeStar is headquartered in Winston Salem, North Carolina, has been in service in the Forsyth County EMS System since 2009 and has expanded into five additional counties including Orange County. LifeStar provides approximately 18,000 Basic Life Support (BLS) transports annually. LifeStar has over 85 employees and a fleet of 31 vehicles. They have shown themselves to be responsive, prompt, and courteous. LifeStar has been in operation in Orange County since 2017.

Emergency Services has reviewed the renewal application, in conjunction with NC State Office of Emergency Medical Services, submitted by LifeStar and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provide also that the Board, prior to granting a franchise, must “find that the franchise applicant is in compliance with Chapter 131E, Article 7.”¹ Emergency Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that LifeStar be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five-year franchise for the following:

Convalescent Transport Services

- Basic Life Support Transport Services

Emergency Services

- BLS Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue

¹ N.C. Gen. Stat. 153A-250(a).

Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: LifeStar is a private provider of ambulance services and maintains an independent budget. There is no financial impact on the County.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board:

1. On Second Reading grant the renewal of a franchise for a five year term to LifeStar Emergency Services - 2023, LLC for Basic Life Support Convalescent Transport Services and Emergency Services.
 - a. Convalescent Transport Services
 - Basic Life Support Transport Services
 - b. Emergency Services
 - Basic Life Support Transport Services
2. Approve the Franchise Agreement under which LifeStar Emergency Services - 2023, LLC will operate during the five-year period of franchise. As a condition of granting the Franchise, LifeStar must enter into an Operations Agreement with Orange County within 90 days of granting the franchise which provides for the daily operational functions within the Orange County Emergency Services System; and
3. If approved on Second Reading, authorize the Chair to sign the Franchise Agreement after review by the County Attorney's Office.

ORD-2022-008

**LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services
Franchise Ordinance**

An Ordinance granting a non-exclusive Franchise (“hereafter Franchise”) to LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services (“the Grantee”) to operate Emergency Medical Basic Life Support Transportation Services and Convalescence Basic Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County (“the Grantor”), desires to assure the availability of Emergency Medical and Convalescent Basic Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Convalescence Basic Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Convalescent Basic Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Convalescent Basic Life Support Transportation Services within the Grantor’s jurisdiction;

WHEREAS, the proposed Emergency Medical and convalescent Basic Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

- a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Convalescent Basic Life Support

Transportation Services (be an EMS and Convalescent Services provider) in the Franchise District upon the terms and conditions set forth herein.

- b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a. **Ambulance.** The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- b. **Ambulance Provider.** The term “ambulance provider” means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.
- c. **Approved.** The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N. C. Gen. Stat. §143B-165.
- d. **Advisory Committee or Committee.** The term “Advisory Committee” or “Committee” shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.
- e. **Contract.** The term “contract” shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.
- f. **Convalescent Transportation Services.** The term “convalescent transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- g. **County.** The term “County” shall mean Orange County and its Board of Commissioners or their designated representative(s).

- h. Emergency. The term “emergency” or “emergency transportation services” shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- i. Emergency Services System or ESS. Emergency Services System or “ESS” shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.
- j. Emergency Medical Dispatcher or Telecommunicator. The term “emergency medical dispatcher” or “telecommunicator” shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.
- k. Emergency Medical Services. “Emergency Medical Services” or “EMS” means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual’s need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- l. Emergency Medical Services Instructor. “Emergency Medical Services Instructor” means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.
- m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical

facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

- n. Emergency Medical Technician (EMT). The term “emergency medical technician” means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.
- o. Emergency Medical Technician – Intermediate (EMT-I). The term “emergency medical technician - intermediate” means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.
- p. Emergency Medical Technician – Paramedic (EMT-P). The term “emergency medical technician - paramedic” means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.
- q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.
- r. First Responder. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

- s. Franchise. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.
- t. Franchisee. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.
- u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.
- v. License. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.
- w. Medical Responder. “Medical Responder” shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.
- x. Medical Director. “Medical Director” shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the “North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection,” which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.
- y. Non-Emergency Transportation Services. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- z. Operation Protocols. “Operation Protocols” shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.
- aa. Operator. The term “operator” shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.
- bb. Owner. The term “owner” shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.

- cc. Patient. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.
- dd. Person. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.
- ee. Practical Examination. “Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.
- ff. Rescue. The term “rescue” shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.
- gg. Rescue Squad or Rescue Unit. The term “rescue squad” or “rescue unit” shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.
- hh. Secondary Ambulance Provider. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- ii. Service. The term “service” shall mean the same as owner.
- jj. Treatment Protocols. “Treatment Protocols” shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.
- kk. Victim. The term “victim” shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

- a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee's "EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the "Operation Agreement" to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.
 - i. Emergency Services Basic Life Support Transport Services
 - ii. Convalescent Basic Life Support Transport Services

- c. Grantee shall comply at all times with the requirements of "An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange ("EMS Franchise Ordinance"), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;
 - a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.
 - b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.
 - c. Professional working relationships shall be cooperative and collaborative in nature.
 - d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

- a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.
- b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.

- c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System (“ESS”) Plan

- a. Grantee shall comply with the Grantor’s official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees’ EMS System franchises has been suspended.
- b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

- a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.
- b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.
- c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.
- d. Grantee shall comply with the Grantor’s official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized

Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

- e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.
- f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.
- g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.
- h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.
- i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

- a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.
- b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.
- c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.
- d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

- e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required

equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

- f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.
- g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

- a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:
 - i. An operational two-way radio capable of establishing good quality voice communications from within the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;
 - ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and
 - iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.
- b. This subsection shall not apply to privately owned vehicles of Grantee's staff.
- c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.
- d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall

be transmitted to the Emergency Communication Center within 24 hours of such change.

- e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

- a. Grantee shall maintain the following records:
 - i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.
 - ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.
 - iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.
 - iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.
 - v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.
- b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.
- c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."
- d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA),

Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.

- e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.
- f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

- a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.
- b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.
- c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.
- d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:
 - i. the triage of patients to appropriate facilities;
 - ii. transport of patients to facilities outside of the system;
 - iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;
 - iv. A mechanism for reporting, monitoring and establishing standards for system response times;
 - v. A special events staffing plan;
 - vi. A disaster plan; and
 - vii. Mass gathering plan.

- e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.
- f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

- a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.
- b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.
- c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

- a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:
 - i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:
 - (a) In the minimum sum of \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of

liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and

- (b) In the minimum sum of \$1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.
 - (c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.
- ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.
- b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.
 - c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

- a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

- b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

- a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.
- b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.
- c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.
- d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.
- e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.
- f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.

- g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

- a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.
- b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.
- c. Upon suspension, revocation, termination of a driver's license such person shall cease to drive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such price. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such

prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services
3475 Myer Lee Drive
Winston Salem, North Carolina 27101
Attn: Michel Lee Hoots
(336) 722-5433

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

- a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred (\$500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.
- b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.
- c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.
- d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.
- e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any

violation of the Orange County Non-Discrimination Policy is a violation of this Franchise and Grantor may immediately terminate this Franchise without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of violation to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Michael Lee Hoots, in his/her capacity as Director of the LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

This the 26th day of April, 2022

IN WITNESS WHEREOF, this LifeStar Emergency Services Franchise Ordinance passed on First Reading on the 5th day of April, 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

Renee Price, Chair
Orange County Board of Commissioners

ATTEST:

Laura Jenson, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

**EXHIBIT A TO EMS SERVICES FRANCHISE FOR LIFESTAR
EMERGENCY SERVICES – 2023 D/B/A LIFESTAR EMERGENCY SERVICES**

FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

EXHIBIT B TO EMS SERVICES FRANCHISE FOR LIFESTAR EMERGENCY SERVICES – 2023 D/B/A LIFESTAR EMERGENCY SERVICES

(Note: Replace with Completed Exhibit B)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 8-e**

SUBJECT: Second Reading: Emergency Services Franchise by Ordinance – South Orange Rescue Squad

DEPARTMENT: Emergency Services

ATTACHMENT(S):

- South Orange Rescue Squad Franchise Agreement

INFORMATION CONTACT:

Kirby Saunders, Emergency Services Director, (919) 245-6100
Kim Woodward, Emergency Medical Services EMS Division Chief, (919) 245-6133

PURPOSE: To approve on Second Reading, in follow-up to First Reading approval at the Board's April 5, 2022 Business meeting, granting the renewal of a franchise agreement by ordinance to South Orange Rescue Squad, Inc. (SORS) to continue providing emergency services basic life support transport service, special event coverage, as well as technical rescue services. Approval on "Second Reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC General Statute § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County. The franchise for rescue service is necessary to provide specialized rescue service for circumstances involving confined space, swift water, and other hazardous situations where other first responders may not have specialized training.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate

and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

SORS has applied for Orange County Franchise renewal under the 2010 Franchise Ordinance. The application indicates SORS is applying to provide the following services:

- Basic Life Support Transport
- EMT Non-Transport
- Confined Space
- High/Low Angle
- Swift Water
- Wilderness Search & Rescue

SORS is headquartered in Carrboro, North Carolina, has been in service in the Orange County EMS System since 1971. From the SORS website, "It is the Mission of South Orange Rescue Squad to foster high professional standards & acts of service by its membership to its community for the provision of Emergency, General and Technical Rescue Services. South Orange Rescue Squad seeks to carry out these spirited goals by organizing local residents and students, providing training and coordinating provision of services in conjunction with established professional agencies in Orange County, North Carolina and the University of North Carolina at Chapel Hill." SORS continues to provide these services as an all-volunteer agency with tremendous professionalism.

SORS provides a Basic Life Support ambulance seven nights per week, 365 days per year as well as provides a BLS ambulance from 6:00 am to 6:00 pm on Saturdays. In addition, SORS provides countless hours of special event coverage for sporting events, mass gatherings, etc. SORS also provides CPR courses free of charge to the community and has provided this life saving training to Spanish speaking residents.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by SORS and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provides also that the Board, prior to granting a franchise, must "find that the franchise applicant is in compliance with Chapter 131E, Article 7."¹ Emergency

¹ N.C. Gen. Stat. 153A-250(a).

Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

The agreement with ambulance and rescue service provider, SORS, has reached the end of its term. Staff is recommending that SORS be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five-year franchise for the following:

Emergency Services

- Basic Life Support Transport Services
- EMT Non-transport

Rescue Services

- Confined Space
- High/Low Angle
- Swift Water
- Wilderness Search & Rescue

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: SORS is a non-profit corporation provider of ambulance services and maintains an independent budget. There is no financial impact to the County

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board:

1. On Second Reading grant the renewal of a franchise for a five year term to South Orange Rescue Squad, Inc. for Emergency Services and Rescue Services.
 - a. Emergency Services
 - Basic Life Support Transport Services
 - EMT Non-Transport
 - b. Rescue Services
 - Confined Space

- High/Low Angle
 - Swift Water
 - Wilderness Search & Rescue
2. Approve the Franchise Agreement under which South Orange Rescue Squad, Inc. will operate during the five-year period of franchise. As a condition of granting the Franchise within the 90 days of the granting of the Franchise, SORS will enter into an Operations Agreement with Orange County that provides for the daily operational functions within the Orange County Emergency Services System; and
 3. If approved on Second Reading, authorize the Chair to sign the Franchise Agreement after review by the County Attorney's Office.

ORD-2022-009

South Orange Rescue Squad, Inc. Franchise Ordinance

An Ordinance granting a non-exclusive Franchise (“hereafter Franchise”) to South Orange Rescue Squad, Inc., a North Carolina Non-Profit Corporation (“the Grantee”) to operate Emergency Medical Services and Rescue Services in Orange County, North Carolina.

WHEREAS, Orange County (“the Grantor”), desires to assure the availability of Emergency Medical Services and Rescue Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Rescue Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Rescue Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Rescue Services within the Grantor’s jurisdiction;

WHEREAS, the proposed Emergency Medical and Rescue Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

- a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Rescue Services (be an EMS and Rescue Services provider) in the Franchise District upon the terms and conditions set forth herein.
- b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a. Ambulance. The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- b. Ambulance Provider. The term “ambulance provider” means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.
- c. Approved. The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N. C. Gen. Stat. §143B-165.
- d. Advisory Committee or Committee. The term “Advisory Committee” or “Committee” shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.
- e. Contract. The term “contract” shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.
- f. Convalescent Transportation Services. The term “convalescent transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- g. County. The term “County” shall mean Orange County and its Board of Commissioners or their designated representative(s).
- h. Emergency. The term “emergency” or “emergency transportation services” shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- i. Emergency Services System or ESS. Emergency Services System or “ESS” shall mean a coordinated arrangement of local resources under the authority

of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.

- j. Emergency Medical Dispatcher or Telecommunicator. The term “emergency medical dispatcher” or “telecommunicator” shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.
- k. Emergency Medical Services. “Emergency Medical Services” or “EMS” means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual’s need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- l. Emergency Medical Services Instructor. “Emergency Medical Services Instructor” means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.
- m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.
- n. Emergency Medical Technician (EMT). The term “emergency medical technician” means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical

Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.

- o. Emergency Medical Technician – Intermediate (EMT-I). The term “emergency medical technician - intermediate” means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.
- p. Emergency Medical Technician – Paramedic (EMT-P). The term “emergency medical technician - paramedic” means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.
- q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.
- r. First Responder. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.
- s. Franchise. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.
- t. Franchisee. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.
- u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.

- v. License. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.
- w. Medical Responder. “Medical Responder” shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.
- x. Medical Director. “Medical Director” shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the “North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection,” which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.
- y. Non-Emergency Transportation Services. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- z. Operation Protocols. “Operation Protocols” shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.
- aa. Operator. The term “operator” shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.
- bb. Owner. The term “owner” shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.
- cc. Patient. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.
- dd. Person. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.

- ee. Practical Examination. “Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.
- ff. Rescue. The term “rescue” shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.
- gg. Rescue Squad or Rescue Unit. The term “rescue squad” or “rescue unit” shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.
- hh. Secondary Ambulance Provider. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- ii. Service. The term “service” shall mean the same as owner.
- jj. Treatment Protocols. “Treatment Protocols” shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.
- kk. Victim. The term “victim” shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

- a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee’s “EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the “Operation Agreement” to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.
 - i. Emergency Services
 - ii. Rescue Services

- c. Grantee shall comply at all times with the requirements of “An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange (“EMS Franchise Ordinance”), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;
 - a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.
 - b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.
 - c. Professional working relationships shall be cooperative and collaborative in nature.
 - d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

- a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.
- b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.
- c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System (“ESS”) Plan

- a. Grantee shall comply with the Grantor’s official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees’ EMS System franchises has been suspended.

- b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

- a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.
- b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.
- c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.
- d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.
- e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.
- f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.

- g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.
- h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.
- i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

- a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.
- b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.
- c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.
- d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

- e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.
- f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.
- g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

- a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:
 - i. An operational two-way radio capable of establishing good quality voice communications from within the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;
 - ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and
 - iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.
- b. This subsection shall not apply to privately owned vehicles of Grantee's staff.
- c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.
- d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.
- e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

- a. Grantee shall maintain the following records:
 - i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

- ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.
 - iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.
 - iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.
 - v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.
- b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.
 - c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."
 - d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.
 - e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.
 - f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

- a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.
- b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.
- c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.
- d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:
 - i. the triage of patients to appropriate facilities;
 - ii. transport of patients to facilities outside of the system;
 - iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;
 - iv. A mechanism for reporting, monitoring and establishing standards for system response times;
 - v. A special events staffing plan;
 - vi. A disaster plan; and
 - vii. Mass gathering plan.
- e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.
- f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

- a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more nor less than the authorized rates without specific authorization from the Grantor.
- b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.
- c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

- a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:
 - i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee providing for the following payment of injury and damages:
 - (a) In the minimum sum of \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and
 - (b) In the minimum sum of \$1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.
 - (c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected

by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.

- ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.
- b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.
- c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

- a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.
- b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

- a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.
- b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.
- c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.
- d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.
- e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.
- f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.
- g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

- a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.
- b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.
- c. Upon suspension, revocation, termination of a driver's license such person shall cease to drive an ambulance or other EMS Service Vehicle. Upon

suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

- d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale") to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such price. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such price, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title by warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

Chair, Board of Directors
South Orange Rescue Squad, Inc.
Post Office Box 128
Carrboro, North Carolina 27510-0128
(919) 967-1515

Section 19. Severability

If any Section, subsection, sentence, Clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

- a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred (\$500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the

Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.

- b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.
- c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.
- d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.
- e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and Grantor may immediately terminate this Agreement without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Fred Stipe, in his/her capacity as Chair of the Board of Directors of the South Orange Rescue Squad, Inc., and on behalf of that agency, does hereby accept and

South Orange Rescue Squad, Inc.

EMS Franchise Agreement

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Rec.

approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

IN WITNESS WHEREOF, this South Orange Rescue Squad, Inc. Franchise Ordinance passed on First Reading on the 5th day of April, 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

Renee Price, Chair
Orange County Board of Commissioners

ATTEST:

Laura Jensen, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

**EXHIBIT A TO EMS SERVICES FRANCHISE FOR TECHNICAL
RESCUE SERVICES, INC., A NORTH CAROLINA NON-PROFIT
CORPORATION**

FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

**EXHIBIT B TO EMS SERVICES FRANCHISE FOR SOUTH ORANGE RESCUE
SQUAD, INC., A NORTH CAROLINA NON-PROFIT CORPORATION**

(Note: Replace with Exhibit B)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 8-f**

SUBJECT: Second Reading: Emergency Services Franchise by Ordinance – North State Medical Transport

DEPARTMENT: Emergency Services

ATTACHMENT(S):

- North State Franchise Agreement

INFORMATION CONTACT:

Kirby Saunders, Emergency Services
Director, (919) 245-6100
Kim Woodward, Emergency Medical
Services EMS Division Chief, (919)
245-6133

PURPOSE: To approve on Second Reading, in follow-up to First Reading approval at the Board's April 5, 2022 Business meeting, granting the renewal and upgrade of a franchise agreement by ordinance to North State Investment Group, LLC d/b/a North State Medical Transport (North State) and the Franchise Agreement under which they will operate. Approval on "Second Reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC Gen. Stat. § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

North State has applied for renewal of its 2017 Franchise Ordinance. In its submitted application, North State has also indicated an upgrade. The application indicates North State is applying to provide the following services:

- Convalescent Transport Services, ALS Transport
- Convalescent Transport Services, BLS Transport
- Emergency Services, BLS Transport (Special Event Coverage)

North State is headquartered in Raleigh North Carolina, has been in service in the Orange County EMS System since 2010. North State expanded services and now operates in fifteen North Carolina counties, eight of which are at the advanced life support level. North State provides over 16,000 scheduled transports annually. In recent years North State has focused primarily on the needs of hospital systems as well as nursing homes and private residents. North State employs over 90 EMS providers and operates a fleet of 18 vehicles. North State has a professional management team and provides exceptional customer service. There have been no reported issues with their level of service in Orange County.

In addition to scheduled non-emergency Basic Life Support Transportation, North State provided special event ambulance standby coverage at both Cedar Ridge and Orange High Schools during football seasons.

North State has been willing to expand their service delivery to the Convalescent Transport Services, ALS transport level in Orange County to meet the growing needs of Interfacility ambulance transports between UNC Hillsborough and UNC Main Campus. After discussion with both facilities, the volume of these Interfacility transports are outpacing the capabilities of Carolina Air Care.

The County continues to maintain an excellent working relationship with North State.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by North State and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provides also that the Board, prior to granting a franchise, must “find that the franchise applicant is in compliance with Chapter 131E, Article 7.”¹ Emergency

¹ N.C. Gen. Stat. 153A-250(a).

Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that North State be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five-year franchise for the following:

Convalescent Transport Services

- Advanced Life Support Transport Services
- Basic Life Support Transport Services

Emergency Services

- BLS Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: North State is a private provider of ambulance services and maintains an independent budget. There is no financial impact to the County.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board:

1. On Second Reading grant a franchise for a five year term to North State Investment Group, LLC d/b/a North State Medical Transport for Basic Life Support Convalescent Transport Services and Emergency Services as provided below:
 - a. Convalescent Transport Services
 - Advanced Life Support Transport Services
 - Basic Life Support Transport Services
 - b. Emergency Services
 - Basic Life Support Transport Services
2. Approve the Franchise Agreement under which North State Investment Group, LLC d/b/a North State Medical Transport will operate during the five-year period of franchise. As a condition of granting the Franchise within the 90 days of the granting of the

Franchise, North State will enter into an Operations Agreement with Orange County that provides for the daily operational functions within the Orange County Emergency Services System.

3. If approved on Second Reading, authorize the Chair to sign the Franchise Agreement after review by the County Attorney's Office.

ORD-2022-010

**North State Investment Group, LLC d/b/a North State Medical Transport
Franchise Ordinance**

An Ordinance granting a non-exclusive Franchise (“hereafter Franchise”) to North State Investment Group, LLC d/b/a North State Medical Transport (“the Grantee”) to operate Emergency Medical Basic Life Support Transportation Services and Convalescence Basic and Advanced Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County (“the Grantor”), desires to assure the availability of Emergency Medical and Convalescent Basic and Advanced Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Convalescence Basic and Advanced Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Convalescent Basic and Advanced Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Convalescent Basic and Advanced Life Support Transportation Services within the Grantor’s jurisdiction;

WHEREAS, the proposed Emergency Medical and convalescent Basic and Advanced Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

- a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Convalescent Basic and Advanced Life

Support Transportation Services (be an EMS and Convalescent Services provider) in the Franchise District upon the terms and conditions set forth herein.

- b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a. **Ambulance.** The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- b. **Ambulance Provider.** The term “ambulance provider” means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.
- c. **Approved.** The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N. C. Gen. Stat. §143B-165.
- d. **Advisory Committee or Committee.** The term “Advisory Committee” or “Committee” shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.
- e. **Contract.** The term “contract” shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.
- f. **Convalescent Transportation Services.** The term “convalescent transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- g. **County.** The term “County” shall mean Orange County and its Board of Commissioners or their designated representative(s).

- h. Emergency. The term “emergency” or “emergency transportation services” shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- i. Emergency Services System or ESS. Emergency Services System or “ESS” shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.
- j. Emergency Medical Dispatcher or Telecommunicator. The term “emergency medical dispatcher” or “telecommunicator” shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.
- k. Emergency Medical Services. “Emergency Medical Services” or “EMS” means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual’s need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- l. Emergency Medical Services Instructor. “Emergency Medical Services Instructor” means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.
- m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The

committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

- n. Emergency Medical Technician (EMT). The term “emergency medical technician” means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.
- o. Emergency Medical Technician – Intermediate (EMT-I). The term “emergency medical technician - intermediate” means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.
- p. Emergency Medical Technician – Paramedic (EMT-P). The term “emergency medical technician - paramedic” means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.
- q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.
- r. First Responder. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

- s. Franchise. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.
- t. Franchisee. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.
- u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.
- v. License. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.
- w. Medical Responder. “Medical Responder” shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.
- x. Medical Director. “Medical Director” shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the “North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection,” which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.
- y. Non-Emergency Transportation Services. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- z. Operation Protocols. “Operation Protocols” shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.
- aa. Operator. The term “operator” shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.

- bb. Owner. The term “owner” shall mean any person or entity who owns an ambulance or provides a service covered by this Ordinance.
- cc. Patient. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.
- dd. Person. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.
- ee. Practical Examination. “Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.
- ff. Rescue. The term “rescue” shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.
- gg. Rescue Squad or Rescue Unit. The term “rescue squad” or “rescue unit” shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.
- hh. Secondary Ambulance Provider. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- ii. Service. The term “service” shall mean the same as owner.
- jj. Treatment Protocols. “Treatment Protocols” shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

- kk. Victim. The term “victim” shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

- a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee’s “EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the “Operation Agreement” to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.
- i. Emergency Services Basic Life Support Transport Services
 - ii. Convalescent Basic Life Support Transport Services
 - iii. Convalescent Advanced Life Support Transport Services
- c. Grantee shall comply at all times with the requirements of “An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange (“EMS Franchise Ordinance”), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;
- a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.
 - b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.
 - c. Professional working relationships shall be cooperative and collaborative in nature.
 - d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

- a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.

- b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.
- c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System (“ESS”) Plan

- a. Grantee shall comply with the Grantor’s official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees’ EMS System franchises has been suspended.
- b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

- a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.
- b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.
- c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such

driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.

- d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.
- e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.
- f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.
- g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.
- h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.
- i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

- a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.
- b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.
- c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.
- d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

- e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.
- f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.
- g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

- a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:
 - i. An operational two-way radio capable of establishing good quality voice communications from within the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;
 - ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and
 - iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.
- b. This subsection shall not apply to privately owned vehicles of Grantee's staff.
- c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make

available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.

- d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.
- e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

- a. Grantee shall maintain the following records:
 - i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.
 - ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.
 - iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.
 - iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.
 - v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.
- b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.

- c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in “North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection.”
- d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.
- e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.
- f. Grantee may inspect Grantee’s records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor’s shall inspect the Grantee’s records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

- a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.
- b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.
- c. Grantee shall comply with the Grantor’s plan for Medical Oversight and Written Treatment Protocols.
- d. Grantee shall comply with the Grantor’s written plan to address the management of the EMS System including:
 - i. the triage of patients to appropriate facilities;
 - ii. transport of patients to facilities outside of the system;
 - iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;
 - iv. A mechanism for reporting, monitoring and establishing standards for system response times;

- v. A special events staffing plan;
 - vi. A disaster plan; and
 - vii. Mass gathering plan.
- e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.
 - f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

- a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.
- b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.
- c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

- a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:

- i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:
 - (a) In the minimum sum of \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and
 - (b) In the minimum sum of \$1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.
 - (c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.
- ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.
- b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.
- c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

- a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or

collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

- b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

- a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.
- b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.
- c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.
- d. Grantee's staff shall not wear or carry aboard any ambulance or other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.

- e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.
- f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.
- g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

- a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.
- b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.
- c. Upon suspension, revocation, termination of a driver's license such person shall cease to drive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to sell an Asset

shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such prove. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

North State Investment Group, LLC d/b/a North State Medical Transport
1240 Corporate Parkway

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Raleigh, North Carolina 27610
Attn: Stuart Coward
(919) 261-8911

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

- a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred (\$500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.
- b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.
- c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.
- d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.
- e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a violation of this Franchise and Grantor may immediately terminate this Franchise without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of violation to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Stuart Coward, in his/her capacity as Chief Executive Officer of the North State Investment Group, LLC d/b/a North State Medical Transport and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

IN WITNESS WHEREOF, this North State Investment Group, LLC Franchise Ordinance passed on First Reading on the 5th day of April 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

Renee Price, Chair
Orange County Board of Commissioners

ATTEST: _____

North State Investment Group, LLC d/b/a North State Medical Transport
EMS Franchise Agreement
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Laura Jensen, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

**EXHIBIT A TO EMS SERVICES FRANCHISE FOR NORTH STATE
INVESTMENT GROUP, LLC D/B/A NORTH STATE MEDICAL TRANSPORT**

FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

**EXHIBIT B TO EMS SERVICES FRANCHISE FOR NORTH STATE
INVESTMENT GROUP, LLC D/B/A NORTH STATE MEDICAL TRANSPORT**

(Note: Replace with Completed Exhibit B)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 8-g

SUBJECT: Resolution Approving the Sale of Two Frontend Loading Vehicles to the City of Rocky Mount, NC

DEPARTMENT: Solid Waste

ATTACHMENT(S):
Resolution

INFORMATION CONTACT:
Robert Williams, 919-918-4904

PURPOSE: To approve a resolution authorizing the selling of two frontend loading vehicles to the City of Rocky Mount, NC.

BACKGROUND: Orange County Solid Waste was contacted by the City of Rocky Mount Public Works Department with a request for assistance. Due to major mechanical failures and supply chain issues, the City of Rocky Mount asked if Orange County Solid Waste was able to assist.

The Department has two frontend loading vehicles that were removed from service and were slated to be sold at auction, specifically

- 2009 Peterbilt Frontend Loader Vehicle VIN 3BPZL00XX9F719122; and
- 2009 Peterbilt Frontend Loader Vehicle VIN 3BPZXOEX19FT19779

The Department proposes selling the vehicles to the Town of Rocky Mount for \$60,000 each.

FINANCIAL IMPACT: The financial impact will be receipt of a total of \$120,000 in revenue or \$60,000 per vehicle sold. According to information received, this is a fair value for the sale of the vehicles.

SOCIAL JUSTICE IMPACT: There is no Orange County Social Justice impact associated with this item.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the attached resolution authorizing the sale of both frontend loading vehicles to the City of Rocky Mount, NC as detailed above.

ORANGE COUNTY BOARD OF COMMISSIONERS

Resolution Authorizing Conveyance of Property to Another Unit of Government in North Carolina Pursuant to G.S. 160A-274

WHEREAS, Orange County owns a 2009 Peterbilt Frontend Loader VIN 3BPZL00XX9F719122 (hereinafter “Front Load Unit #1”) and a 2009 Peterbilt Frontend Loader VIN 3BPZXOEX19FT19779 (hereinafter “Front Load Unit #2”); and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Orange County has determined that it is in the best interest of the County to convey Front Load Unit #1 and Front Load Unit #2 to The City of Rocky Mount, a North Carolina municipality, and deems it wise to do so for \$60,000 for Front Load Unit #1 and \$60,000 for Front Load Unit #2;

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY RESOLVES THAT:

1. Orange County for and in consideration of the payment set forth below hereby authorizes the conveyance to The City of Rocky Mount of the following property:
 - one 2009 Peterbilt Frontend Loader Vehicle VIN 3BPZL00XX9F719122 (Front Load Unit #1), and
 - one 2009 Peterbilt Frontend Loader Vehicle VIN 3BPZXOEX19FT19779 (Front Load Unit #2);
2. The property herein described shall be conveyed for \$60,000 for Front Load Unit #1 and \$60,000 for Front Load Unit #2, being a total of \$120,000 for both units; and
3. The Chair of the Orange County Board of County Commissioners is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the 26th day of April, 2022.

By:

Attest:

Renee Price, Chair
Orange County Board of Commissioners

Laura Jensen, Clerk to the Board

ORD-2022-011

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 8-h

SUBJECT: Fiscal Year 2021-22 Budget Amendment #10

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

Attachment 1. Year-to-Date Budget
Summary

INFORMATION CONTACT:

Rebecca Crawford, (919) 245-2152
Gary Donaldson, (919) 245-2453

PURPOSE: To approve a budget amendment for Fiscal Year 2021-22.

BACKGROUND:

School Funding

- \$1,232,000 in General Obligation bond capacity is available for the remaining \$14.4 million final tranche in 2016 school bonds, which were originally intended to reimburse the County for initial planning funds provided to the schools as included in the FY 2015-20 Capital Investment Plan (CIP). Due to increased need in the school districts and the advice of the County's Bond Counsel, staff proposes that the County instead release this funding for both school districts. The funds will be allocated to the schools based on the April 2022 most recent average daily membership (ADM), providing \$724,200 to Chapel Hill-Carrboro City Schools (CHCCS) and \$507,800 to Orange County Schools (OCS). CHCCS will apply its funds towards the Chapel Hill High School Renovation project, and OCS will apply its funds to the Mechanical Systems Project. This amends the following capital project ordinances in the School Capital Fund.

Chapel Hill High School (\$724,200) - Project # 53001

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
2016 Bonds	\$70,561,132	\$724,200	\$71,285,332
Alternative Financing	\$1,724,900	\$0	\$1,724,900
Transfer from General Fund	\$8,992	\$0	\$8,992
Total Project Funding	\$72,295,024	\$724,200	\$73,019,224

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Expenditures	\$72,295,024	\$724,200	\$73,019,224
Total Costs	\$72,295,024	\$724,200	\$73,019,224

Orange County Schools Mechanical Systems (\$507,800) - Project # 51038

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
2016 Bonds	\$21,666,171	\$507,800	\$22,173,971
2/3 Net Debt	\$50,000	\$0	\$50,000
Lottery Proceeds	\$75,218	\$0	\$75,218
Appropriated Fund Balance	\$258	\$0	\$258
Transfer from General Fund	\$1,117,927	\$0	\$1,117,927
Total Project Funding	\$22,909,574	\$507,800	\$23,417,374

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Expenditures	\$22,909,574	\$507,800	\$23,417,374
Total Costs	\$22,909,574	\$507,800	\$23,417,374

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

203 Library Project

- At the March 15, 2022 Board of County Commissioners Business meeting, the Board approved the Guaranteed Maximum Price (GMP) for the 203 Project. The GMP for this project required \$5,400,333 in additional funding. The Board approved using \$3,000,000 in reserved capital funding, and \$2,400,333 in additional debt financing to fund the GMP. This amendment amends the following capital project ordinances to authorize this change. This increases the County Capital budget by \$2,400,333, outside of the General Fund. This represents the County's 55.5% share of this project.

Orange County Southern Branch Library (\$5,400,333) - Project # 10050

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Transfer from General Fund	\$264,000	\$3,000,000	\$3,264,000
Alternative Financing	\$16,565,105	\$2,400,333	\$18,965,438
Total Project Funding	\$16,829,105	\$5,400,333	\$22,229,438

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Southern Branch Library Expenditures	\$16,829,105	\$5,400,333	\$22,229,438
Total Costs	\$16,829,105	\$5,400,333	\$22,229,438

Future Capital Needs (-\$3,000,000) - Project # 19900

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Transfer from General Fund	\$4,000,000	(\$3,000,000)	\$1,000,000
Total Project Funding	\$4,000,000	(\$3,000,000)	\$1,000,000

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Unallocated	\$4,000,000	(\$3,000,000)	\$1,000,000
Total Costs	\$4,000,000	(\$3,000,000)	\$1,000,000

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Rogers Road Community Center Expansion

3. The County has retained an architect to research the need to expand the Rogers Road Community Center at 101 Edgar Street, Chapel Hill. The County will utilize \$16,500 in Social Justice Reserve Funds to engage in the initial feasibility study. The study will research the vision for the Center, the program needs, and the square footage requirements for future expansion options. This amendment transfers \$16,500 from the Social Justice Reserve to the County Capital to begin this work. The Social Justice Reserve will have \$171,196 remaining after this amendment to be allocated as other needs arise.

Rogers Road Community Center Expansion (\$16,500) - Project # 10083

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Transfer from General Fund	\$0	\$16,500	\$16,500
Total Project Funding	\$0	\$16,500	\$16,500

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
RENA Expansion Expenses	\$0	\$16,500	\$16,500
Total Costs	\$0	\$16,500	\$16,500

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Housing & Community Development Department

- The Foundation for Health Leadership and Innovation (FHLI) has awarded \$99,988 to the Orange County Housing & Community Development to increase utilization of the NCCARE360 referral tool and help people connect to needed services in the community. These funds will create two full time equivalent (FTE) positions – a 1.0 FTE Team Lead for the Housing Helpline, and a .5 FTE funding for an existing, American Rescue Plan Act (ARPA)-funded Housing Locator, who will help people find affordable housing units. The grant will fund the positions from until the end of May 2023. This increases the Community Development Fund, outside of the General Fund.
- The Housing & Community Development Department requests \$171,196 from the Social Justice Reserve Fund to support the costs of the Isolation Hotel program for people experiencing homelessness from November 2021 through June 30, 2022. Since November 2021, the Department has served 31 people experiencing homelessness who tested positive for COVID-19 in the Isolation Hotel program. The County provided 326 hotel nights, transportation to and from the hotel, food and beverages, light case management, coordination with public health experts in the Health Department, and addressed other client needs as they presented. This program is not considered eligible for Federal Emergency Management Agency (FEMA) COVID Public Assistance funding.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to these items:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Economic Development

6. The Orange County Economic Development Department received donations and grants in previous years from North Carolina Railroad and the Wallace Center Foundation for a total balance of \$29,413. Economic Development requests to appropriate \$17,313 of this donation and grant revenue into the existing Article 46-funded Small Business Grant program (\$11,313) and the Agriculture Grant program (\$6,000). The grant program funds will be used to make additional grants specifically to assist start-up operations which are not presently eligible to apply for financial assistance, according to both grant programs' guidelines. The remaining \$12,100 will be used for a subscription to CoStar, a tool to help market the County's available sites and buildings (\$9,600), and marketing rail-served industrial sites located in the Buckhorn Economic Development District (\$2,500). This amendment provides for the appropriation of these funds in the Article 46 Sales Tax Fund.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

Visitors Bureau

7. The Chapel Hill/Orange County Visitors Bureau has received a \$3,500 contribution from the Town of Chapel Hill for assistance in opening the new Visitors Center location. The funds will be used to purchase reopening materials and signage. This amendment provides for the receipt of these funds in the Visitors Bureau Fund, outside of the General Fund.

SOCIAL JUSTICE IMPACT: There are no Orange County Social Justice Goals applicable to this item.

Emergency Services

8. Orange County Emergency Services has received \$500 in Community Giving donated funds from The Hillsborough Exchange Club. These funds will assist with purchasing public education materials for the Fire and Life Safety Division. These funds will be appropriated in the General Fund for that purpose.

9. Orange County Emergency Services has received additional grant funds totaling \$12,695 from the N.C. Department of Crime Control and Public Safety related to the Emergency Management Performance Grant awards. The department plans to use these funds to assist in maintaining the comprehensive Emergency Management Program. Specifically, these funds will go towards contract services to revise the Orange County Emergency Operations Plan, training and education to support of emergency management and response personnel, and equipment acquisition to address response gaps. This budget amendment provides for the receipt of these grant funds, outside of the General Fund, and amends the following grant project ordinance:

Emergency Management Performance Grant (\$12,695) - Project # 71049

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
EM Performance Grant Funds	\$538,323	\$12,695	\$551,018
Total Project Funding	\$538,323	\$12,695	\$551,018

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
EM Performance Grant	\$538,323	\$12,695	\$551,018
Total Costs	\$538,323	\$12,695	\$551,018

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

Health Department

10. The Orange County Health Department has received an award of \$29,434 from Duke University to be used to supplement the salary and benefits of one (1) Human Services Program Manager to implement the North Carolina Integrated Care for Kids Model (NC InCK). The goal of NC InCK is to provide efficient, optimal physical and behavioral healthcare for children ages birth to 21 who receive services through North Carolina's Medicaid or Children's Health Insurance (CHIP) program. The award term is January 2022 to December 2022. This budget amendment provides for the receipt of these grant funds in the multi-year grants fund, and amends the following grant project ordinance:

NC Integrated Care for Kids (\$29,434) - Project # 71126

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
NC InCK Grant	\$25,592	\$29,434	\$55,026
Total Project Funding	\$25,592	\$29,434	\$55,026

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
NC InCK Expenditures	\$25,592	\$29,434	\$55,026
Total Costs	\$25,592	\$29,434	\$55,026

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Department of Social Services

11. The Department of Social Services has received a one-time award of \$15,595 from the Division of Aging and Adult Services American Rescue Plan Act (ARPA) Funds to assist adults to age in place, eliminate unnecessary institutionalization, and promote opportunities to return to a community-based setting when possible.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Library Services

12. Orange County Library Services has received additional State Aid funds of \$4,692 from the State Library of North Carolina. This brings the total budgeted funds to \$104,492 in FY 2021-22. The department has also received a \$1,000 donation from the Triangle Community Foundation. Both of these additional funds will be used to increase cataloging efforts to better tag and trace Diversity, Equity and Inclusion (DEI) library collection material within the collection.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Efland Emergency Services Substation

13. On April 12, 2022, Orange County received sealed bids to perform construction on the Efland Substation. Due to high inflation in the construction market, the bids came in over the project's budget. The total cost to complete the Efland Substation will need to increase from \$4,375,000 to \$6,706,000, or by \$2,331,000. It is proposed that \$1,000,000 be transferred in pay-as-you-go funding from the Future Capital Needs project and the remaining \$1,331,000 come from additional financing authorization. This amends the following project budgets in the County Capital Fund, outside of the General Fund.

Future ES Substations (\$2,331,000) - Project # 10053

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$8,720,000	\$1,331,000	\$10,051,000
Transfer from General Fund	\$50,000	\$1,000,000	\$1,050,000
Total Project Funding	\$8,770,000	\$2,331,000	\$11,101,000

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Expenditures	\$8,770,000	\$2,331,000	\$11,101,000
Total Costs	\$8,770,000	\$2,331,000	\$11,101,000

Future Capital Needs (-\$1,000,000) - Project # 19900

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Transfer from General Fund	\$1,000,000	(\$1,000,000)	\$0
Total Project Funding	\$1,000,000	(\$1,000,000)	\$0

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Unallocated	\$1,000,000	(\$1,000,000)	\$0
Total Costs	\$1,000,000	(\$1,000,000)	\$0

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

FINANCIAL IMPACT: Financial impacts are included in the background information above. The General Fund will increase by \$21,787, the Grants Fund will increase by \$42,129, the Community Development Fund will increase by \$99,988, the Visitors Bureau Fund will increase by \$3,500, the County Capital Fund will increase by \$3,747,833, the Long Range School Capital Fund will increase by \$232,000, and the Article 46 Sales Tax Fund will increase by \$29,413.

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts associated with this item.

RECOMMENDATION(S): The Manager recommends the Board approve the budget amendment for Fiscal Year 2021-22.

Year-To-Date Budget Summary

Fiscal Year 2021-22

Fund Budget Summary	General Fund	Grants Fund	Community Development Fund	Visitors Bureau Fund	County Capital	Long Range School Capital Fund	Article 46 Sales Tax Fund
Original Budget	\$240,762,361	\$552,076	\$948,056	\$1,432,667	\$0	\$0	\$4,040,576
Additional Revenue Received Through Budget Amendment #10 (April 26, 2022)							
Grant Funds	\$3,529,756	\$267,272	\$1,965,489	\$16,619	\$1,072,716		\$29,413
Non Grant Funds	\$820,459	\$12,767		\$614,489	\$4,652,056	\$232,000	
Fund Balance for Anticipated Appropriations (i.e. Encumbrances)	\$1,142,948						
Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	\$11,299,957			\$72,760	\$4,454,000		
Total Amended Budget	\$257,555,481	\$832,115	\$2,913,545	\$2,136,535	\$10,178,772	\$232,000	\$4,069,989
Dollar Change in 2021-22 Approved Budget	\$16,793,120	\$280,039	\$1,965,489	\$703,868	\$10,178,772	\$232,000	\$29,413
% Change in 2021-22 Approved Budget	6.97%	50.72%	207.32%	49.13%	100.00%	100.00%	\$0

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	947.980	5.000	11.500	7.000	0.000	0.000	3.000
Changes to Full Time Equivalent Positions	4.625		2.000				
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2021-22	952.605	5.000	13.500	7.000	0.000	0.000	3.000

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No.** 8-i

SUBJECT: Approval of Contract Accepting Housing Staff Grant Funding from the Foundation for Health Leadership and Innovation

DEPARTMENT: Housing and Community
Development

ATTACHMENT(S):

1. FNLI Contract

INFORMATION CONTACT:

Corey Root, 919-245-2492

PURPOSE: To approve a contract accepting a grant from the Foundation for Health Leadership and Innovation (FHLI) for two new positions in the Housing Department – a Team Lead for the Housing Helpline and partial funding for a Housing Locator position (to be paired with ARPA funding authorized in FY 2021-22 to create a 1.0 full time equivalent (FTE) position).

BACKGROUND: The Foundation for Health Leadership and Innovation awarded \$99,988 to Orange County on March 31, 2022 as part of the NCCARE360 Community Organization Health Equity Grant competition. FHLI awarded 15 community organizations in 10 counties to support the growth of NCCARE360. NCCARE360 is a statewide online referral network connecting health care and human services. Service providers can electronically refer clients to community resources via NCCARE360, and also track the status of those referrals, give feedback, and follow up.

Orange County was awarded funding to support two staff positions:

1.0 FTE Funding for Coordinated Entry Team Lead

This position provides leadership and guidance to the Housing Helpline team that directs customer service to people in housing crisis, assisting people as they navigate housing resources for homelessness prevention, emergency response involving shelter, and permanent housing. The staff member in this position will:

- Provide direct supervision for Housing Helpline team members, including conducting weekly individual check-ins and weekly team meetings
- Serve as point of contact for referrals coming from and referrals made via NCCARE360
- Provide technical assistance to community agencies seeking to use NCCARE360 for coordinated entry referrals

- Conduct analysis of NCCARE360 referrals received by Housing Helpline staff, and made by Housing Helpline staff and provide feedback to OCPEH Homeless Programs Manager and OCPEH Homeless Programs Coordinator as needed
- Provide direct client support as needed, including: Provide information to clients and assist them in housing, problem-solving, relevant program processes, and makes referrals to human service resources via NCCARE360;
 - Perform walk-in and telephone assessments, and provide trauma-informed care to persons presenting for housing coordinated entry;
 - Interview clients to gather information and lead structured conversations;
 - Maintain client documentation and electronic records in accordance with program requirements and NCCARE360 guidelines, policies and accepted professional standards in order to provide accountability for the expenditure of local, state and federal funds;
 - Provide direct customer service to service providers, participants, and the general public responding to inquiries, requests and follow up;
 - Prepare and present information regarding NCCARE360 coordinated entry to human service agencies, civic and community groups, and individual citizens as requested;
 - Contribute to the HOME Committee and Coordinated Entry Planning Group and/or other assigned team(s) by actively participating in team meetings and special projects, processing improvements, collaborating with and supporting all team members, and following through on initiatives and assignments, as directed;
 - Interact and communicate with various groups and individuals such as County staff, clients, service providers, community audiences and the general public;
 - Perform various administrative tasks including preparing reports and correspondence, preparing meeting materials, and creating reports;
 - Use computer applications or other automated systems such as NCCARE360, spreadsheets, word processing, calendar, e-mail and database software in performing work assignments; and
 - Attend ongoing training from NCCARE360, HUD, and technical assistance providers

.5 FTE Funding for Housing Locator (to be combined with ARPA funding approved in FY 2021-22 to create 1.0 FTE)

This position provides housing search assistance to people exiting homelessness and people at risk of homelessness. The staff member in this position will:

- Work with the Housing Access Coordinator to update and maintain the Orange County Affordable Housing list
- Accept referrals via NCCARE360, and make referrals via NCCARE360 as needed
- Work with clients to identify and overcome barriers to housing entry
- Provide people in housing search with tailored lists of housing options
- Accompany people on housing searches, as needed
- Assist people with accessing funding for application fees, as needed
- Work with the Housing Access Coordinator to develop and maintain relationships with landlords and property managers in Orange County

FINANCIAL IMPACT: There is no financial impact to the County with approving the contract accepting these grant funds, but a future financial impact could occur should the County want to continue these positions after the grant funding ends in May 2023.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts applicable to this item.

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the County Manager to sign the FHLI grant contract.

**FOUNDATION FOR HEALTH
LEADERSHIP & INNOVATION***MOVING PEOPLE AND IDEAS INTO ACTION*

Bonnie Hammersley, County Manager
Rachel Waltz, Homeless Programs Manager
Orange County Government
Orange County Partnership to End Homelessness
300 W. Tryon Street
Hillsborough, North Carolina 27278

RE: NCCARE360 Community Organization Health Equity Grant Award Notification

March 31, 2022

Congratulations! We are pleased to inform you that your application for the NCCARE360 Community Organization Health Equity Grant has been selected in the amount of \$99,988 to support your project at the Orange County Partnership to End Homelessness. You will receive more detailed information regarding reporting requirements, timelines, terms and conditions as we move forward in drafting your contract.

All awardees are required to attend the two-hour grant orientation. Please note the date below for your grant award orientation and make every effort to attend.

NCCARE360 Community Organization Grant Awardee Orientation – 4/14/22 at 2 PM

Thursday, April 14, 2022 2:00 PM – 4:00 PM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/85839755231?pwd=VE9nS1ZKNWFtYXp4Y29Ta1lGTHpSdz09>

Meeting ID: 858 3975 5231

Passcode: 215536

Should you have any questions about this matter, please feel free to contact LaQuana Palmer, Program Director of NCCARE360 at RFP@foundationhli.org.

We wish you continued success.

Sincerely,

Kelly Calabria, President and CEO, Foundation for Health Leadership and Innovation



NCCARE360 HEALTH EQUITY GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is made the 31 day of MARCH, 20__22__ (“**Effective Date**”), between The Foundation for Health Leadership and Innovation (“**FHLI**”) and ORANGE COUNTY GOVERNMENT (“**Grantee**”).

1. **Grant.** FHLI shall make a grant to Grantee (the “**Grant Funds**”) in the amount of **\$99,988.00**, on the schedule, and for the purpose of engaging in the activities described on Exhibit A attached to this Agreement (the “**Grant**”). The Grant Funds are intended to support usage and benefits from NCCARE360, and Grantee agrees to cooperate and coordinate as necessary with FHLI, the NC Department of Health and Human Services, Unite Us, NC 2-1-1, and other program partners in carrying out the activities facilitated through the Grant Funds. This is a grant and not a contract based on fees for services. All Grant Funds that have not been expended at the conclusion of the Term shall revert to FHLI.
2. **Incorporation of RFA Response.** FHLI is making the Grant to Grantee in reliance upon the representations in Grantee’s Response to the NCCARE 360 Community Organizations and Network Support Agencies Health Equity Grants Request for Applications (the “**RFA Response**”). The Grant is conditioned upon Grantee’s compliance with all terms and conditions set forth in the RFA Response, which is incorporated herein by reference.
3. **Term.** The Grant period is set forth in Exhibit A. All Grant funds shall be expended solely to conduct the activities described in Exhibit A and must follow the budget and timeline set forth in Exhibit B.
4. **Termination.** FHLI may terminate this Agreement, and – at its option – suspend distribution of further funds, upon the occurrence of any of the following:
 - (a) Grantee fails to comply with any terms or conditions in this Agreement, the RFA Response, or any of the other terms and conditions attached to or referenced or incorporated in this Agreement, and fails to cure the issue within ten (10) days following receipt of written notice of the violation from FHLI;
 - (b) Grantee terminates or suspends its business; becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or has wound up or liquidated, voluntarily or otherwise, its business;
 - (c) Funds designated for the purpose of making the Grant are no longer available.
5. **Monthly Reports.** On or before the 5th day of each month during the Term, Grantee must submit to FHLI, via email addressed to LaQuana.Palmer@foundationhli.org, a progress report documenting activities using Grant Funds for the prior month in the format set forth in Exhibit A attached hereto;

6. **Budget Reports and Invoices.** On or before the 5th day of each month during the Term, Grantee must submit to FHLLI, via email addressed to Kim.Barner@foundationhli.org, a budget report and invoices to FHLLI documenting spending for the prior month in the format set forth in Exhibit B attached hereto.
7. **Final Report.** On or before thirty (30) days following the end of the Term, Grantee shall provide a final report summarizing all activities and expenditures using the Grant Funds in the format set forth in Exhibit A and B attached hereto.
8. **Copyright.** FHLLI shall be the owner, and Grantee hereby irrevocably and unconditionally assigns to FHLLI, all right, title and interest in and to the copyright and all other intellectual property rights in and to the reports and other deliverables provided by or on behalf of Grantee to FHLLI pursuant to this Agreement.
9. **Compliance with Law.** Grantee agrees to comply with all national, federal, state, provincial and local laws, rules, regulations, treaties, ordinances and standards applicable to the Grant, the use of the Grant funds and Grantee's activities.
10. **Restrictions on Use of Funds.** Grantee may not use the Grant Funds:
 - (a) To conduct research;
 - (b) To provide clinical care except as allowed by law;
 - (c) Unless expressly itemized and provided for in the budget, to purchase furniture or equipment (except desktop, laptop, or tablet computing devices);
 - (d) For reimbursement of pre-award costs;
 - (e) Other than for normal and recognized executive-legislative relationships:
 - (i) for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body, or
 - (ii) for the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
11. **Compliance with Additional Terms and Conditions.** Grantee must comply with all grant award requirements set forth at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf> and APPENDIX 1, which are incorporated by reference.
12. **Trademarks.** Grantee may use promotional or communication materials from FHLLI, Unite Us, and/or other program partners and it may refer to NCCARE360 and the

organization name, service marks or trademarks of FHLI, UniteUs and other NCCARE360 partners (the “Program Marks”) in connection with the Grant only in accordance with written instructions provided by or on behalf of FHLI from time to time. Grantee may publicly distribute newly created promotional or communication materials referring to NCCARE360 or the Program Marks developed by or on behalf of Grantee only after providing such materials to FHLI for review and receiving FHLI’s prior written consent.

13. **Conflicts of Interest.** The Grantee shall disclose any relationship to any business or associate to whom the organization is currently doing business that creates or may give the appearance of a conflict of interest related to the Grant provided to Grantee.
14. **Records and Audit.** Grantee agrees to keep accurate books of accounts and records of its activities in connection with the Grant funds. In addition, Grantee shall maintain all books, accounts and records required by FHLI. Grantee shall retain all such books, accounts and records for a period of four (4) years after the expiration or earlier termination of this Agreement. FHLI may upon reasonable notice review the books, accounts and records of Grantee regarding the Grant funds. Grantee will cooperate fully with any such inspection or audit and will provide all records requested by FHLI. In the event the audit demonstrates the Grantee has not used all or a portion of the funds in accordance with the terms of this Agreement, FHLI shall within thirty (30) days after written demand from FHLI return all excess funds to FHLI, and FHLI may cease to disburse any further funds under the Agreement.
15. **Indemnification by Grantee.** Grantee agrees to indemnify and hold FHLI and its officials, officers, directors, donors, agents and employees, harmless of any from any claim, demand, liability, loss, judgment, award, and expenses (including reasonable attorneys fees) of whatever type and nature arising, directly or indirectly, from (a) Grantee’s breach of this Agreement; (b) Grantee’s failure to comply with applicable law; (c) Grantee’s use or misuse of Grant Funds; or (d) Grantees negligent or willful acts or omissions relating to the Grant or this Agreement that result in injury or damage to any third party.
16. **Assignment.** The rights and obligations of Grantee under this Agreement may not be assigned by Grantee, without the prior written consent of FHLI, which consent may be withheld for any reason. Subject to the restriction on assignment to another party, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their successors and assigns.
17. **Modification.** The parties to this Agreement may amend this Agreement only in writing duly executed by both parties to this Agreement.
18. **Rights and Remedies.** The rights and remedies granted by this Agreement shall not limit any others available to a party to this Agreement, and no delay or partial exercise of any right or remedy shall operate to waive or prejudice the ability to exercise those rights or remedies later.

- 19. **Severability.** If any part of this Agreement shall be determined to be unenforceable, then such determination shall not affect any other part of this Agreement, all of which other parts shall remain in full force and effect.
- 20. **Survivorship.** Where any provision contained in this Agreement evidences the intent of the parties that such provision should survive the distribution of the Grant funds and the expiration or termination of this Agreement, the provision shall survive those events (e.g. Section 14 Indemnification by Grantee).
- 21. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, without regard to its principles of conflicts of law.
- 22. **Entire Agreement.** This Agreement shall constitute the entire understanding between the parties, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. The exhibits attached to this Agreement and the terms and conditions incorporated by reference shall apply as if set out fully in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be signed by duly authorized representatives, all to be effective the day and year first above written.

**Foundation for Health Innovation
and Leadership**

Grantee _____

By: Kelly L. Calabria
 Print Name: Kelly Calabria _____
 Print Title: President/CEO _____
 Date Signed: 4/1/22 _____

By: _____
 Print Name: _____
 Print Title: _____
 Date Signed: _____

EXHIBIT A. NCCARE360 Community Organization Health Equity Grant Project Plan**GRANT PERIOD:** March 31, 2022 – May 21, 2023**PROJECT TITLE:** Incorporating NCCARE 360 into Coordinated Entry

PROJECT SUMMARY: Orange County Housing Helpline will increase community members access to housing resources by accepting and placing referrals in NC CARE 360. Rapid access to the right housing resource has been shown to improve health outcomes and reduce costs to multiple systems of care

ORGANIZATION PROFILE

General Information	
Name	Orange County
Address (Headquarters)	300 West Tryon St, Hillsborough, NC 27278
Main Telephone Number	919-245-2490
Website	http://www.orangecountync.gov/

Parent Company Information (if applicable)	
Name	
Address	
Main Telephone Number	
Website	

Executive Director Contact	
Name	Bonnie Hammersley
Title	County Manager
Address	300 West Tryon St, Hillsborough, NC 27278
Telephone Number	919-245-2300
Email Address	bhammersley@orangecountync.gov

Main Contact for Grant	
Name	Rachel Waltz
Title	Homeless Programs Manager
Address	300 West Tryon St, Hillsborough, NC 27278
Telephone Number	919-245-2496
Email Address	rwaltz@orangecountync.gov

PERFORMANCE REQUIREMENTS

Grant Activities

Grantees will strengthen the NCCARE360 network of community organizations that can respond to referrals and provide community services by implementing activities to reduce barriers to onboarding onto NCCARE360 and/or better sustain additional referrals or needs as identified in the grantee's project description.

To grow the NCCARE360 network (adding additional organizations) and/or to grow use of NCCARE360 among organizations already onboarded, [GRANTEE ORGANIZATIONNAME] has selected to complete the following activities:

Required Activities

Onboarding onto or increasing use of NCCARE360 in organization programs and workflows. Costs could relate to administrative, staffing, and/or other relevant costs pertaining to NCCARE360 implementation, workflow planning, staff training, and quality improvement.

Optional Activities

Providing additional direct services stemming from accepting additional referrals through NCCARE360 (e.g., funding for additional food boxes for a food pantry or case manager time for a housing provider due to increased referrals to the organization); and/or

Engagement/education of staff and/or clients served by the organization on NCCARE360; and/or

Expand and address language access for limited English proficiency and/or other communication needs; and/or

Organization staff to serve as an NCCARE360 champion to share information about NCCARE360 to partner organizations in community; and/or

- Supporting organization financial systems and/or financial staff to better support additional funding sources including from health care partners; and/or
- Administrative, staffing, and other costs related to partnering and working with health care organizations and/or other partners on funding opportunities; and/or
- Providing professional development on equity that builds understanding of and competencies to advance health equity strategies and activities; and/or
- Addressing other barriers to utilization and onboarding onto NCCARE360 identified by your organization.

SERVICE AREA

The counties included for this project are:

- Durham
- Chatham
- Lee
- Harnett
- Wake
- Orange
- Johnston
- Granville
- Vance
- Franklin

PROJECT DESCRIPTION



CBO Position Descriptions

Coordinated Entry Team Lead

40 hours/week (full time)

Time-limited position – 15 months

This position provides leadership and guidance to the Housing Helpline team that directs customer service to people in housing crisis, assisting people as they navigate housing resources for homelessness prevention, emergency response involving shelter, and permanent housing. The staff member in this position will:

- Provide direct supervision for Housing Helpline team members, including conducting weekly individual check-ins and weekly team meetings
- Serve as point of contact for referrals coming from and referrals made via NCCARE360
- Provide technical assistance to community agencies seeking to use NCCARE360 for coordinated entry referrals
- Conduct analysis of NCCARE360 referrals received by Housing Helpline staff, and made by Housing Helpline staff and provide feedback to OCPEH Homeless Programs Manager and OCPEH Homeless Programs Coordinator as needed
- Provide direct client support as needed, including:
 - Provide information to clients and assist them in housing, problem-solving, relevant program processes, and makes referrals to human service resources via NCCARE360;
 - Perform walk-in and telephone assessments, and provide trauma-informed care to persons presenting for housing coordinated entry;
 - Interview clients to gather information and lead structured conversations;
 - Maintain client documentation and electronic records in accordance with program requirements and NCCARE360 guidelines, policies and accepted professional standards in order to provide accountability for the expenditure of local, state and federal funds;
 - Provide direct customer service to service providers, participants, and the general public responding to inquiries, requests and follow up;
 - Prepare and present information regarding NCCARE360 coordinated entry to human service agencies, civic and community groups, and individual citizens as requested;
 - Contribute to the HOME Committee and Coordinated Entry Planning Group and/or other assigned team(s) by actively participating in team meetings and special projects, processing improvements, collaborating with and supporting all team members, and following through on initiatives and assignments, as directed;
 - Interact and communicate with various groups and individuals such as county staff, clients, service providers, community audiences and the general public;
 - Perform various administrative tasks including preparing reports and correspondence, preparing meeting materials, and creating reports;
 - Use computer applications or other automated systems such as NCCARE360, spreadsheets, word processing, calendar, e-mail and database software in performing work assignments; and
 - Attend ongoing training from NCCARE360, HUD, and technical assistance providers

300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

Phone: 919-245-2496
Fax: 919-944-8496
www.ocpehnc.com

Housing Locator

20 hours/week (part time)

Time-limited position – 15 months

This position provides housing search assistance to people exiting homelessness and people at risk of homelessness. The staff member in this position will:

- Work with the Housing Access Coordinator to update and maintain the Orange County Affordable Housing list
- Accept referrals via NCCARE360, and make referrals via NCCARE360 as needed
- Work with clients to identify and overcome barriers to housing entry
- Provide people in housing search with tailored lists of housing options
- Accompany people on housing searches, as needed
- Assist people with accessing funding for application fees, as needed
- Work with the Housing Access Coordinator to develop and maintain relationships with landlords and property managers in Orange County



For each Project Activity selected above, please provide a description of (1) why your organization selected the activity; (2) what your organization plans to do to meet goals of activity and how your organization will use grant funding to accomplish this activity. Make sure to tie each description to the budget narrative to make it as clear as possible the funding needed to achieve each project component.

REQUIRED ACTIVITY (Organizations must select the required activity)

1. Onboarding onto or increasing use of NCCARE360 in organization programs and workflows. Costs could relate to administrative, staffing, and/or other relevant costs pertaining to NCCARE360 implementation, workflow planning, staff training, and quality improvement.

The Orange County Housing Helpline provides community wide assistance to people experiencing housing stressors including homelessness. The Housing Helpline operates as the Coordinated Entry access point in the Orange County Continuum of Care and includes assessment, prioritization, and referral to community resources including the Shelter Referral List, HUD funded programs like Homelessness Prevention, Rapid Re-housing, Permanent Supportive Housing, and other permanent housing programs like Housing Choice Vouchers and Emergency Housing Vouchers. The Housing Helpline currently receives referrals from community members and service providers via telephone and email answered Monday – Friday; 10am-4pm and walk-in access on Tuesdays and Thursdays from 8:30am – 4pm. Orange County is requesting funding for Coordinated Entry Team Lead who will provide staff training and workflow planning to incorporate regular referral receipt and placement with NCCARE 360. This position will lead change management and implementation of this additional referral source. They will also provide a champion on the Housing Helpline team who will also be the point of access for community service providers.

OPTIONAL ACTIVITIES (Organizations may select one (1) or more additional optional activities)

2. Providing additional direct services stemming from accepting additional referrals through NCCARE360 (e.g., funding for additional food boxes for a food pantry or case manager time for a housing provider due to increased referrals to the organization); and/or

Orange County Coordinated Entry provides information about affordable housing opportunities to individuals and organizations and routinely receives requests for additional assistance. Orange County anticipates an increase in referrals through incorporation of NCCARE360 and an increase in households requiring housing relocation. Orange County is requesting funding for a Housing Locator to reduce the number of households entering the homeless service system and reduce the length of time homeless for households experiencing homelessness.

3. Engagement/education of staff and/or clients served by the organization on NCCARE360; and/or

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Coordinated Entry Team Lead will provide training to CE Staff on NCCARE60. They will routinely solicit feedback from staff and clients served through NCCARE360 to identify areas for process improvements, gaps in service offerings, etc.

4. Expand and address language access for limited English proficiency and/or other communication needs; and/or
5. Organization staff to serve as an NCCARE360 champion to share information about NCCARE360 to partner organizations in community;
6. Supporting organization financial systems and/or financial staff to better support additional funding sources including from health care partners; and/or
7. Administrative, staffing, and other costs related to partnering and working with health care organizations and/or other partners on funding opportunities; and/or
8. Providing professional development on equity that builds understanding of and competencies to advance health equity strategies and activities; and/or
9. Addressing other barriers to utilization and onboarding onto NCCARE360 identified by your organization.

Project Timeline



FHLI Community Organization timeline

March 2022

- Award notification
- Contracting

Apr 2022

- Positions posting – Coordinated Entry Team Lead, Housing Locator
- Interview

May 2022

- Onboard staff – CE Team Lead, Housing Locator
- Complete Agency registration in NCCARE360
- Crosstrain CE staff
- Housing Helpline begins to receive referrals via NCCARE360

June 2022

- CE Team Lead begins data collection and monitoring on NCCARE360 use
- Housing Locator builds caseload with dedicated referral from Coordinated Entry
- CE Team Lead begins outreach to service provider partners within the Continuum of Care

July 2022

- Housing Locator builds caseload with dedicated referral from Coordinated Entry
- Housing Locator collects referral, volume and outcome data
- CE Team Lead continues to receive and place referrals in NCCARE360
- CE Team Lead prepares presentations to existing service provider partners
- CE Team Lead provides monthly report to Homeless Program Manager and Homeless Program Coordinator with volume, source and outcome of NCCARE360 referrals

August 2022

- Housing Locator builds caseload with dedicated referral from Coordinated Entry
- Housing Locator collects referral, volume and outcome data
- CE Team Lead continues to receive and place referrals in NCCARE360
- CE Team Lead presents to existing service provider partners
- CE Team Lead provides monthly report to Homeless Program Manager and Homeless Program Coordinator with volume, source and outcome of NCCARE360 referrals

September 2022

- Housing Locator builds caseload with dedicated referral from Coordinated Entry
- Housing Locator collects referral, volume and outcome data
- CE Team Lead continues to receive and place referrals in NCCARE360
- CE Team Lead explores potential service provider partners

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REPORTING REQUIREMENTS FOR COMMUNITY ORGANIZATIONS

On or before the 5th day of each month during the Term, Grantee must submit to FHLI, via email addressed to LaQuana.Palmer@foundationhli.org, a progress report documenting activities using Grant Funds for the prior month. The following information will be collected and submitted using an electronic survey link provided FHLI:

- Domain of Services Provided (all that apply)
- Onboarded onto NCCARE360 as of report (Y/N)
- Number of Licensed Users
- Number of Referrals Received before grant award (if applicable)
- Number of Referrals Accepted before grant award (if applicable)
- Number of Referrals Sent before grant award (if applicable)
- Number of Referrals Received month over month after grant award
- Number of Referrals Accepted month over month after grant award
- Number of Referrals Sent month over month after grant award
- Number of Cases before grant award (if applicable)
- Number of Cases month over month after grant award
- Number of Cases Resolved before grant award (if applicable)
- Number of Cases Resolved month over month after grant award
- Narrative of successes/challenges for project implementation

Final Report

On or before thirty (30) days following the end of the Term, Grantee shall provide a final report summarizing all activities and expenditures using the Grant Funds. The following information will be submitted using an electronic survey link provided by FHLI:

- Final list of Domain of Services Provided (all that apply)

- Onboarded onto NCCARE360 as of report (Y/N)
- Total Number of Licensed Users
- Total Number of Referrals Received before grant award (if applicable)
- Total Number of Referrals Accepted before grant award (if applicable)
- Total Number of Referrals Sent before grant award (if applicable)
- Total Number of Referrals Received month over month after grant award
- Total Number of Referrals Accepted month over month after grant award
- Total Number of Referrals Sent month over month after grant award
- Total Number of Cases before grant award (if applicable)
- Total Number of Cases month over month after grant award
- Total Number of Cases Resolved before grant award (if applicable)
- Total Number of Cases Resolved month over month after grant award
- Final narrative of successes/challenges for project implementation

Submit the final budget report and final invoices to FHLI documenting spending for the prior month in the format set forth in Exhibit B.

EXHIBIT B. NCCARE360 Community Organization Health Equity Grant Financial Status Report

GRANT PERIOD: March 31, 2022 – May 21, 2023

On or before thirty (30) days following the end of the Term, Grantee shall provide a final report summarizing all activities and expenditures using the Grant Funds in the format set forth in Exhibit B.

FOUNDATION FOR HEALTH LEADERSHIP & INNOVATION FINANCIAL STATUS REPORT (FSR)					
1) Project Title: NCCARE360 Community Organization Health Equity Grant			6) Total Amount Requested (Line 43): -		
2) Agency Name:		7) Period covered by this request:			
3) Contact Person:		From: 03/14/22		To: 03/31/22	
4) Email:					
5) Grant Period: 3/14/2022 - 5/21/2023					
Expenditure Categories	A. Approved Budget	B. Previously Reported Expenditures	C. Current Period Expenditures	D. Year-to-Date Expenditures (Column B + C)	E. Unexpended Budget (Column A - D)
Salary/Wages	0.00	0.00	0.00	0.00	0.00
Equipment					
Desktop	0.00	0.00	0.00	0.00	0.00
Laptop	0.00	0.00	0.00	0.00	0.00
Tablet	0.00	0.00	0.00	0.00	0.00
Total Equipment	0.00	0.00	0.00	0.00	0.00
Travel - Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00	0.00	0.00
Other					
Postage	0.00	0.00	0.00	0.00	0.00
Printing	0.00	0.00	0.00	0.00	0.00
General Supplies	0.00	0.00	0.00	0.00	0.00
Conference	0.00	0.00	0.00	0.00	0.00
Meeting/Event	0.00	0.00	0.00	0.00	0.00
Training/Development	0.00	0.00	0.00	0.00	0.00
Maintenance/rental fees	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Total Amount Requested	0.00	0.00	0.00	0.00	0.00
COMPUTATION OF CASH REQUIREMENTS					
Total Cash Received & Requested to Date	0.00				
Total Year-to-Date Expenditures	0.00				
Cash Payments Requested	0.00				
As chief executive officer of the contracting organization, I hereby certify that the data are correct and the expenditures shown have been or will be made for the purposes and in accordance with the conditions of the contract. To the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payment under this contract. Appropriate documentation to support these costs and expenditures are or will be available.					
Authorized Signature: _____		Title: _____		Date: _____	
FHLI Signature Approval: _____		Title: _____		Date: _____	

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 26, 2022

**Action Agenda
Item No. 8-j**

SUBJECT: Second Amendment to the Development Agreement for the Construction of a Shared Government Facility at 203 South Greensboro Street, Carrboro, NC

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

- 1 – Executed Development Agreement (dated December 4, 2017)
- 2 – Executed First Amendment to the Development Agreement (dated March 10, 2020)
- 3 – Partner Cost Allocation Package
- 4 – Second Amendment to Development Agreement

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
919-245-2308
Steven Arndt, Asset Management
Services Director, 919-245-2658

PURPOSE: To consider the approval of the Second Amendment to a Development Agreement by and between the Town of Carrboro, NC and Orange County, NC for the design and construction of a jointly used government facility at 203 Greensboro Street in the Town of Carrboro.

BACKGROUND: In December 2017, Orange County and the Town of Carrboro signed a Development Agreement for the design and construction of a facility that would jointly contain administrative offices from the Town of Carrboro and the Orange County Southern Branch Library (*Attachment 1*). Due to subsequent changes in the occupant mix and associated space allocations within the facility, an amendment was created and approved in March 2020 to reflect these changes (*Attachment 2*).

An Elements of Value table contained in the First Amendment to the Development Agreement provided a detailed cost estimate for the project and a ratio for allocating costs between the two parties. The ratio was derived from the assigned square feet (ASF) of space of each party compared to the total assigned square feet of the project. This ratio was designed to allocate costs for shared spaces and for Design and CMAR fees. The allocation ratios provided in the table are as follows:

Government Entity	Allocation Ratio
Town of Carrboro	44%
Orange County	56%

As a result of modifications and cuts to the project that occurred during the design process, the assigned square foot basis for the allocation ratios also changed. On February 23, 2022, the

project consultant, Perkins and Will, revised and updated the Partner Cost Allocation ratios for the project as shown below:

Government Entity	Allocation Ratio
Town of Carrboro	44.52%
Orange County	55.48%

A full version of the revised cost allocation document prepared by Perkins and Will can be found in *Attachment 3*.

At present, the fully designed project has been bid under a Construction Manager at Risk (CMAR) agreement with Barnhill Contractors, and the final budget was approved by both the Board of County Commissioners and the Town Council on March 15, 2022. The project is now set to move into the Construction Phase of development in early May 2022. A revision of the allocation ratios will allow for accurate assignment of costs during the construction process.

The attached Second Amendment for Board consideration formalizes the recent changes (Attachment 4).

FINANCIAL IMPACT: The revised cost allocation ratios were utilized in the development of the GMP, so there is no new financial impact as a result of this request. Approval of this amendment will formalize the changes as part of the Development Agreement.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people, regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing, and medical care for themselves and their dependents.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impacts are applicable to this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**
Initiate policies and programs that: 1) conserve energy; 2) reduce resource consumption; 3) increase the use of recycled and renewable resources; and 4) minimize waste stream impacts on the environment.
- **CLEAN OR AVOIDED TRANSPORTATION**
Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.
- **ENVIRONMENTALLY PREFERABLE PURCHASING**
Promote the use of chemicals, materials, equipment, and systems which are officially recognized as to minimize environmental impacts.

The 203 Project involves constructing new facilities in a way that is ecofriendly, utilizes energy conserving measures, and minimizes impacts on the environment.

RECOMMENDATION(S): The Manager recommends that the Board

- 1) Review and approve the proposed Second Amendment to the Development Agreement by and between the Town of Carrboro, NC and Orange County, NC for the design and construction of a jointly used government facility at 203 Greensboro Street in the Town of Carrboro; and
- 2) Authorize the County Manager to sign the amendment.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

**DEVELOPMENT AGREEMENT REGARDING
SOUTH GREENSBORO STREET PROPERTY
BY AND BETWEEN
THE TOWN OF CARRBORO, NORTH CAROLINA
AND
THE COUNTY OF ORANGE, NORTH CAROLINA**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**"), made and entered into this 4th day of December, 2017, by and between the **TOWN OF CARRBORO**, a North Carolina municipal corporation, hereafter referred to as the "**Town**", and **THE COUNTY OF ORANGE**, a North Carolina county, hereafter referred to as the "**County**". Collectively, the Town and the County are sometimes referred to in this Agreement as the "**Parties**".

W I T N E S E T H:

WHEREAS, the County and the Town have desired to investigate and pursue the development of an Orange County Southern Branch Library to be operated by the County and located in downtown Carrboro; and

WHEREAS, the Town owns an approximately 0.88 acre parcel of land in Carrboro known as 203 South Greensboro Street and identified by Orange County parcel identification Number 9778-85-7932 (hereinafter, the "**Property**", illustrated in Exhibit A) which the Town acquired in April 2013 for a purchase price of Six Hundred Thousand Dollars (\$600,000.00); and

WHEREAS, the Town has conducted facilities needs studies to determine and forecast the Town's current and future needs for facilities to house Town administrative operations and offices; and

WHEREAS, the Town and the County have each determined that they may each derive benefits for themselves and for the residents of the Town and the County if they can cooperatively plan and develop a facility (the "**Facility**") to house the Orange County Southern Branch Library and Town administrative offices, with potential for also accommodating other compatible uses if space and financing considerations make such collocation feasible; and

WHEREAS, the County and the Town desire to establish terms pursuant to which they will cooperatively proceed with the planning, financing and development of the Property for joint use as a County library and Town administrative offices, and associated parking garage/deck facilities (collectively, all proposed improvements to the Property may be referenced to as the "**Facilities**"); and

WHEREAS, the Property is appropriately zoned for the use proposed for the project, except that, in order for the County and the Town to construct and operate the Facility at the Site,

certain zoning text amendments, administrative modifications and/or binding interpretations must be made pursuant to the Town's Land Use Ordinance so that all local government permits for the project can be issued; and

WHEREAS, the Town is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes ("N.C.G.S.") 160A-16, and the County is authorized to enter into this contract pursuant to, *inter alia*, North Carolina General Statutes 153A-11, *et seq.*, and the Town's Board of Aldermen and the County's Board of County Commissioners have each determined that it is in the best interests of their citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the County intending to be legally bound do hereby agree as follows:

ARTICLE I Definitions

(a) "Agreement" shall have the meaning set forth in the preamble.

"County" means Orange County, North Carolina.

"Common Area" means portions of the Facilities constructed on the Property (but not the land itself) that are necessary for the Parties to function as occupants of the space. Common areas include but are not limited to stairwells, emergency egress areas, building lobbies, elevator services, restroom facilities, and equipment rooms housing electric, mechanical and other building systems.

"Condominium" means the designation of portions of the Property for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, consistent with Chapter 47C of the North Carolina General Statutes.

"Condominium documents" means the declaration of covenants and restrictions governing the condominiums proposed for the Property, including the description and delegation of rights and obligations of the Town, the County and any other potential condominium owner regarding access to and use of parking spaces, common areas and other common elements described in such documents. These documents also include the organizational and operating documents that will guide the condominium association regarding the operation, maintenance, and other business associated with the Property.

"Development" means the planning, design and construction by the Town and the County of the Facilities on the Property.

"Development Permit" means a building permit, zoning permit, subdivision approval, special or conditional use permit, variance, or any other official action of Local Government having the effect of permitting the development of the

Property.

“Development Standards” means the standards for Development set forth in the Town’s Land Use Ordinance.

“Facility” or “Facilities” shall have the meaning set forth in the recitals.

“Governing Body” means, with respect to the Town, the Board of Aldermen, and with respect to the County, the Board of County Commissioners.

“Gross floor area” as used in this Agreement means the area of space within the building to be constructed on the Property occupied by each party to this Agreement, plus the proportional share of Common Areas attributable to each party (i.e., Common Areas shall be apportioned between the parties in proportion to the amount of “gross floor area” each occupies in the building). The proportion of “gross floor area” occupied by each party shall be finally calculated upon completion of the construction plans for the building and parking deck to be constructed on the Property, and a written schedule (following in principle the Elements of Value Exhibit C) signed by each party shall be attached to this Agreement as an Addendum at that time.

“Land Development Regulations” means the Town’s Land Use Ordinance (“LUO”) and/or those ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances.

“Laws” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of the Property, and includes laws governing permitted uses of the property, density, design, and improvements.

“Local Government” shall mean the Town of Carrboro, North Carolina.

“N.C.G.S.” means the North Carolina General Statutes.

“NCDEQ” means the North Carolina Department of Environmental Quality.

“NCDOT” means the North Carolina Department of Transportation.

“Project” means the planning, design and construction of an approximately 65,000 gross square foot building, site improvements, and associated parking spaces and/or structure with adequate capacity for the Project. Project characteristics will include sustainable design and operation elements consistent with the adopted facility development principles of the Board of Orange County Commissioners attached as Exhibit B. The Parties also agree to incorporate the principles of value engineering during the design and construction process, thereby ensuring efficient design and use of both the initial construction capital

and ongoing operations capital. It is anticipated that upon completion of the Project, the parties may convert the Facilities to a condominium form of ownership to be governed by covenants adopted by mutual agreement of the Parties.

“Public facilities” means the major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

“Schematic Design Acceptance” means the point in time defined by the mutual acceptance of both the Town and County governing boards of the final Schematic Design offered by the Designer of the Project.

“Shared Areas” are areas exclusive to a condominium owner that may be reasonably offered for use by other Parties according to a mutual agreement.

“Town” means the Town of Carrboro, North Carolina.

“Upfit costs” means the cost of interior finishes of space in the building to be constructed on the Property such as, but not necessarily limited to, floor finishes and carpets, wall treatments, electric outlets and fixtures, plumbing fixtures, and furnishings.

ARTICLE II Description Of Development Agreement

- A. **Legal Description; Property Owners.** A map and the legal description of the Property are contained in Exhibit A. The Town is the owner of the Property.
- B. **Permitted Uses.** The uses permitted on the Property, including population densities and building types, intensities, placement on the Site and design, are controlled by the applicable zoning designation for the Property under the Town’s Land Use Ordinance (“*LUO*”).
- C. **Public Facilities.** The following public facilities will service the Development:
 1. **Off-Site Infrastructure:** The Property is served by public water and sanitary sewer (Orange Water and Sewer Authority). The Property is also served by public roads under NCDOT jurisdiction and Town jurisdiction, and by storm water services administered by the Town.
 2. **On-Site Infrastructure:** The Town and the County shall cooperate with respect to the design of the Facilities, including the planning and development of any onsite infrastructure necessary for the construction, use and operation of the Facilities at the Property in accordance with the terms of this Agreement.

- D. *Development Standards.* The Project shall be subject to the Town's policies and procedures regarding standards of development, as set forth in the Town's Land Use Ordinance.

ARTICLE III Parties' Responsibilities

- A. The Parties' agree to negotiate and enter into such other agreements as may be necessary or appropriate to facilitate the financing and construction of the Project. The Parties intend that upon substantial completion of construction, they may convert ownership of the Facilities to be constructed on the Property pursuant to this Agreement to a condominium form of ownership to be governed by mutually agreed upon covenants.
- B. The County and the Town, in accordance with applicable laws pertaining to public construction projects, will undertake to select a designer for the Project. The Town and the County will provide four (4) persons each to serve on the designer evaluation and recommendation Committee. The County elected Board will approve two preferred designers recommended by the Committee and will refer these designers to the Town elected Board for the final selection of the Designer. The Town and the County will work together with the selected designer to prepare the necessary local government permit application(s) for the Project. The design of the Facilities shall be mutually agreed upon by the Parties. The County and Town will bear the costs for the preparation of schematic design drawings in accordance with Article IV.A of this agreement. The Town will be responsible for contracting for the designer and related professional services providing preliminary information that inures to the design of the Project
- C. The Town, as Owner of the Property, will be primarily responsible for procuring all necessary development approvals for the Project to permit the Orange County Southern Branch Library on the Building's lower floors, the proposed uses on the upper floors as described herein and the required associated parking. The County will support the Town's efforts to secure the necessary permits.
- D. Provided the Town approves and issues all necessary development permits for the Project, the Parties will coordinate to complete construction drawings for the Project.
- E. The Town, in accordance with applicable laws pertaining to public construction projects, will enter into contract(s) for development of the construction documents for the Project.
- F. Upon approval of the construction documents and issuance of the necessary permits (the "Building Permit(s)"), the Town will at a time reasonably agreed between the Parties begin construction of the Project.

- G. The Parties will finance their respective shares of the Project costs according to Exhibit C – Elements of Value. The Town will arrange for construction financing of its proportional share of the Project costs (based on Exhibit C), subject to Local Government Commission approval of the financing plan. The County shall finance its proportionate share of the Project costs (based on Exhibit C) in such manner as may be determined by the County.
- H. The Town will contract with all necessary design, engineering and construction firms for any environmental remediation work required by NCDEQ. The Town is solely responsible for the cost of such environmental remediation work for remediation of any conditions existing on the Property at the time of or prior to the day and date first set out above.
- I. The Town will contract with professionals for the construction of the Project, using a legally permitted construction delivery method. Upon completion, the Facilities, including the Building and structured parking, shall be subject to a new condominium declaration with terms mutually agreed upon by the Town and the County, pursuant to which the County will acquire a fee simple condominium interest in the assigned parking areas and the Orange County Southern Branch Library.
- J. The Town will enter into a construction contract for the work.
- K. The Town has historically provided support for the McDougle branch library and the Cybrary. As part of the Project, the Town will provide, in lieu of its historical support of the McDougle branch library and the Cybrary, a single mode dark fiber optic continuous physical path consisting of a single strand of fiber connecting a County specified demarcation location inside the Branch Library to an MCNC NCREN point of presence located on the University of North Carolina Chapel Hill (UNCCH) campus. Use of this path by the County may be terminated by the Town with a minimum of six (6) months written notice to the County, but only in the event that UNCCH notifies the Town of UNCCH's intention to terminate its agreement with the Town pursuant to which the Town has access to the dark fiber path on the UNCCH campus. At the time of such termination, the parties agree to negotiate in good faith an agreement regarding the Town providing substitute service to the Library. The Town will also provide the County access to the Town's multi-strand dark fiber optic network giving the County potential interconnectivity to the University of North Carolina Chapel Hill campus, OWASA, CHCCS, Town of Chapel Hill and other locations within and near the Town. The Town will pay the capital cost of the infrastructure improvements necessary to provide access to the single mode dark fiber optic path described in this paragraph (estimated to be approximately \$70,000.00).
- L. The Parties agree that the Town shall have the right in its sole discretion to lease, or subdivide and convey title to, those portions of the Property and any

improvements thereon which are not conveyed to the County for use as parking spaces and the Orange County Southern Branch Library.

- M. As contemplated by this agreement, upon completion of construction the building and parking garage shall be converted to condominium ownership, with the Town and the County each owning condominium interests in building space and associated parking spaces. This includes parking spaces in any constructed parking structure and ground spaces. As part of the condominium arrangement, the parties will also have an undivided interest in the Common Areas designated on the final plans, and which Common Areas will be subject to the rules, rights and responsibilities established in the condominium documents. The parties agree that the conversion of spaces in the parking deck to condominium ownership will include in the condominium documents language establishing appropriate easements for ingress, egress and access to and between the public right-of-way and all parking spaces and establishing rules and regulations concerning use, management and maintenance of parking spaces. The parties agree that in the event on-site parking spaces are constructed as part of the project an adequate number of on-site parking spaces will be owned and paid for by the County shall be available for use by Library patrons during normal Library operating hours. This number of spaces will be determined during the permitting and design of the project. These spaces will be made available to the Town while the Library is closed. All parking spaces will be considered flexible in use by both the Town and County so as to not cause unreasonable restrictions supporting Facility use by either the Town or County. The parties understand and agree that the Town will police and enforce all parking rules and regulations for the Facility. Moreover, if either party decides in the future to consider converting their parking spaces to paid parking, they will, prior to making a final decision to convert their spaces to paid parking spaces, discuss the issue with the other party. Each party shall be responsible for managing their condominium units unless the parties mutually agree otherwise in writing. Each party has the right to protect and isolate its parking (e.g. gated parking for continued free parking during library hours should paid parking be otherwise established) for the Parties' sole use and interest.

ARTICLE IV Allocation Of Project Costs

The Parties shall share in the costs of the Project as follows:

- A. Pre-development costs, site improvement costs, building design and construction costs, construction administration costs, financing costs, and contingency costs shall be shared by the parties in accordance with the Elements of Value attached as Exhibit C to this Agreement. The parties recognize and agree that some of these Values and the corresponding level of proportionality may not be finally established until after the majority of the design work is completed (and after this Agreement is executed). The parties acknowledge that Exhibit C represents their general understanding of the cost sharing; however, the parties agree to negotiate

in good faith the fair and equitable share of all costs associated with this project as soon as possible after the Schematic Design work is completed. If the parties are unable to come to an agreement within forty five (45) days after the Schematic Design Acceptance date (such date of completion to be established by written notice to the parties from the design professional) then either party may terminate this agreement by providing ten (10) days advance written notice to the other party of its intention to terminate this agreement. Upon such termination, each party shall be responsible for all costs it has incurred in connection with this project through the date of termination.

- B. The County shall pay the cost for the amount of parking deemed required to support the library facility within the total cost of constructing parking on the Property. The Town shall be responsible for the balance of the cost of constructing the parking for the Project. The intent is for the County to pay the cost for the parking spaces reasonably expected and determined to be associated with the Orange County Southern Branch Library use. Upon completion of the work and when the Facilities become operational, the County agrees that the parking spaces allocated for the Orange County Southern Branch Library use of the Property shall be available for public parking during hours when the library is closed.
- C. The parties will each be responsible for their own legal and financing expenses incurred in relation to the Project.

ARTICLE V Term And Termination

This Agreement shall be effective upon the full execution of the Contracts and shall continue until completion of the Project unless earlier terminated as provided herein.

This Agreement shall terminate: (i) at any time by either party within forty five (45) days after the design professional has confirmed to the parties in writing that the Schematic Design for the building and parking deck on the Property is substantially completed as set forth in Article IV.A above, (ii) at any other time by mutual agreement of the Parties; or (iii) by the Town, upon the material breach by County of any provision contained herein which material breach remains uncured by County after the Town provides thirty (30) days advance written notice of said material breach to County, or (iv) by County, upon the material breach by the Town of any provision contained herein which material breach remains uncured by the Town after County provides thirty (30) days advance written notice of said material breach to the Town.

ARTICLE VI Conditions Precedent And Contingencies

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact their ability to enter into the Contracts for the Project. At a

minimum, the Parties understand and agree that the following must be resolved to the County's and the Town's satisfaction:

- A. The Town obtaining all Permits, including zoning, conditional/special use permits, variances, subdivision plats, approvals, permits, easements and licenses for the Project and the Town grants all necessary Permits which allow for the County's proposed use of the Property.
- B. The County and the Town secure all necessary approvals from their respective governing Boards or Managers as delegated by their respective Boards to proceed with the Project at mutually agreed, predefined points during the project (for example: sizing and elements of exclusive, shared, and common area spaces, the selection of Designer, schematic design, construction method, etc.).
- C. The Town and the County are able to procure suitable financing for their respective components of the Project. The parties contemplate that upon completion of construction, the parties may divide the Facilities, or parts thereof, into condominium units to be owned by the County and the Town, respectively. The parties acknowledge that these contemplated financing agreements and transactions may be altered by mutual agreement of the Parties and are or may be subject to approval of the North Carolina Treasurer, Local Government Commission.
- D. The mutual negotiation and execution of an Environmental Indemnification Agreement whereby the Town will indemnify the County for any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees and expenses) resulting from any "Hazardous Substance" (as defined below) existing on or under the Property or originating on the Property and migrating off-site in violation of applicable Environmental Laws, but only to the extent that the Hazardous Substance existed at the Property prior to the date of this Agreement. The Town shall not be liable with regard to any Hazardous Substances disposed of, placed, or otherwise existing on or under the Property because of the actions of the County. The County will likewise, and to the extent permitted by law, indemnify the Town for any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees and expenses) resulting from any Hazardous Substances existing on or under the Property or originating on the Property and migrating off-site in violation of applicable Environmental Laws that are introduced or placed on the Property, or caused to migrate off the property, because of the actions of the County. Save and except any liability resulting from remediation required by NCDEQ which shall solely rest with the Town, neither Party shall be liable to the other for liabilities, losses, damages, costs or expenses resulting from the actions of third Parties after the date on which the County leases or otherwise acquires a legal interest in the Property.

“Hazardous Substances” shall mean: (a) those substances included within the definitions of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes,” and “toxic pollutants,” as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl (“PCBs”) or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. As used herein, the term “Environmental Laws” shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et. seq.*), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 *et. seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 *et. seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 *et seq.*), the Clean Air Act, as amended (42 U.S.C. § 7401 *et. seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et. seq.*), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f *et. seq.*), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes. “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances.

- E. The negotiation and completion of agreements and documents guiding the selection of designers and contractors, the timelines for the completion of various aspects of the design work, the methods and scheduling input, and other specific design and construction coordination necessary to ensure the successful completion of the Project.
- F. The negotiation and execution of this Agreement (wherein the Town and the County’s property interests in the Facilities may convert to condominium interests post-construction) under which the Parties shall have

the right to construct the improvements on the Property subject to the Parties' obligation to subject all improvements constructed on the Property to a condominium.

- G. Confirmation that adequate utilities services suitable for the proposed uses to be included within the Building are available for connection within a reasonable distance from the Property.
- H. The Town complying with all necessary requirements for contracting applicable to North Carolina local governments.
- I. All governmental and other third party consents and approvals shall be obtained; there shall be no significant pending or threatened litigation materially adversely affecting the Property.
- J. The Town understands and agrees that the provision of sufficient way-finding and other signage is necessary for the public to quickly and conveniently locate the Orange County Southern Branch Library. The Parties understand and agree that wayfinding signage for the Project is subject to regulation by the Town.
- K. The Parties under this Agreement (prior to the completion of construction) and as condominium unit owners (following the completion of construction) will agree to contribute pro rata to the common area maintenance and insurance provided by the Town as lessor and/or by any condominium owners association to be formed by the Parties, for the Project including a reasonable pro-rata contribution for maintenance of the sidewalks and other shared amenities at the Property. Because the Parties are exempt from paying ad valorem taxes, the typical procedure of apportioning each tenant a share of those taxes assessed against common areas is not applicable.
- L. During hours when the Library is not being used by the County, the County will agree to allow its parking spaces to be used by the public.
- M. The Town secures environmental regulatory approval from NCDEQ prior to the commencement of construction or provides reasonable security to cover the Town's environmental responsibilities until regulatory approval is obtained.
- N. Consistent with the scope of each Party's responsibilities hereunder, all necessary and appropriate construction and crane easements will be secured by the Town and County from all adjacent landowners.

ARTICLE VII
Representations And Warranties

The Town and the County each represent to the other to the best of their respective knowledge:

- A. The Town and the County have all requisite power and authority to execute this Agreement, and any other instruments required to be delivered by the Town or the County hereunder.
- B. The Town's and the County's entry into this Agreement will not violate any private restriction or agreement or, to the best of the Town's or the County's knowledge without investigation or inquiry, any applicable statute, ordinance, governmental restriction or regulation.
- C. During the Term, the Town will not execute or create any lease, contract, option, easement, covenant, condition, restriction, lien or encumbrance with respect to the Property or any portion thereof without the written consent of County unless the same is terminable upon no more than sixty (60) days written notice, or otherwise may be cleared on or before any Closing or Lease Commencement Date that may be contemplated in any Contract that may be entered into between the Town and the County, or that otherwise will be subordinated to the County's potential ground lease.
- D. There is no pending or threatened action, litigation, bankruptcy, condemnation, or other proceeding of any kind pending against the Town or the County which materially adversely affects the Property.
- E. No broker, finder or other intermediary is involved in the transaction contemplated by this Agreement, and that no brokerage fee or commission is due and payable by the Town or the County upon any lease or conveyance of the Property.
- F. The Town has not received written notice of any violations of any laws, ordinances or similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.
- G. No assessments or special assessments for public improvements or otherwise have been levied or are now affecting the Property.
- H. To the best of the Town's present knowledge, the Property is not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.

ARTICLE VIII Remedies And Dispute Resolution

- A. ***Concerning Remedies.*** The exercise of a particular remedy does not preclude the exercise of any or all other available remedies herein except as provided

herein. No delay in the exercise of a remedy shall constitute a waiver of that remedy. Nothing in this Agreement is intended to relieve a party from its common law duty to mitigate damages.

- B. **Disputes.** The parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Agreement between them by negotiations by those persons of the Town and the County who have authority to act and who will promptly meet for negotiations to attempt to settle the dispute.

ARTICLE IX Miscellaneous

- A. **Assignment.** The rights under this Agreement may be transferred and assigned only upon the written consent of the non-assigning Party.
- B. **Fees and Expenses.** Except as may be specifically provided in this Agreement, each Party will be responsible for his or its own legal fees and expenses incurred in connection with the transactions contemplated by this Agreement.
- C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute regarding this Agreement shall be filed in a court of competent jurisdiction located in Orange County, NC.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- E. **Amendment.** This Agreement shall not be amended except by a written instrument executed by both the County and the Town.
- F. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against the Town or the County.
- G. **Entire Agreement, Amendment; Construction.** This Agreement, together with the Exhibits attached hereto and all other agreements referred to herein or relating to the subject matter hereof, contains the entire agreement between the parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all parties hereto. The section titles and headings herein are for convenience of reference

only and do not define, modify or limit any of the terms and provisions hereof. Article, Section and Exhibit references herein are to Articles, Sections and Exhibits of this Agreement unless otherwise noted. The use of words “include” or “including” in this Agreement shall be by way of example rather than by limitation. The use of the words “or,” “either” or “any” shall not be exclusive.

H. Representations and Warranties of the Parties. Each of the parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is acting on its own behalf and on behalf of its members, successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

J. Exhibit List. The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map Denoting Site, Legal Description of Site, Legal and Equitable Owners

EXHIBIT B Sustainable Design and Operations Elements Guidelines

EXHIBIT C Elements of Value

[signatures contained on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF CARRBORO

BY: David Andrews
David Andrews, Town Manager

This document is sufficient as to form.

[Signature]
Town Attorney

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

[Signature]
Finance Director

COUNTY OF ORANGE

BY: [Signature]
Bonnie Hammersley, County Manager

This document is sufficient as to form.

[Signature]
County Attorney

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

[Signature]
County Chief Financial Officer

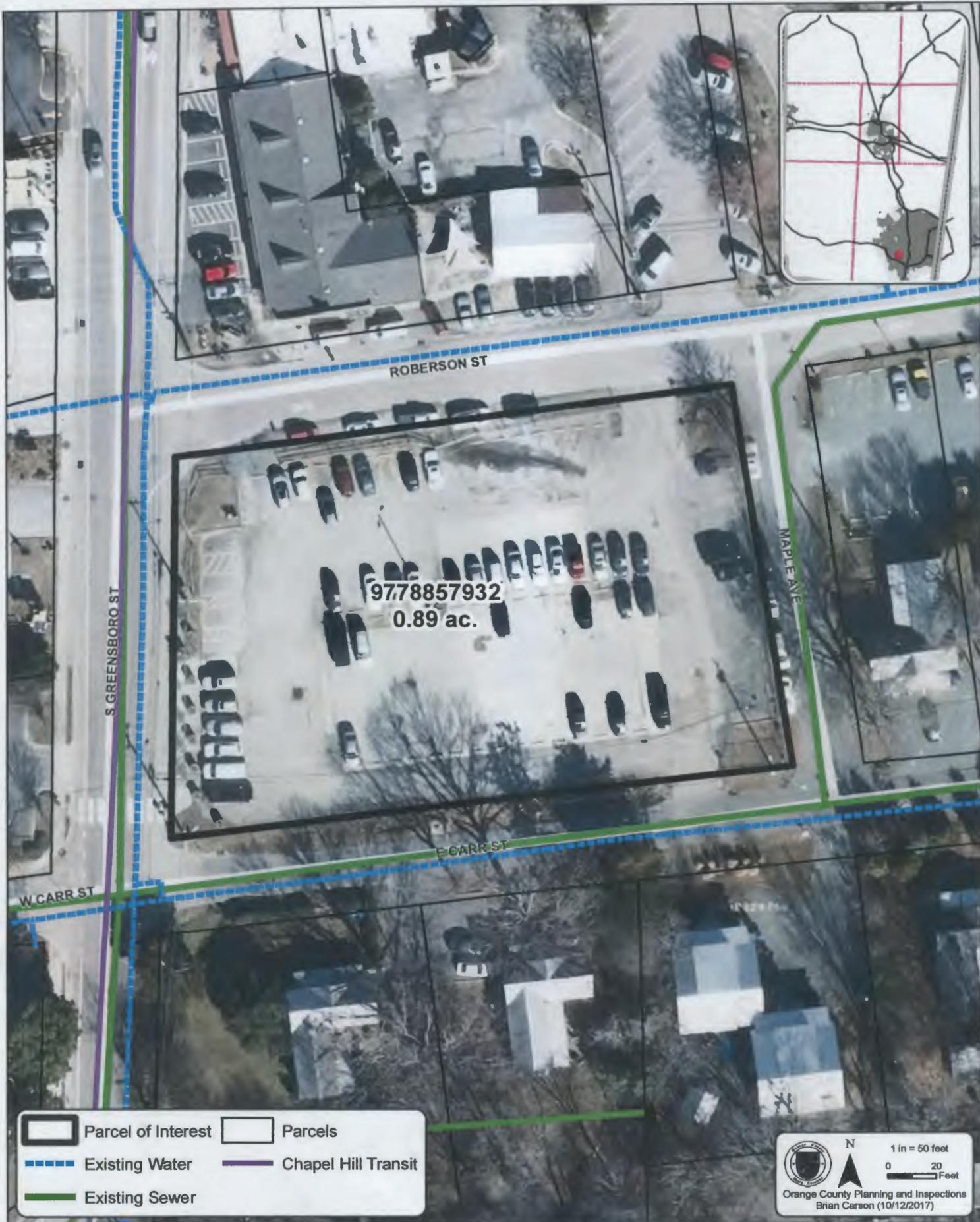




EXHIBIT A (the "Property") attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 5517, Page 541, Orange County Registry.

The Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property is subject to the following exceptions: (i) the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, and other matters of record, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the Property.

Grantor makes no warranty or representation as to the condition of the Property or any improvements thereon, including without limitation, any latent or environmental defects in the Property or in any improvements thereon and the serviceability or fitness for a particular purpose of the Property or any improvements thereon, and Grantee accepts the Property and any improvements thereon "AS IS" without recourse against Grantor.

[Signature page follows.]



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

SunTrust Bank,
a Georgia banking corporation

By:

Name: Erica S. Henning

Title: Vice President

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Erica S. Henning.

Date: 4/5/2013

My Commission Expires:
8/31/2014

Notary Public
Print Name: John Flynt

[Affix Notary Stamp or Seal]

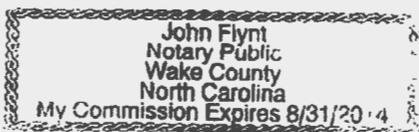


EXHIBIT A
(to Special Warranty Deed)



Legal Description of Property

All of that property consisting of 0.883 acres, surveyed as "Fakhoury Property" per Recombination Map of Fakhoury Property" surveyed by Kenneth Close, Inc. recorded in Book of Maps 94, Page 24, Orange County Registry, formerly identified as Tract 1 and Tract 2, now combined.

New Parcel # 9778-85-7932 from old Parcel #s 9778-85-5886 and 9778-85-6892

Exhibit B – Sustainable Design and Operations Elements Guidelines

The Development Agreement recognizes the goals of Orange County and the Town of Carrboro to be guided by design and operations elements of the High Performance Building Standards developed by the Triangle J Council of Governments (“TJCOG”) in 2001. Orange County adopted this standard as part of its Space Development criteria in 2005.

These High Performance Building Standards were initially developed by a task force led by TJCOG, including representatives from Orange County, and design professionals within the Triangle Area. These published guidelines have been nationally recognized and formed the basis for the Leadership in Energy and Environmental Design (“LEED”) version II, established by the United States Green Building Council (“USGBC”). The standards are recognized for their innovation and quality of results related to sustainable, energy efficient, and resilient building outcomes.

Orange County and Carrboro recognize the current initiative to update these guidelines consistent with current benchmarks and advances in design and building science. Sustainable design, construction and operations methods will be evident within the design and build process and will be explicitly communicated throughout the development process.

EXHIBIT C

**203 S. Greensboro Development Agreement
Elements of Value**

	All Town	All County	Share		Notes
			Equal	Proportional	
Land					
1 Property	x				
2 Existing environmental remediation, monitoring	x				
Adequate Structured Parking					
					x*
Design/Testing/Permitting/Entitlements/Fees					
5 Preliminary vision planning				x	Includes discussions on level of finish, appearance, aesthetics
6 Zoning/Land Use application fees				x	
7 Utility/infrastructure analysis fees				x	
8 Utility/infrastructure impact fees				x	
9 Designer Fees for Carboro Planning Process/Approvals				x	
10 Preliminary site assessment fees				x	Includes geotechnical, environmental, cultural, traffic studies
11 Sustainability/Energy Modeling and Analysis Fees				x	High performance building standards analysis, cost benefit analysis
12 Site/Civil/Landscape design CA fees, design contingencies				x	
13 Building Shell, Core Area design, Construction Administration design contingencies				x	
14 Occupant Uplift design, Construction Administration design contingencies	x	x			Occupants pay for uplift costs
Site Topics					
15 De-construction				x	
16 Clearing, grading, erosion control				x	
17 Subsurface conditions/unsuitable soils				x	
18 Site stormwater management system				x	
13 Retaining wall / safety railing				x	If necessary in design
14 Onsite walkways, specialty surfacing				x	
16 Temporary staging / stockpiling areas				x	
17 Building Shell Utility services to identified demarcation points				x	If separately metered, per condominium owner
18 Utility connection fees				x	
19 Site lighting				x	
20 Shell marquis signage / exterior wayfinding signage				x	
21 Amenities / site furniture / bike parking				x	
22 Solid waste / recycling facilities				x	
23 Bus stop / shelter - site considerations				x	
24 Sanitary lift station requirements (if necessary)				x	
25 Site construction contingencies				x	
Off-Site Topics					
26 Off site roadway or pedestrian improvements				x	
27 Off site building shell utility improvements (to property line)				x	
28 Off site Bicycle pathway considerations				x	
29 Off site construction material staging area costs				x	
Off-site contingencies				x	
Shell, Core & Identified Common Area Construction					
30 Foundation System				x	All main systems to identified demarcations within exclusive occupant interior spaces
31 Roof System, Building drainage leaders/surface drainage piping				x	
32 Core elevator, shaft and equipment				x	
33 Core & identified Common Area potable water service / backflow preventer					x*
34 Core & identified Common Area sanitary sewer service					x*
35 Core & identified Common Area power transformer / service					x*
36 Core & identified Common Area natural gas service					x*
37 Core & identified Common Area fire protection shell components					x*
38 Core & identified Common Area sustainable systems installation					x*
39 Core & identified Common Area uplift construction					x*
40 Core & identified Common Area security/access/AV/teledata					x*
41 Core & identified Common Area furniture, fixtures, and equipment					x*
42 Shell, Core & identified Common Area contingencies					x*
Exclusive Condominium Space Interiors					
43 Uplift branch building systems	x	x			Each party bears all costs of exclusive space needs
44 Uplift (architectural components)	x	x			Branch systems include electrical, mechanical, plumbing, and fire protection within exclusive areas
45 Uplift security/access/AV/teledata	x	x			Walls, doors, ceilings, floor covering/treatment, lighting, etc
46 Uplift furniture, fixtures, and equipment	x	x			
47 Uplift contingencies	x	x			Each party bears its own costs
Other Costs					
48 Legal Costs	x	x			
49 Financing Costs	x	x			

The Parties agree as follows:

The Town's costs pursuant to this Agreement shall not exceed \$9,600,000.00 (Nine Million Six Hundred Thousand Dollars). Any costs in excess of this amount must be authorized by the Town of Carboro Alderpersons through a written amendment to the Agreement.

The County's costs pursuant to this Agreement shall not exceed \$7,547,500.00 (Seven Million Five Hundred Forty Seven Thousand Five Hundred Dollars). Any costs in excess of this amount must be authorized by the Orange County Board of Commissioners through a written amendment to the Agreement.

*proportional basis for these items is anticipated to be determined in the design phase as building elements and systems are more specifically known, with the cost sharing likely to be less than equal but more than on a proportional square footage basis.

Attachment 2

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
SOUTH GREENSBORO STREET PROPERTY
BY AND BETWEEN
THE TOWN OF CARRBORO, NORTH CAROLINA
AND
THE COUNTY OF ORANGE, NORTH CAROLINA

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “*First Amendment*”), amends the original DEVELOPMENT AGREEMENT REGARDING SOUTH GREENSBORO STREET PROPERTY BY AND THE TOWN OF CARRBORO, NORTH CAROLINA AND THE COUNTY OF ORANGE, NORTH CAROLINA dated December 4, 2017, is made and entered into as of the _____ day of _____, 2020, by and between the **TOWN OF CARRBORO**, a North Carolina municipal corporation, hereafter referred to as the “*Town*”, and **THE COUNTY OF ORANGE**, a North Carolina county, hereafter referred to as the “*County*”. Collectively, the Town and the County are sometimes referred to in this Agreement as the “Parties”.

W I T N E S E T H:

WHEREAS, the County and the Town entered into the original Agreement dated as of December 4, 2017; and

WHEREAS, pursuant to the original Agreement, the Town has entered into contracts for the design and construction of the proposed improvements for the Project on the Property; and

WHEREAS, significant changes have been made to the plan for development of the Property which is the subject of the Agreement; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein to reflect the change in circumstances which have occurred since the execution of the Agreement; and

WHEREAS, it is the intent of the Parties that except as amended by this First Amendment, the terms of the original Agreement shall remain in full force and effect; and

WHEREAS, the Town is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes (“**N.C.G.S.**”) 160A-16, and the County is authorized to enter into this contract pursuant to, *inter alia*, North Carolina General Statutes 153A-11, *et seq.*, and the Town’s Board of Aldermen and the County’s Board of County Commissioners have each determined that it is in the best interests of their citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the County intending to be legally bound do hereby agree

as follows:

ARTICLE I Definitions

The definitions contained in the Agreement are amended as follows, and except as amended herein shall remain unchanged:

“Development” means the planning, design and construction of the Facilities on the Property located at 203 South Greensboro Street in Carrboro.

“Facility” or “Facilities” means the improvements to be made at the Property pursuant to this Agreement.

“Governing Body” means, with respect to the Town, the Town Council, and with respect to the County, the Board of County Commissioners.

“Gross floor area” as used in this Agreement means the area of space within the building to be constructed on the Property occupied by each party to this Agreement, plus the proportional share of Common Areas attributable to each party (i.e., Common Areas shall be apportioned between the parties in proportion to the amount of “gross floor area” each occupies in the building or as otherwise determined and agreed to in writing by the Parties). The proportion of “gross floor area” occupied by each party shall be finally calculated upon completion of the construction plans for the Facilities to be constructed on the Property, and a written schedule (following in principle the Elements of Value Exhibit C) signed by each party shall be attached to this Agreement as an Addendum at that time.

“Project” means the planning, design and construction of an approximately 50,000 gross square foot building, site improvements, and associated parking spaces and/or structure with adequate capacity for the Project. Project characteristics will include sustainable design and operation elements consistent with the adopted facility development principles of the Board of Orange County Commissioners attached as Exhibit B. The Parties also agree to incorporate the principles of value engineering during the design and construction process, thereby ensuring efficient design and use of both the initial construction capital and ongoing operations capital. Upon completion of the Project, the parties will convert the Facilities to a condominium form of ownership to be governed by covenants adopted by mutual agreement of the Parties.

“Shared Areas” are designated areas owned by one Party that may be reasonably offered for use by other Parties according to a mutual agreement.

ARTICLE II Description Of Development Agreement

No Changes

ARTICLE III
Parties' Responsibilities

- A. The Parties' agree to negotiate and enter into such other agreements as may be necessary or appropriate to facilitate the financing and construction of the Project. The Parties intend that upon substantial completion of construction, they will convert ownership of the Facilities to a condominium form of ownership to be governed by mutually agreed upon covenants.
- B. The County and the Town, in accordance with applicable laws pertaining to public construction projects, have selected a designer for the Project. The Town and the County will work together with the selected designer to prepare the necessary local government permit application(s) for the Project. The design of the Facilities shall be mutually agreed upon by the Parties. The County and Town will bear the costs for the preparation of schematic design drawings in accordance with Article IV.A of this agreement. The Town will be responsible for contracting for the designer and related professional services providing preliminary information that contributes to the design of the Project
- C. The Town, as current owner of the Property, will be primarily responsible for procuring all necessary development approvals for the Project to include the Orange County Southern Branch Library on the lowest floor of the Building to be constructed on the Property, for such other uses as the Parties may agree to on the upper floors of such Building, and for such parking facilities as may be required for the uses of the Building. The County will support the Town's efforts to secure the necessary permits.
- D. Provided the Town approves and issues all necessary development permits for the Project, the Parties will coordinate to complete final construction documents, including but not limited to drawings, specifications, bid documents, contract(s) for construction, and other documents typically associated with similar construction projects, for the Project.
- E. The Town, in accordance with applicable laws pertaining to public construction projects, has entered into contract(s) for development of the construction documents for the Project.
- F. Upon approval of the construction documents and issuance of the necessary permits (the "Building Permit(s)"), the Town will at a time reasonably agreed between the Parties begin construction of the Project.

- G. The Parties will finance their respective shares of the Project costs according to Exhibit C – Elements of Value. The Town will arrange for construction financing of its proportional share of the Project costs (based on Exhibit C), subject to Local Government Commission approval of the financing plan. The County shall finance its proportionate share of the Project costs (based on Exhibit C) in such manner as may be determined by the County. The County shall reimburse the Town for the County's share of the construction costs for the Project within thirty (30) days or presentation by the Town to the Count of a written request for payment pursuant to a schedule of progress payments to be established by the respective Finance Officers for the Town and the County.
- H. The Town will contract with all necessary design, engineering and construction firms for any environmental remediation work related to the Property as required by NCDEQ. The Town is solely responsible for the cost of such environmental remediation work for remediation of any conditions existing on the Property prior to December 4, 2017.
- I. The Town will contract with professionals for the construction of the Project, using a legally permitted construction delivery method. Upon completion, the Facilities, including the Building and associated structured parking, may be subject to a new condominium declaration with terms mutually agreed upon by the Town and the County, pursuant to which the County will acquire a fee simple condominium interest in (i) the portion of the Building to be used as the Orange County Southern Branch Library and any other uses to which the County may put its portion of the Building and (ii) parking spaces required for such uses.
- J. The Town will enter into a construction contract for the work.
- K. No Changes.
- L. The Parties agree that the Town shall have the right in its sole discretion to lease, or subdivide and convey title to, those portions of the Property and any improvements thereon which are not conveyed to the County.
- M. As contemplated by this Agreement, upon completion of construction the building and parking facilities will be converted to condominium ownership, with the Town and the County each owning condominium interests in Building space and associated parking spaces (whether located in a parking structure or on the ground). As part of the condominium arrangement, the parties will also have an undivided interest in the Common Areas designated on the final plans, and which Common Areas will be subject to the rules, rights and responsibilities established in the condominium documents. The parties agree that the conversion of parking spaces in any parking improvement made as part of this Project to condominium ownership will include in the condominium documents language establishing appropriate easements for ingress, egress and access to and between the public right-of-way and all parking spaces and establishing rules and regulations concerning use, management and maintenance of parking spaces. The parties

agree that in the event on-site parking spaces are constructed as part of the Project an adequate number of on-site parking spaces owned and paid for by the County shall be available for use by Library and Skills Development Center patrons during their normal operating hours. This number of spaces will be determined during the permitting and design of the project. These spaces will be made available to the Town while the Library and Skills Development Center are closed. All parking spaces will be considered flexible in use by both the Town and County so as to not cause unreasonable restrictions supporting Facility use by either the Town or County. The parties understand and agree that the Town will police and enforce all parking rules and regulations for the Facility. Moreover, if either party decides in the future to consider converting their parking spaces to paid parking, they will, prior to making a final decision to convert their spaces to paid parking spaces, discuss the issue with the other party. Each party shall be responsible for managing their condominium units unless the parties mutually agree otherwise in writing. Each party has the right to protect and isolate its parking (e.g. gated parking for continued free parking during library hours should paid parking be otherwise established) for the Parties' sole use and interest.

ARTICLE IV Allocation Of Project Costs

The Parties shall share in the costs of the Project as follows:

- A. Pre-development costs, site improvement costs, building design and construction costs, construction administration costs, financing costs, and contingency costs shall be shared by the Parties in accordance with the Elements of Value attached as Exhibit C to this Agreement. The Parties recognize and agree that some of these Values and the corresponding level of proportionality may not be finally established until after the majority of the design work is completed (and after this Agreement is executed). The parties acknowledge that Exhibit C represents their general understanding of the cost sharing arrangement for the Project. The Parties further agree that as soon as possible after the Schematic Design for the Project is delivered to the Parties (the "Schematic Design Delivery Date), they will review Exhibit C to ascertain whether any change in cost sharing is appropriate based on the schematic design. If the Parties are unable to come to an agreement regarding any changes to Exhibit C within forty five (45) days after the Schematic Design Delivery Date then either Party may terminate this agreement by providing ten (10) days advance written notice to the other Party of its intention to terminate this agreement. Upon such termination, each Party shall be responsible for (i) its proportionate share of costs as set forth in Exhibit C, and (ii) all costs it has otherwise incurred in connection with this Project through the date of termination.
- B. The County shall pay the cost of planning, design and construction of parking improvements required to support the County's use(s) on the Property. The Town shall be responsible for the balance of the cost of constructing the parking for the Project. The intent is for the County to pay the cost for the parking spaces

reasonably expected and determined to be associated with the Orange County Southern Branch Library use and any other use to which the County may choose to put its portion of the Building to be constructed on the Property. Upon completion of the work and when the Facilities become operational, the parking spaces allocated for the County's use of the Property shall be available for public parking during hours when the County's facilities is closed.

- C. The parties will each be responsible for their own legal and financing expenses incurred in relation to the Project.

ARTICLE V
Term And Termination

No Changes

ARTICLE VI
Conditions Precedent And Contingencies

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact their ability to enter into the Contracts for the Project. At a minimum, the Parties understand and agree that the following must be resolved to the County's and the Town's satisfaction before the execution of construction contract(s) for the Project:

- A. No Change.
- B. No Change
- C. No Change.
- D. No Change.

- E. No Change.
- F. No Change.

- G. No Change.
- H. No Change.
- I. No Change.
- J. No Change.

- K. No Change.

- L. No Change.
- M. No Change.
- N. No Change.

ARTICLE VII
Representations And Warranties

No Changes.

ARTICLE VIII
Remedies And Dispute Resolution

No Changes.

ARTICLE IX
Miscellaneous

No Changes.

[signatures contained on next page]

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

TOWN OF CARRBORO

(Town Seal)

BY: _____
David Andrews, Town Manager

ATTEST:

Catherine Dorando, Town Clerk

This document is sufficient as to form.

Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

Finance Director

COUNTY OF ORANGE

(County Seal)

BY: _____
Bonnie Hammersley, County Manager

ATTEST:

_____, County Clerk

_____ County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Carrboro, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____, 2020.

(S E A L)

Notary Public

My Commission Expires: _____

_____ County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk of the County of Orange, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said County, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____, 2020.

(S E A L)

Notary Public

My Commission Expires: _____

Attachment 3

Partner Cost Allocation Plan

Level 1

LEGEND - Cost Allocation Plan

- Town of Carrboro Spaces
- Orange County Spaces
- WCOM
- Shared Space

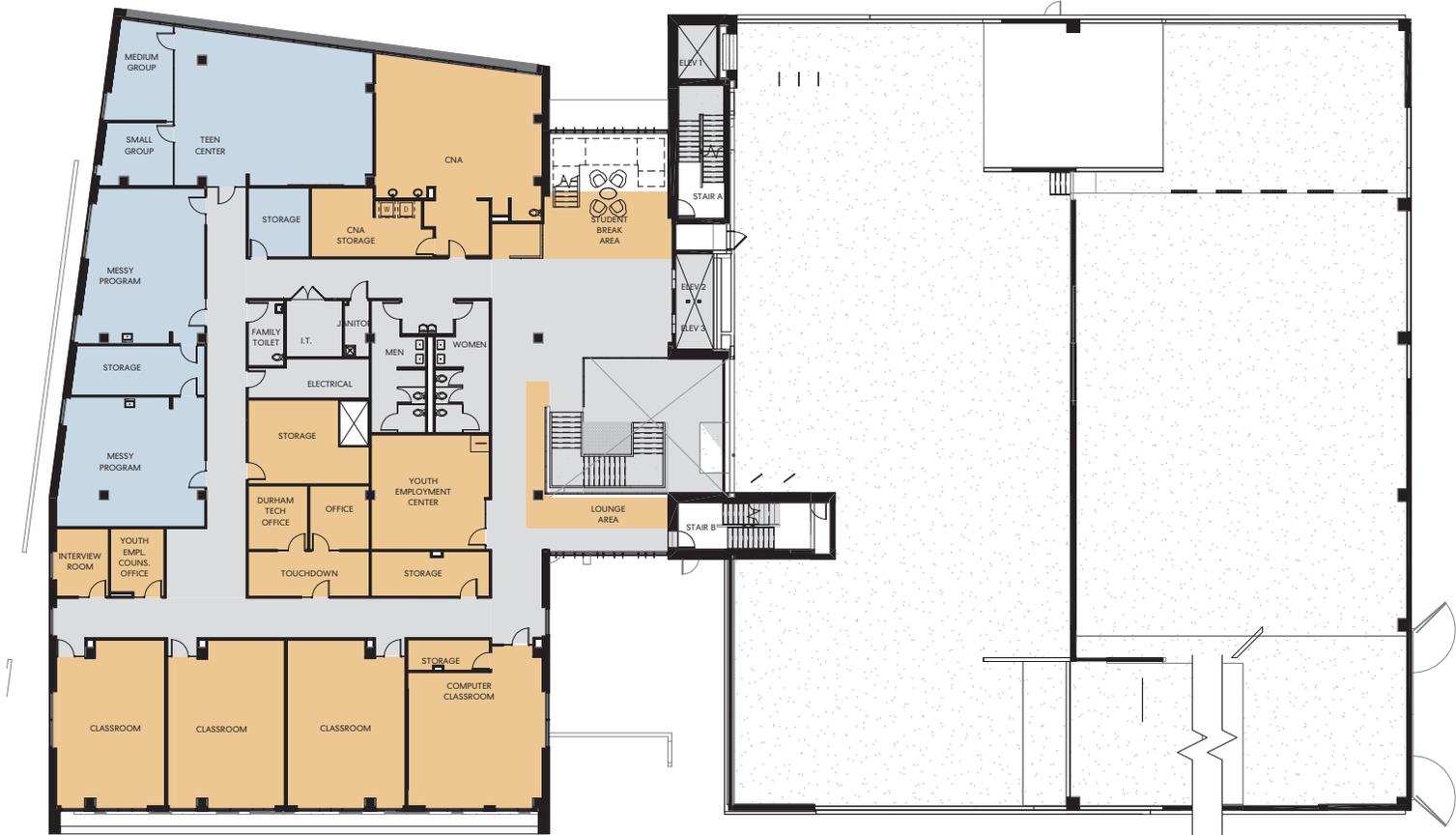


Partner Cost Allocation Plan

Level 2

LEGEND - Cost Allocation Plan

- Town of Carrboro Spaces
- Orange County Spaces
- Shared Space

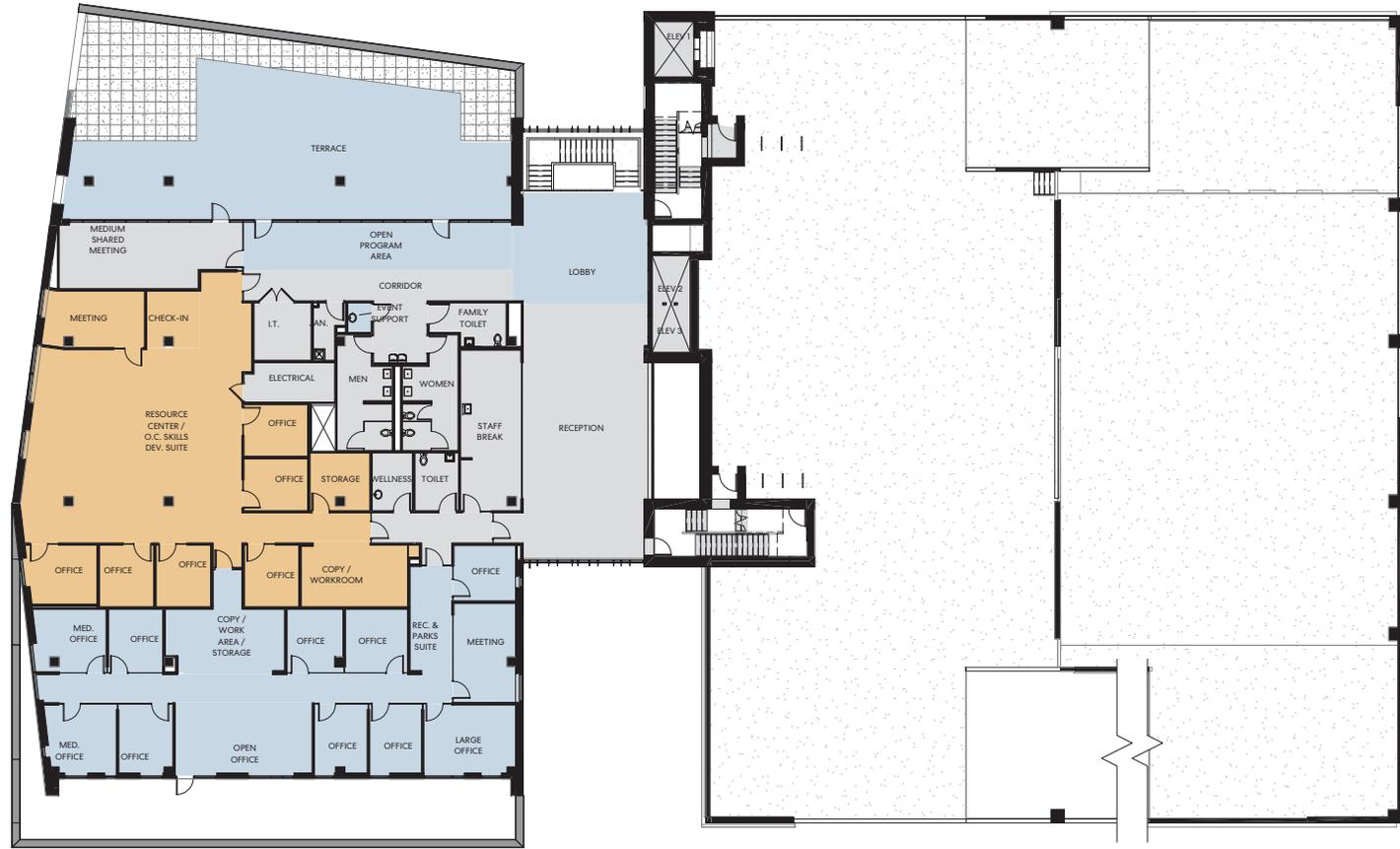


Partner Cost Allocation Plan

Level 3

LEGEND - Cost Allocation Plan

- Town of Carrboro Spaces
- Orange County Spaces
- Shared Space



Partner Cost Allocation

Summary

Allocation from Bid Tab 2/232022 using Building/Sitework/Parking % from 12/10/21 BCC estimate

SUMMARY

Orange County Spaces (SF)	18,811.26	52.72%
Town of Carrboro Spaces (SF)	<u>16,871.88</u>	47.28%
Total Allocated Space (SF)	35,683.14	

Total GSF (not including deck) 51,884.00

Total Shared space (SF) 16,200.86
 Orange County portion of Shared 8,540.69
 Town of Carrboro portion of Shared 7,660.17

Total Orange County Building Space	27,351.95	\$	460.24	\$	12,588,490.20
Total Town of Carrboro Building Space	24,532.05	\$	460.24	\$	<u>11,290,657.61</u>
				\$	23,879,147.81

Sitework

Total Orange County portion of Sitework	\$	1,316,588.76
Total Town of Carrboro portion of Sitework	\$	<u>1,180,852.72</u>
	\$	2,497,441.48

Parking

Cost per Space	\$	48,153.19
Orange County- Library per LUO	28	\$ 1,348,289.19
Orange County- Library over LUO reqt	18	\$ 866,757.34
Orange County- Skills per LUO	45	\$ 2,166,893.34
Town of Carrboro per LUO	42	\$ 2,022,433.79
Town of Carrboro- WCOM per LUO	2	\$ 96,306.37
OC Portion of Shared (36) per LUO	19	\$ 913,865.63
ToC Portion of Shared (36) per LUO	17	\$ 819,649.04
	<u>171</u>	\$ 8,234,194.70

Total Orange County Parking Spaces 110 \$ 5,295,805.50
 Total ToC Parking Spaces 61 \$ 2,938,389.20

Total Cost Allocation			
<i>Orange County</i>			
Building	\$	12,588,490.20	
Sitework	\$	1,316,588.76	
Parking	\$	5,295,805.50	
Portion of rounding error	\$	5.27	
Total Orange County Cost	\$	19,200,889.73	55.48%
<i>Town of Carrboro</i>			
Building	\$	11,290,657.61	
Sitework	\$	1,180,852.72	
Parking	\$	2,938,389.20	
Portion of rounding error	\$	4.73	
Total Town of Carrboro Cost	\$	15,409,904.26	44.52%
	\$	34,610,793.99	

Attachment 4

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
SOUTH GREENSBORO STREET PROPERTY
BY AND BETWEEN
THE TOWN OF CARRBORO, NORTH CAROLINA
AND
THE COUNTY OF ORANGE, NORTH CAROLINA**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the “*Second Amendment*”), amends the original DEVELOPMENT AGREEMENT REGARDING SOUTH GREENSBORO STREET PROPERTY BY AND BETWEEN THE TOWN OF CARRBORO, NORTH CAROLINA AND THE COUNTY OF ORANGE, NORTH CAROLINA dated December 4, 2017, as amended by the First Amendment to Development Agreement dated May 1, 2020, is made and entered into as of the _____ day of _____, 2022, by and between the **TOWN OF CARRBORO**, a North Carolina municipal corporation, hereafter referred to as the “*Town*”, and **THE COUNTY OF ORANGE**, a North Carolina county, hereafter referred to as the “*County*”. Collectively, the Town and the County are sometimes referred to in this Agreement as the “Parties”.

W I T N E S S E T H:

WHEREAS, the County and the Town entered into the original Agreement dated as of December 4, 2017; and

WHEREAS, pursuant to the original Agreement, the Town has entered into contracts for the design and construction of the proposed improvements for the Project on the Property; and

WHEREAS, significant changes have been made to the plan for development of the Property which is the subject of the Agreement; and

WHEREAS, the Parties entered into a First Amendment to Development Agreement (“First Amendment”) dated May 1, 2020, to reflect previous changes to the design and plan for development of the Property; and

WHEREAS, the Town and the County have each received, reviewed and on March 15, 2022 approved the Guaranteed Maximum Price (“GMP”; copy of GMP dated March 8, 2022 is attached hereto and incorporated by reference herein) for the Project and have determined to proceed with completion of the Project based on the GMP approved for the Project in the amount of Thirty Four Million Six Hundred Ninety Two Thousand Sixty Seven and no Hundredths Dollars (\$34,692,067.00); and

WHEREAS, the Parties wish to further amend the Agreement as set forth herein to reflect the change in circumstances which have occurred since the execution of the First Amendment; and

WHEREAS, it is the intent of the Parties that except as further amended by this Second Amendment, the terms of the Original Agreement shall remain in full force and effect; and

WHEREAS, the Town is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes (“**N.C.G.S.**”) 160A-16, and the County is authorized to enter into this contract pursuant to, *inter alia*, North Carolina General Statutes 153A-11, *et seq.*, and the Town’s Town Council and the County’s Board of County Commissioners have each determined that it is in the best interests of their citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the County intending to be legally bound do hereby agree as follows:

1. The Parties substitute the attached Partner Cost Allocation Plan prepared by Perkins & Will and dated February 23, 2022 as Exhibit C to the Agreement. To the extent that there is any discrepancy between the project cost reflected in the Partner Cost allocation Plan (Exhibit C) and the GMP, the GMP shall control; however, the Partner Cost Allocation percentages as shown on Exhibit C controls as to allocation of the GMP). All previous cost allocations for the Project are null and void.
2. Either Party may decide to seek bid alternates affecting their allocated space in the Project. In the event that a Party does award an alternate bid affecting its space only, then that Party shall bear 100% of any additional cost or of any savings realized as a result of the bid alternate.
3. Notwithstanding anything in the Agreement or the First Amendment to the contrary, the Parties each agree to pay their proportionate share of the Project costs as reflected on Exhibit C. The Town shall invoice the County Finance Office on a regular basis, not more frequently than once each month, for reimbursement of Project costs, and the County shall pay its share of such costs pursuant to the invoice within thirty (30) days of receipt of the Town’s invoice.
4. Except as specifically amended by this Second Amendment, the terms of the Agreement (as amended by the First Amendment), remain in full force and effect.

[signatures contained on next page]

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

TOWN OF CARRBORO

(Town Seal)

BY: _____
Richard White, Town Manager

ATTEST:

Mary Bryant, Town Clerk

This document is sufficient as to form.

Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

Finance Director

COUNTY OF ORANGE

(County Seal)

BY: _____
Bonnie Hammersley, County Manager

ATTEST:

_____, County Clerk

_____ County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Carrboro, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____, 2022.

(S E A L)

Notary Public
My Commission Expires: _____

_____ County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk of the County of Orange, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said County, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____, 2022.

(S E A L)

Notary Public
My Commission Expires: _____

BOCC Meeting Follow-up Actions

(Individuals with a * by their name are the lead facilitators for the group of individuals responsible for an item)

Meeting Date	Task	Target Date	Person(s) Responsible	Status
4/5/22	Review and consider request by Commissioner Price that staff discuss the possibilities of signalization of the Buckhorn Road/West Ten intersection based on increased traffic from new economic development projects	5/2022	Brenda Bartholomew	To be reviewed and considered
4/5/22	Pursue and provide information to the BOCC on NCDOT's and energy providers' current practices regarding use of herbicides, brush removal, etc. along roadsides, easements, etc.	6/2022	David Stancil Chris Hirni	To be pursued and information provided

INFORMATION ITEM

ORANGE COUNTY



Department of Environment,
Agriculture, Parks & Recreation

MEMORANDUM

To: Board of County Commissioners
Bonnie Hammersley, County Manager

From: Marabeth Carr, Landscape Architect

Copies: David Stancil, Director, Department of Environment, Agriculture, Parks & Recreation

Date: April 26, 2022

RE: Blackwood Farm Park Phase II - Construction Project Progress Update

The purpose of this memo and update is to provide a status report on the ongoing Blackwood Farm Park construction project.

Project Description: In June 2021, the Board of County Commissioners authorized a construction contract for the development of Blackwood Farm Park, Phase II. The contract of \$2,802,000 with J Kester and Rose of Fuquay-Varina, NC was executed and construction began in August 2021.

Background: Consistent with previously-approved construction drawings and bid documents developed by the contracted firm of Susan Hatchell Landscape Architecture, PLLC for the park construction, this project includes a new entrance into the park off NC 86 and the widening of NC 86 for new turning lanes into the park. Also included are a new parking area and loop driveway to the existing entrance (for special events). The construction project also includes developing an amphitheater that can accommodate concerts and performances, a large picnic shelter that can also double as a stage, two vault toilets, and a park office and maintenance area. Construction continues at the site at this time. Because of weather issues during the winter and early spring, the project is currently approximately three weeks behind schedule - with a completion date anticipated late-summer of 2022. Please note this contract does not include renovating the historic farmhouse which is also underway under a separate contract, along with the proposed disc golf course in the early planning stages.

Attachments: Attachment A – Photos of the construction underway

Attachment A

Photos of the construction progress at Blackwood Farm Park Phase II



Widening of Highway 86 for the new turning lanes into the Park

The new entrance into the Park and parking area



The new connector driveway to the exiting entrance for special events



The parking area is underway with the vault toilets in the background ready to be installed

The Amphitheater is well underway!



The new park office and garage waiting for the windows and doors