



**Orange County
Board of Commissioners**

Agenda

Business Meeting

November 15, 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. "The Nature of Orange" Photography Contest 2022
b. Presentation on 988 Suicide and Crisis Lifeline



5. Public Hearings

6. Regular Agenda

- a. Emergency Housing Assistance (EHA) Program Evaluation and Options for Next Steps
- b. Schools Safety Task Force – Proposed Charge, Composition, and Timeline

7. Reports

- a. Orange County Partnership to End Homelessness – 2022 Data Update

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. Refund for Overpayment of Excise Tax
 - c. Fiscal Year 2022-23 Budget Amendment #3
 - d. North Carolina Governor’s Highway Safety Program – Orange County Sheriff’s Office Traffic Safety Project and Approval of Budget Amendment #3-A
 - e. Proposed Amendments – Commission for the Environment Board-Specific Policy and Procedures
 - f. Amendment to the Persimmon Hill Farm (Bennett/Pelissier) Conservation Easement
 - g. Resolution Re-Naming the Whitted Meeting Room to the Donna S. Baker Meeting Room
 - h. End Point Protection – Managed Detection Response CrowdStrike Contract
 - i. Approval of the Assistance Policy and the Procurement and Disbursement Policy for the 2022 North Carolina Housing Finance Agency (NCHFA) Urgent Repair Program (URP22)

9. County Manager’s Report

10. County Attorney’s Report

11. *Appointments

12. Information Items

- Memorandum - Financial Report- First Quarter FY 2022-23
- Longtime Homeowner Assistance (LHA) Property Tax Program Prioritization

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**



Orange County Board of Commissioners' meetings and work sessions are available via live streaming video at orangecountync.gov/967/Meeting-Videos and Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: "The Nature of Orange" Photography Contest 2022

DEPARTMENT: Environment, Agriculture, Parks
& Recreation

ATTACHMENT(S):

- 1) Winning Photos on PowerPoint
- 2) Contest Brochure

INFORMATION CONTACT:

Kalani Allen, 245-2510
David Stancil, 245-2522

PURPOSE: To recognize the winners and thank all participants along with judges of "The Nature of Orange" 2022 Photography Contest.

BACKGROUND: The Orange County Commission for the Environment and the Parks and Recreation Council were once again sponsors of this year's "The Nature of Orange" Photography Contest, which was completed in June 2022. This year, the contest featured a theme of "Farms, Parks and Trails in Orange County." The goal of the contest was to inspire exploration, celebration and appreciation of Orange County's diverse landscapes and outdoor experiences. Photographers help document the beauty and diversity of our natural resources, and people connecting to their environment.

A total of 57 photographs were submitted throughout the contest. A panel of judges selected first, second and third place winners from the Youth and Adult divisions. In addition, judges identified one Honorable Mention award per division based on the many high-quality submissions. This year's judges were photographers David Pruitt, Nick Galin, and Kayla McKenzie.

Winners received a congratulatory letter, certificate, and a small monetary prize. Typically, the photographs are displayed throughout Orange County at locations such as at the Orange County Public Library and the Orange County Visitors Center. In addition, winning photographs are displayed on the Orange County DEAPR Facebook Page and will be "streaming" on the visual monitors in County facilities.

The 2022 contest winners are as follows:

Youth: 1st Place – **Allyson Wriedt**
2nd Place – **Kylee Harvey**
3rd Place – **Matthew Ramsey**
Honorable Mention: **Allyson Wriedt**

Adult: 1st Place – **Alexcina Wartski**
2nd Place – **Walker Winslow**;
3rd Place – **Darren Strickland**
Honorable Mention: **Walker Winslow**

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

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

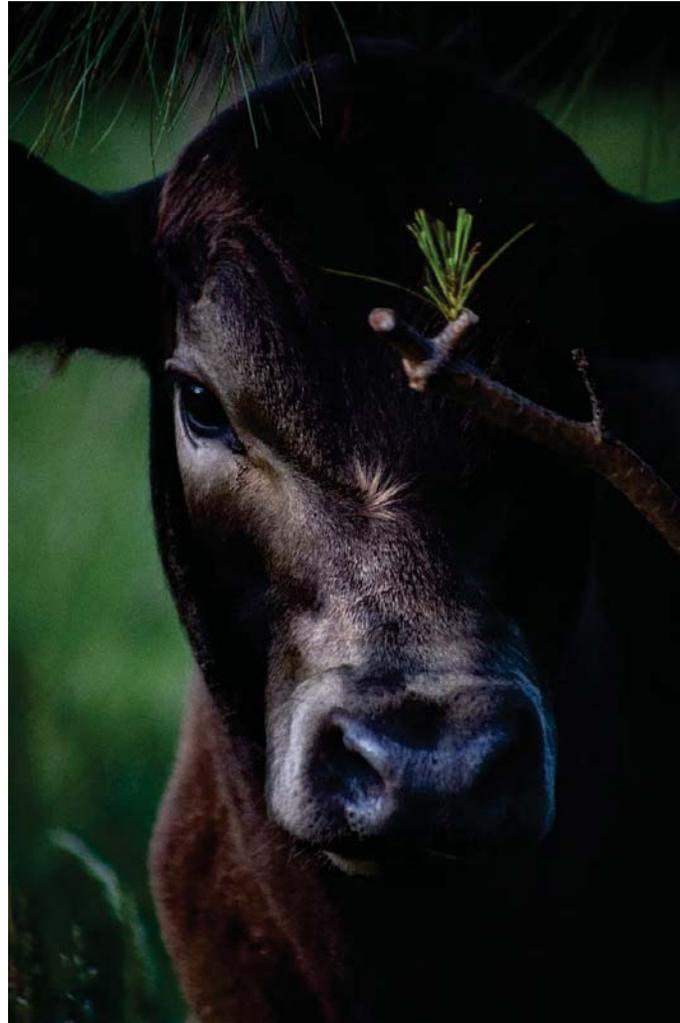
ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board recognize and congratulate the 2022 photography contest winners, and thank the judges and all those who participated in this community event.

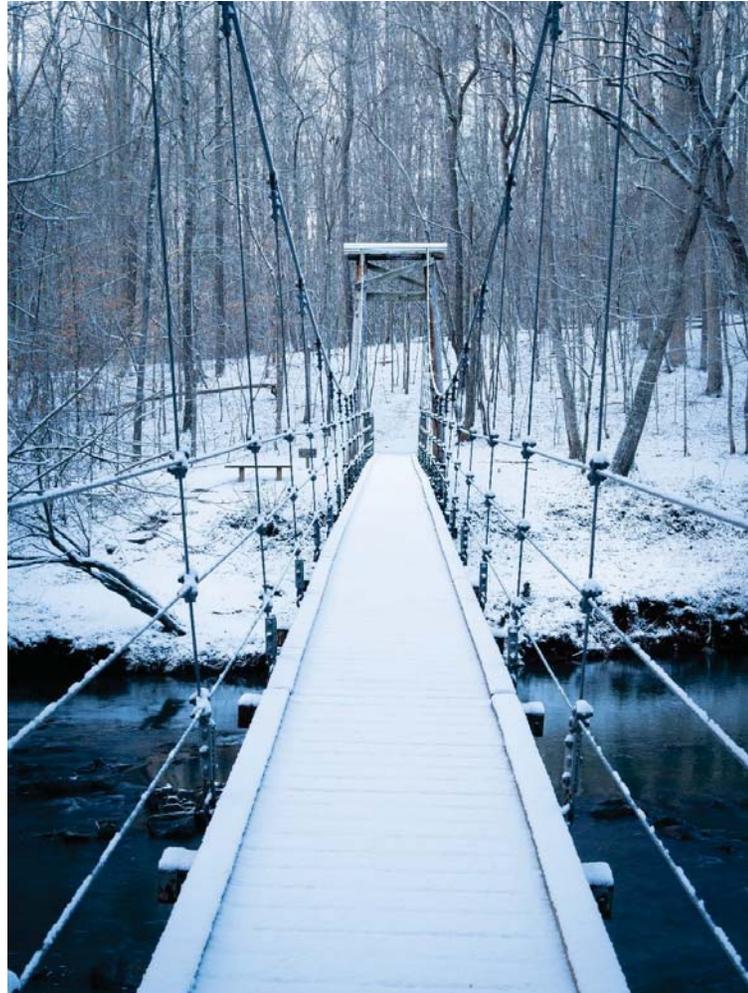
The
Nature
of
Orange
Photography Contest

- Annual photography contest, Year 2022
- Photographers help document the beauty and diversity of our natural resources or show residents enjoying our parks and environment. Theme this year: Farms, Parks and Trails in Orange County. All photos taken in Orange County.
- 57 entries (16 Youth and 41 Adults)
- Volunteer judges evaluated photos based on:
 - relevancy
 - composition/arrangement
 - focus/sharpness
 - lighting and creativity

1st Place Adult: "In the Pine"
Alexina Wartski



2nd Place Adult: “Fresh Fall”
Walker Winslow



3rd Place Adult: “Bumble Bee in Flight”
Darren Strickland



Honorable Mention Adult: “Fall Starburst”
Walker Winslow



1st Place Youth: “Afternoon Buzz”
Allyson Wriedt



2nd Place Youth: “Brothers”
Kylee Harvey



3rd Place Youth: “Lady E”
Matthew Ramsey



Honorable Mention Youth: “Violet Flowers”
Allyson Wriedt



The
Nature
of
Orange
Photography Contest

We thank our judges:

David Pruitt, Photographer

Nick Galin, Photographer and Videographer

Kayla McKenzie, Photographer

We thank our sponsors:

Parks and Recreation Council of Orange County

Commission for the Environment of Orange County

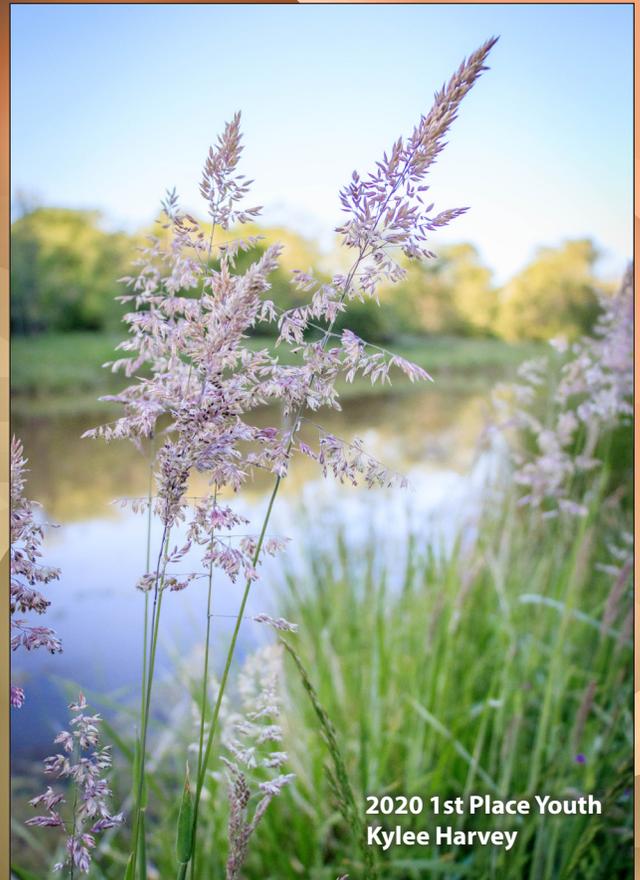


The Nature of Orange

Photography Contest

The Department of Environment, Agriculture, Parks and Recreation (DEAPR) is proud to present its annual **Nature of Orange** photography contest. The goal is to inspire exploration, celebration and appreciation of Orange County's diverse landscapes and outdoor experiences. Through photography we want to document the beauty of our wildlife, waterways, natural resources, and people connecting with the environment.

For more information on our local parks and recreation facilities, go to www.orangecountync.gov/DEAPR.



2020 1st Place Youth
Kylee Harvey

CONTEST RULES

- Photographs should feature Parks, Farms and Trails in Orange County with wildlife, natural resources, landscapes or people enjoying these outdoor spaces.
- All photos must be taken in a natural setting (no staged photos) and must be taken in Orange County.
- Orange County employees are eligible.
- DEAPR staff and contest judges are ineligible.
- Maximum of five (5) total photo entries per person.
- Photos must be high resolution .png or .jpg files.
- Email all photos to kallen@orangecountync.gov.

ENTRY DEADLINE: May 29, 2022

AGE DIVISIONS:

Youth (18 & under) and Adult

PRIZES IN EACH DIVISION:

\$100 First, \$75 Second, \$50 Third

TO ENTER:

Download the Entry Form at www.orangecountync.gov/NatureOfOrange and email the form and all photos to Kalani Allen at kallen@orangecountync.gov.

SPONSORS: Orange County Department of Environment, Agriculture, Parks and Recreation, Parks and Recreation Council of Orange County, Commission for the Environment of Orange County

Owner/Use Rights: Contestants retain the copyright to their photo-graphs, and all rights thereto, except as follows. Orange County and DEAPR shall have the right to use the likeness, name, and/or images photographed by contestants in any and all publications, including web site entries, without compensation in perpetuity. Photos will be credited to the contestant named in the entry form. Descriptions or titles, if any, used with the photos are in DEAPR's sole discretion. See Photo Release and Agreement on the required Entry Form

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Presentation on 988 Suicide and Crisis Lifeline

DEPARTMENT: County Commissioners

ATTACHMENT(S):

INFORMATION CONTACT:

Quintana Stewart, Health Director, 919-245-2412

Lisa DeCiantis, MA, LCMHC

Lisa.DeCiantis@dhhs.nc.gov

Saarah Waleed

Saara.waleed@dhhs.nc.gov

PURPOSE: To receive information regarding the 988 Suicide and Crisis Lifeline.

BACKGROUND: The 988 Suicide and Crisis Lifeline – previously known as the National Suicide Prevention Lifeline – is a national network of more than 200 crisis centers that helps thousands of people overcome crises every day. Local and state sources as well as the Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA) support these centers.

As of July 16, 2022, all calls and text messages to "988" route to a 988 Suicide and Crisis Lifeline call center.

Adult Mental Health Program Coordinator Lisa DeCiantis and Community Mental Health Section Chief Saarah Waleed from the North Carolina Department of Health and Human Services will be present at the meeting to share information and answer questions.

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

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are 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.
- **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.

This additional resource will create a safe community and ensure a community network of basic human services and infrastructure that maintains, protects and promotes the well-being of all residents in Orange County.

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Emergency Housing Assistance (EHA) Program Evaluation and Options for Next Steps

DEPARTMENT: Housing

ATTACHMENT(S):
EHA Program Options

INFORMATION CONTACT:
Corey Root, Housing Director, (919) 245-2490

PURPOSE: To receive an update on the Emergency Housing Assistance (EHA) program and options for next steps for program eligibility and services provided.

BACKGROUND: Starting in the fall of 2019, County and Town Housing staff worked collaboratively to consolidate four different emergency housing assistance programs to streamline program access, as well as program eligibility and services offered. This program expanded rapidly in later months in response to the great need for housing and utility assistance with the onset of COVID-19 in March 2020 and the lockdowns that followed. The EHA program has used many different funding sources since its inception, including CARES Act funding from local, state, and federal sources, the HOPE 1.0 program, Community Development Block Grant CARES Act funding (CDBG-CV), and the program is currently using American Rescue Plan Act (ARPA) funding. The County has a \$4.4 million in remaining APRA funds that must be allocated by December 2024 and expended by December 2026.

Between January 2020 and September 2022, the EHA program has assisted 2,593 households in Orange County, providing \$13.7 million in rent and utility assistance. 49% of the households served are Black/African American, 19% are Latine, 8% are multiracial, and 18% White/Caucasian. Of the households served, 74% are at extremely low income at 30% Area Median Income (AMI) and below, 21.5% are very low income at 50% AMI and below, and 4.5% are low income up to 60% AMI. These households were primarily located within the Towns of Chapel Hill (49%), Carrboro (28%) and Hillsborough (11%), and 24% were located in the unincorporated parts of Orange County.

Funding demands for the Emergency Housing Assistance program for FY 2022-23 will exceed available budgeted funds. At the same time, communities across the country are scaling back emergency rent assistance programs as COVID-related funding sources are depleted. Housing Department staff have worked with the Housing Directors for the Towns of Carrboro, Chapel Hill, and Hillsborough, and consulted best practices nationally and developed three Options for continuation of the Emergency Housing Assistance program:

1. Keeping the program eligibility and services offered largely the same to provide income support for low-income households

2. Narrowing focus on program eligibility and services to primarily stabilize households
3. Narrowing focus even further on program eligibility and services to prevent eviction and homelessness

FINANCIAL IMPACT: The Emergency Housing Assistance program has \$4,201,041 budgeted for FY2022-2023 and has spent \$2,446,017 through October 31, 2022. Staff project that the current EHA program model will result in \$3,669,026 estimated spending through December 31, 2022.

Potential financial impacts will be determined by the Board's feedback and decision on future direction of the EHA program.

- Option 1 – Choosing to continue the program with current eligibility and services would require \$3,708,829 additional funding to continue program operations through June 30, 2023
 - 12 month program costs are estimated at \$7,909,870 less budgeted funds of \$4,201,041 = \$3,708,829
- Option 2 – Choosing to continue the program shifting to housing stability goals would require \$1,996,163 additional funding to continue program operations through June 30, 2023
 - 12 month program costs are estimated at \$5,056,355, or \$2,528,178 for six months
 - \$4,201,041 funded budget for FY22-23, less \$3,669,026 estimated spending through December 31, 2022 leaves \$532,015 available budget
 - \$2,528,178 for six months funding less \$532,015 available budget = \$1,996,163
- Option 3 – Choosing to continue the program shifting to eviction and homelessness prevention goals would require \$508,074 additional funding to continue program operations through June 30, 2023
 - 12 month program costs estimated at \$2,080,177, or \$1,040,089 for six months
 - \$4,201,041 funded budgeted for FY 2022-23, less \$3,669,026 estimated spending through December 31, 2022 leaves \$532,015 available budget
 - \$1,040,089 for six months funding less \$532,015 available budget = \$508,074

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 receive options, provide feedback on next steps for the Emergency Housing Assistance (EHA) program, and consider selecting one of the options outlined above.

Program Component	Option 1 GOAL: Income Support for Low-Income Households	Option 2 GOAL: Housing Stability	Option 3 GOAL: Eviction & Homelessness Prevention	NOTES
<i>Program Cost</i>	<i>Highest</i>	<i>Medium</i>	<i>Lowest</i>	
Rent arrears	YES	YES	YES	
Future rent	YES - 3 months	YES - 1 month	YES - 1 month	
Homeowner mortgage assistance	YES - when not available via NCHFA Homeowner Assitance Program	YES - when not available via NCHFA Homeowner Assitance Program	NO - available via NCHFA Homeowner Assistance Program	
Utility arrears	YES	YES	YES	
Future utilities	Only if recurring amount stated in lease	NO	NO	
Housing application fees	YES	YES	YES	
Security deposits	YES	YES	YES	
Moving costs	YES	NO	NO	
One-time storage fees	YES	NO	NO	
Late fees to landlord	YES	YES	YES	
Pet fees	Arrears only	Arrears only	YES - if necessary to prevent eviciton or homelessness	
Court/attorney fees	Arrears only	Arrears only	YES - if necessary to prevent eviciton or homelessness	
Washer/dryer fees	Only if recurring amount stated in lease	Only if recurring amount stated in lease	YES - if necessary to prevent eviciton or homelessness	
Costs for damage to unit	NO - landlord costs may be covered by OC Housing Displacement Mitigation funding	NO - landlord costs may be covered by OC Housing Displacement Mitigation funding	NO - landlord costs may be covered by OC Housing Displacement Mitigation funding	
Internet/cable	YES - internet only when need demonstrated for work or other reasons	YES - internet only when need demonstrated for work or other reasons	YES - internet only when need demonstrated for work or other reasons	
Hotel stays	NO - short-term stays with definite end date can be covered by homelessness diversion funding	NO - short-term stays with definite end date can be covered by homelessness diversion funding	NO - short-term stays with definite end date can be covered by homelessness diversion funding	
Serves 30% AMI and below	YES	YES	Only for people in eviction proceedings or exiting homelessness	
Serves 50% AMI and below	YES	Only for people in eviction proceedings or exiting homelessness	Only for people in eviction proceedings or exiting homelessness	
Serves 60% AMI and below	YES	Only for people in eviction proceedings or exiting homelessness	Only for people in eviction proceedings or exiting homelessness	

Program Component	Option 1 GOAL: Income Support for Low-Income Households	Option 2 GOAL: Housing Stability	Option 3 GOAL: Eviction & Homelessness Prevention	NOTES
Serves 80% AMI and below	NO	NO	NO	
Serves 100% AMI and below	NO	NO	NO	
No cap on award amounts	YES	NO - \$6000 cap annually	NO - \$5000 cap annually	Average future rent payment is \$1953; average arrears payment is \$2121
No cap on repeat applicants	YES	YES	YES	
Number of new applications per month	256	164	68	256 average applications July-September 2022; 64% of approved applications are from households at 30% AMI and under; 68 average applications for EDP + EHA eviction cases
Number of temp staff required (in addition to 1 FTE Team Lead)	8	5	2	Staff average 32 applications/month
Estimated applications approved per month	218	139	57	15% of applications are ineligible and are not approved
Estimated applications approved per year	2,611	1,671	689	Number of applications per month times 12 months
Estimated direct assistance for 12 months (rent, arrears, utilities, etc)	\$7,512,422	\$4,807,950	\$1,980,815	Average EHA payment is \$2877, multiplied by the number of estimated approved apps per month times 12 months
Estimated operating costs for 12 months (staff, admin)	\$397,448	\$248,405	\$99,362	Number of temp staff required x \$49,261/year + \$420/year for telephone service
TOTAL PROGRAM COST for 12 months	\$7,909,870	\$5,056,355	\$2,080,177	

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Schools Safety Task Force – Proposed Charge, Composition, and Timeline

DEPARTMENT: County Commissioners

ATTACHMENT(S):

- 1) Draft Task Force Charge,
Composition, and Timeline

INFORMATION CONTACT:

Travis Myren, 919-245-2308

PURPOSE: To:

- 1) Discuss and determine the charge and composition for a Schools Safety Task Force;
- 2) Establish a timeline for completion of the Task Force's work/report/recommendations to the Board of Commissioners; and
- 3) Appoint two (2) Commissioners to serve on the Task Force.

BACKGROUND: The Board of Commissioners previously requested information on how the County may regulate protests or large gatherings in Orange County. At its [October 3, 2022 Business meeting](#), the Board deferred consideration of an ordinance and determined it would form a Task Force to consider school safety.

During the October 18, 2022 Business meeting, the Board had an initial discussion regarding the composition and charge for the Task Force. Commissioners Jean Hamilton and Earl McKee volunteered to draft a proposed charge for the Board's consideration.

The Task Force charge will include but not necessarily be limited to:

1. Discuss ways in which the Orange County government, schools, law enforcement, and community can enhance the safety of the school environment to protect from external threats and promote the education of Orange County K-12 public school students;
2. Recommend to the Board of County Commissioners new or amended policies, ordinances, and/or practices that will address those external threats and provide a safer school environment for our students.

Commissioners Hamilton and McKee also recommend that the Task Force meet a minimum of six times between January and June of 2023.

The Board had also discussed adding students to the list of proposed members. As a result, two student representatives from each school district have been added to the proposed composition. The draft charge, composition, and timeline is provided as ***Attachment 1***.

Assuming the Board establishes an application process for public participation, the Clerk's Office will begin soliciting membership applications for a pool of applicants for the Board to review and make formal appointments.

The County Manager's Office will secure a facilitator to guide the Task Force's efforts.

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:

- 1) Approve the charge, composition, and timeline of the Schools Safety Task Force as detailed in ***Attachment 1***;
- 2) Authorize the County Manager's Office to secure a facilitator to guide the Task Force's efforts and approve the use of up to \$10,000 from the Commissioners' Contingency line item to fund the facilitator; and
- 3) Appoint two (2) Commissioners to serve on the Task Force.

ATTACHMENT 1

ORANGE COUNTY SCHOOLS SAFETY TASK FORCE CHARGE, COMPOSITION, and TIMELINE

Task Force Charge:

1. Discuss ways in which the Orange County government, schools, law enforcement, and community can enhance the safety of the school environment to protect from external threats and promote the education of Orange County K-12 public school students;
2. Recommend to the Board of County Commissioners new or amended policies, ordinances, and/or practices that will address those external threats and provide a safer school environment for our students.

Task Force Composition:

Position #	Representation	Appointment Process
1	Resident – Chapel Hill Carrboro City School District	Application
2	Resident – Chapel Hill Carrboro City School District	Application
3	Resident – Orange County School District	Application
4	Resident – Orange County School District	Application
5	Orange County Schools Student	Superintendent Appointment
6	Orange County Schools Student	Superintendent Appointment
7	Chapel Hill Carrboro City Schools Student	Superintendent Appointment
8	Chapel Hill Carrboro City Schools Student	Superintendent Appointment
9	Board of Commissioners Representative	BOCC Appointment
10	Board of Commissioners Representative	BOCC Appointment
11	Board of Education Representative – CHCCS	Board of Education Appointment
12	Superintendent or Designee - CHCCS	Superintendent Appointment
13	Board of Education Representative – OCS	Board of Education Appointment
14	Superintendent or Designee - OCS	Superintendent Appointment
15	Sheriff or Designee	Sheriff Appointment
16	Carrboro Police Chief or Designee	Town Appointment
17	Chapel Hill Police Chief or Designee	Town Appointment
18	Hillsborough Police Chief or Designee	Town Appointment

Task Force Timeline:

The Task Force will conduct its meetings between January and June of 2023, holding a minimum of six (6) meetings during that timeframe.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

**Action Agenda
Item No. 7-a**

SUBJECT: Orange County Partnership to End Homelessness – 2022 Data Update

DEPARTMENT: Housing

ATTACHMENT(S):

Attachment 1: 2022 Homeless Infographic
Attachment 2: Orange County Homeless
System Gaps Analysis

INFORMATION CONTACT:

Rachel Waltz, Manager, Orange County
Partnership to End Homelessness,
(919) 245-2496

PURPOSE: To provide an overview of the work of the Orange County Partnership to End Homelessness (OCPEH), including updated data about homelessness in Orange County submitted to the United States Department of Housing and Urban Development (HUD) earlier this year, and current homeless system gaps.

BACKGROUND: The Orange County Partnership to End Homelessness (OCPEH) was created in 2008 to coordinate funding and activities to end homelessness in Orange County. OCPEH is jointly funded by Orange County (39.5%) and the Towns of Carrboro (14.3%), Chapel Hill (39.7%), and Hillsborough (6.5%).

The 2022 Homeless Point-in-Time count showed a decrease in the number of people experiencing homelessness, down from 176 people in 2021 to 133 in 2022. There are many success stories, including filling the homeless system gaps and expanding program offerings now available in the community. Looking at numbers from previous years, there are also significant barriers and challenges in the work to prevent and end homelessness, and little progress overall in decreasing the number of people experiencing homelessness as this number is virtually flat since 2017.

OCPEH Manager Rachel Waltz will present the updated data and discuss how current data relate to identified gaps in the homeless service system, including permanent supportive housing, rapid re-housing, and street outreach programs.

FINANCIAL IMPACT: There is no financial impact associated with receiving the update.

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 receive the update as information and provide any comments or questions.



2022 HOMELESSNESS IN ORANGE COUNTY

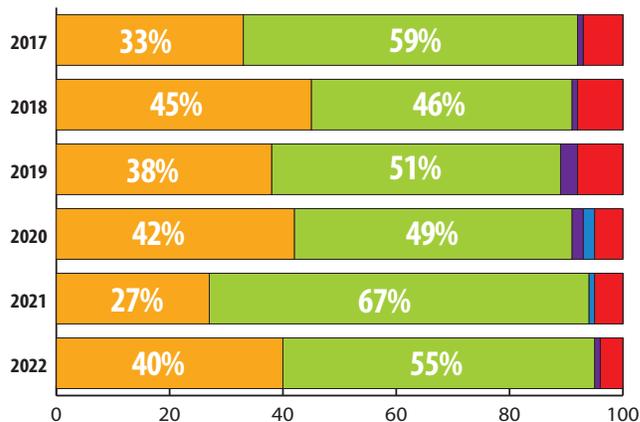
On one night...

The Point-in-Time (PIT) Count is a nationwide, annual count of people experiencing sheltered homelessness (emergency shelter and transitional housing) and unsheltered homelessness (places not meant for human habitation like vehicles, sheds, or outside) on one night. PIT data track demographic information and trends over time.

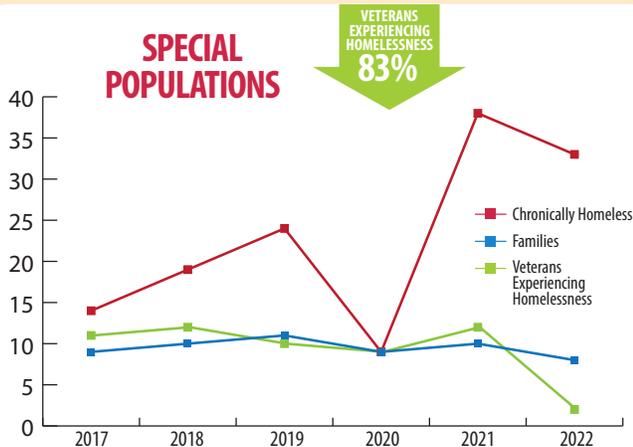
POINT-IN-TIME COUNT DATA 2017-2022



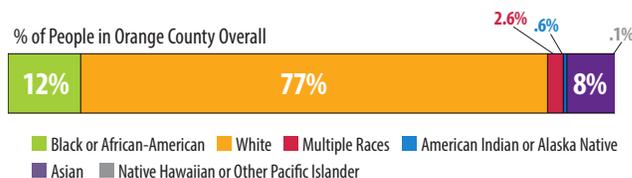
RACE



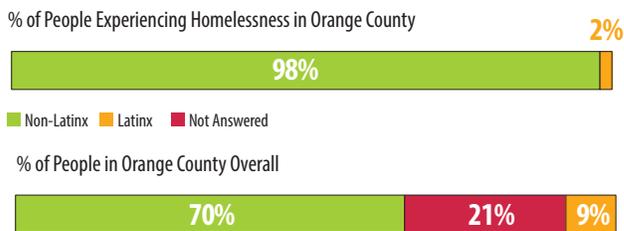
SPECIAL POPULATIONS



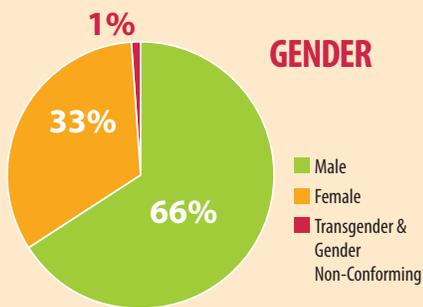
% of People in Orange County Overall



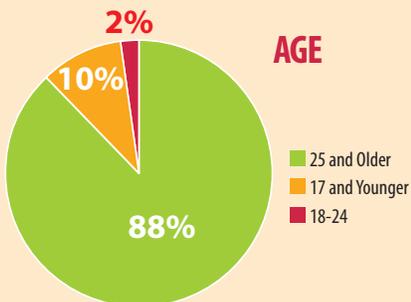
ETHNICITY



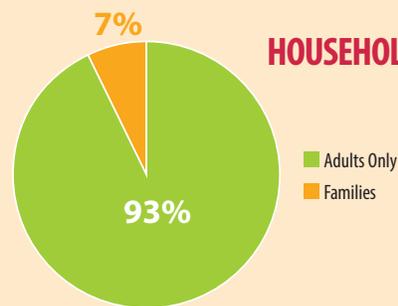
GENDER



AGE



HOUSEHOLD TYPE





2022 HOMELESSNESS IN ORANGE COUNTY

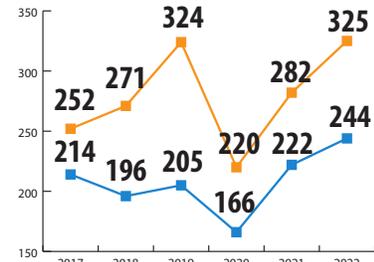
How we are doing overall...

The Orange County Partnership to End Homelessness, aligned with the U.S. Interagency Council on Homelessness strategic plan, Home, Together, works to make homelessness Rare, Brief & One-Time. System Performance Measure data inform our progress on these goals.

RARE



325 People entering shelter and housing programs
244 Of those, people experiencing homelessness for the first time



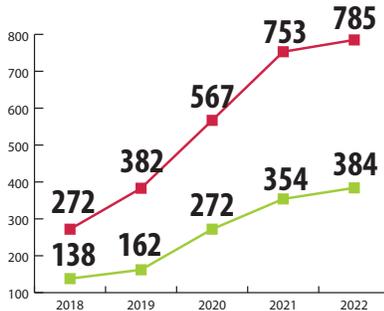
■ People served in one year ■ People experiencing homelessness for the first time

BRIEF



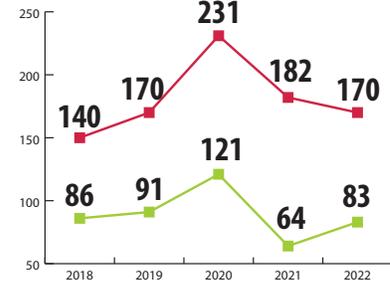
785 Average days (Highest Ever)
384 Median days

Length of time homeless (days)



■ Average ■ Median

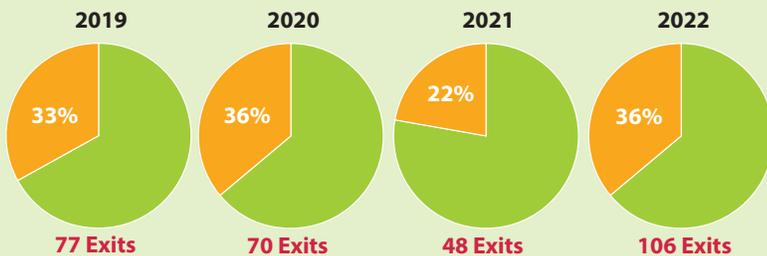
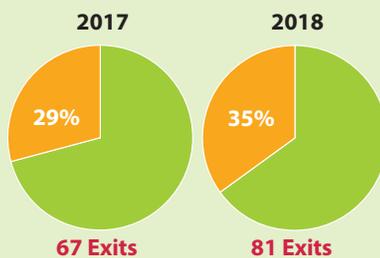
Length of time in shelter or transitional housing (days)



ONE TIME



36% Exited to permanent housing



ONE TIME

11% Returned to homelessness within 2 years

	2017	2018	2019	2020	2021	2022
From Shelter	26%	11%	43%	6%	14%	6%
From Transitional Housing	0%	0%	26%	25%	30%	20%
From Permanent Housing	0%	3%	3%	10%	3%	9%
Total Returns	10%	6%	18%	14%	9%	11%
Number of Exits	196	102	72	100	176	83

Update to Homeless System Gaps Analysis

December 2021

EXECUTIVE SUMMARY

Orange County has made great strides in filling gaps in the homeless service system over the past two years. Service providers and local governments have significantly expanded programs and services to address the needs of people at-risk of and experiencing homelessness. Community members and other funders have also stepped up to finance new and expanded programs.

At the same time, **demand for homelessness prevention, services, and housing has also increased.** The COVID global pandemic exposed existing inequality and overwhelmed existing supports and systems. **There are currently fifteen gaps to be filled to meet the current need and end homelessness in Orange County.**

Filling the gaps will provide the right mix of client-centered and evidenced-based programs which will in turn result in **homelessness in our community becoming rare, brief and one-time.**

FILLED:

- Housing Access Coordinator
- Homelessness Diversion Funding
- Street Outreach

TO BE FILLED:



• HOUSING

- Income Based Rental Units
- Rapid Re-housing
- Permanent Supportive Housing
- Youth Housing
- Landlord Incentives
- Housing Locator
- Furniture and Household goods



• SERVICES – TEMP. HOUSING

- Accessible, housing-focused shelter
- Medical respite beds
- Bridge Housing



• SERVICES - CONNECTIONS

- Housing Helpline staffing
- Crisis/Diversion Facility
- Integrated Service Center



• SERVICES - DIGNITY

- 24 hour bathrooms
- Memorial service funding

GAP DETAILS



FILLED GAPS

Since the first homeless system gaps analysis in 2017, three gaps have been filled.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Housing Access Coordinator	Position moved from CEF to Orange County	FILLED	Funded via OC Partnership to End Homelessness budget (local governments)	Continued program

Program Description:

The Housing Access Coordinator (HAC) position originated at the Community Empowerment Fund (CEF) in 2018 and moved to Orange County housing in 2020. This position works with landlords and property management staff to recruit existing housing units in our community to use Housing Choice Vouchers (Section 8) as well as other housing vouchers like Rapid Re-housing and veterans programs.

This position has a limited capacity to also work with people in housing search. The HAC would work closely and directly with the Housing Locator position, which is a current Housing Gap to be filled.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Homelessness Diversion Funding	\$13,000 in diversion funding provided by Carolina Homelessness Prevention Initiative (CHPI)	FILLED	Ongoing CHPI leadership development and funding continuing Funded via CHPI (nonprofit)	Continued program

Program Description:

Homelessness diversion funding is flexible funding that allows people to find safe alternatives to emergency shelter. Orange County has reduced the number of people entering the homeless system through flexible diversion funds provided by the Carolina Homelessness Prevention Initiative (CHPI) as well as effective utilization of Emergency Housing Assistance and the Eviction Diversion program. CHPI was started by a group of undergraduate students at UNC who wanted to help people experiencing homelessness.

After conversations with service providers and OCPEH staff, CHPI decided to tackle homelessness diversion, a gap at that time. CHPI has a system of ongoing member recruitment and leadership development to ensure ongoing continuation of this completely student-led and operated 501(c)3 nonprofit organization.

GAP DETAILS



FILLED GAPS

Since the first homeless system gaps analysis in 2017, three gaps have been filled.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Street Outreach	Program started October 2020, 3 FTE (1 clinical coordinator + 2 peer support navigators) - ocpehnc.com/street-outreach	FILLED	Funded initially via Emergency Solutions Grant COVID funding (Oct 2020 – November 2021); Orange County providing continuation funding with American Rescue Plan (ARP) Need ongoing annual program funding July 2022 and beyond.	\$299,562 additional annual funding for July 2022 and beyond;

Program Description:

The Street Outreach, Harm Reduction, and Deflection (SOHRAD) program began operations in October 2020 with three full-time positions – a clinical coordinator and two peer support navigators. SOHRAD works with people who are living unsheltered to connect them with housing and services. Since beginning client work in November 2020 and through mid-September 2021, SOHRAD staff served over 200 people including helping 48 people enter housing, and assisted with over 50 deflections from law enforcement involvement, including arrest and jail. Funding for a fourth full-time position was approved by Town of Chapel Hill in January 2022.

Program Budget:

Salary & benefits for 3 Peer Street Navigators	\$185,763
Salary & benefits for 1 Clinical Coordinator	\$81,174
Training / Mileage	\$7,500
Supplies for engagement	\$25,125
TOTAL	\$299,562

GAP DETAILS



CURRENT GAPS: HOUSING

Orange County has made significant progress on filling some system gaps, there is also more work to be done. Here is the current status with some gaps added from previous editions of the Gaps Analysis.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Income-based rental housing	Some units available in the community from Town/County subsidies and HUD subsidies, but referrals were not coordinated or prioritized and the community need outstrips the number of available units; There has been a significant expansion in the availability of Housing Choice Vouchers (HCV) since Oct 2020 with 100% of vouchers available through coordinated entry	PARTIALLY FILLED	Progress has been made with Master Leasing but barriers exist in the application process that exacerbate the lack of affordable housing options for people with criminal justice backgrounds and eviction histories	9,553 households are currently "rent burdened" meaning they spend more than 30% of their income on housing costs

Program Description:

Having an adequate supply of housing that people can afford is one of the key drivers of ending homelessness. People are less likely to become homeless if they are not rent burdened and more likely to exit homelessness faster if they can find housing that is affordable. Income based rental housing uses household income to determine amount of rent paid by clients. The greatest need exists for units that are affordable for households at no more than 30% of the area median income.

Program Budget:

Depends on approach

GAP DETAILS



CURRENT GAPS: HOUSING

Orange County has made significant progress on filling some system gaps, there is also more work to be done. Here is the current status with some gaps added from previous editions of the Gaps Analysis.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Expanded Rapid Re-Housing	Best practice program started April 2020, as of September 2021 have 2 FTE case managers	PARTIALLY FILLED	Best practice program funded via combination of Emergency Solutions Grant COVID (ESG-CV) funds, HOME funds for Tenant Based Rental Assistance, and County Maintenance of Effort (MOE) funding; ESG-CV funding for case manager and financial assistance to end February 2022; Program targeted long-term shelter stayers, plus others on HOME Committee list; Need funding for a total of 6 case managers plus client financial assistance to serve 180 households per year (30 per case manager per year)	\$1,373,133 additional annual funding

Program Description:

Rapid Re-housing provides a flexible mix of short-term rental assistance and case management with services provided in a trauma-informed, client-centered manner. As of September 2021, there are over 160 households each month who are connected to service providers and in need of permanent housing, almost all of whom would be well served by Rapid Re-housing.

Program Budget:

Salary & benefits for 5 case managers	\$333,633
Expected ESG funding for RRH services	(\$ 40,500)
SUBTOTAL - case manager funding needed	\$293,133
Client financial assistance - \$1200/household/month x 12 months x 5 case managers	\$1,080,000
TOTAL	\$1,373,133

GAP DETAILS



CURRENT GAPS: HOUSING

Orange County has made significant progress on filling some system gaps, there is also more work to be done. Here is the current status with some gaps added from previous editions of the Gaps Analysis.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Permanent Supportive Housing (PSH)	2 current programs serve Orange County: IFC (best practice program) and Community Link	PARTIALLY FILLED	Need additional funding for program expansion, helpful to identify non-HUD source for services funding to serve as match for CoC-funded PSH	\$200,000

Program Description:

Permanent Supportive Housing (PSH) serves people experiencing chronic homelessness, providing housing subsidy and case management. The Inter-Faith Council for Social Service (IFC) is requesting funds for 3 FTE case managers to allow expansion of best practice PSH program. The current program cannot expand due to the need for match funding. The program currently has 2 FTEs funded by Continuum of Care (CoC) funding. Providing local funding for PSH services would allow the CoC dollars to be used for rental assistance, and adding another FTE case manager (3 total) would provide the staff capacity needed to administer additional rental assistance from reallocated CoC funds. Permanent Supportive Housing demand has been exacerbated by COVID, from an average of about 25 households per month in February 2020 who are experiencing chronic homelessness and have high service needs to about 40 households per month in September 2021. There have been zero program referrals to PSH in the past two years because current programs are full.

Program Budget:

Salary & benefits for 3 case managers + IFC overhead	\$200,000
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GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Youth Housing Program	Program that served Durham revamped to adopt Rapid Re-housing model	UNFILLED	Need program expansion funding to cover youth in Orange County	\$162,160

Program Description:

Funding LGBTQ Center of Durham for housing, therapy, and case management for youth (age 18-24) exiting homelessness in Orange County; program serves both LGBTQ and non-LGBTQ youth. The Center completely revamped their youth housing program in response to COVID - changing from a host home program model to rapid re-housing inclusive of rental assistance and services.

Program Budget:

Staff Salaries	1/3 Program Director and Case Manager	\$33,997
Therapy Services	Contract services with mental health service providers	\$36,663
Housing	\$1000/month for 7 clients for 12 months	\$84,000
Admin and overhead		\$ 7,500
TOTAL		\$162,160

GAP DETAILS



CURRENT GAPS: HOUSING

Orange County has made significant progress on filling some system gaps, there is also more work to be done. Here is the current status with some gaps added from previous editions of the Gaps Analysis.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Sustained funding for Landlord Incentive Program (LIP)	Implemented LIP in April 2020 (flyer) to increase units available for people exiting homelessness and people with Housing Choice Vouchers	PARTIALLY FILLED	Funding requested via County American Rescue Plan (ARP) funding, to be decided Fall 2021	\$200,000 annually for 200 units

Program Description:

The Landlord Incentive program provides landlords with \$1000 signing bonus for new leases and \$500 for renewing leases for Housing Choice Voucher participants and participants in other programs like Rapid Re-housing, veterans programs, and for clients working with the Local Reentry Council and Compass Center. The County has funded LIP with CARES Act and HCV funds that all expire at the end of 2021. LIP is managed by the Housing Access Coordinator. COVID eviction moratorium created stagnation in unit turnover -- providing Landlord Incentives for new and renewing leases has proven an effective strategy during COVID to create unit availability for people with Housing Choice and other vouchers.

Program Budget:

100 new leases, \$1000 each	\$100,000
200 renewal leases, \$500 each	\$100,000
TOTAL	\$200,000

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Housing Locator	Orange County allocated the County portion for this position in the FY21-22 budget	UNFILLED	Housing Locator allow the HAC to concentrate on system-level unit recruitment	\$67,000

Program Description:

The Housing Locator would provide client-level assistance in locating units for people exiting homelessness, people with Housing Choice Vouchers, and other people at risk of homelessness who contact the Housing Helpline. The position will work in coordination with the Housing Access Coordinator (HAC) to develop and maintain landlord relationships. This will allow the HAC to focus more completely on system-level landlord recruitment, which is currently difficult due to demand for providing direct housing navigation support for the more vulnerable residents in housing search with vouchers in-hand. People are searching for units with Housing Choice Vouchers and other rental assistance without being able to locate units. As of September 2021, there are over 160 households experiencing homelessness who are connected to service providers and in active housing search, up from average of 102 households in 2019.

Program Budget:

Salary & benefits for Housing Locator position	\$67,000
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GAP DETAILS



CURRENT GAPS: HOUSING

Orange County has made significant progress on filling some system gaps, there is also more work to be done. Here is the current status with some gaps added from previous editions of the Gaps Analysis.

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Furniture and household goods	Orange County used state CARES Act funding for a furniture and household goods program in November 2020 – over 71 households applied in a 6 week period, of whom 39 were funded an average of \$800	PARTIALLY FILLED	The Furniture Program, St. Thomas More's Caring and Sharing Center, and CommunityWorx thrift store offer some options for furniture and household goods for people entering housing. Gaps remain for returning clients, clients in Ashley Forest, and to meet community-wide need for all people exiting homelessness	\$160,000

Program Description:

People exiting homelessness often have little to no furniture or the other things needed to create a home, like linens, dishes, and cleaning supplies. Having items to make a housing unit livable and comfortable contribute greatly to housing stability. A best-practice program design would allow for a great deal of flexibility and client choice in allowing people to pick both what they need and what they would like for their homes. Orange County is on track to house over 160 households in 2021, the project budget estimates for 200 households understanding some do not come through the HOME Committee. The project budget estimates \$800 per household, understanding some people will be fully or partially served by existing community programs, but that gaps remain.

Program Budget:

200 households per year, \$800 each \$160,000

GAP DETAILS



CURRENT GAPS: SERVICES - TEMP. HOUSING

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Accessible, Housing-Focused Shelter	Noncongregate shelter program at local hotel funded by FEMA May 2020 – June 2021	PARTIALLY FILLED	Changes to the Chapel Hill Good Neighbor Plan are needed to allow IFC to implement best practice, low barrier approach and Emergency Shelter designation at IFC Community House; IFC also needs increased staffing to provide low barrier shelter	\$194,700 (revising Good Neighbor Plan) to \$3.17 million (building new shelter)

Program Description:

HUD recommends that emergency homeless shelters are accessible with low barriers to entry. Currently there is no same-night shelter availability in Orange County – people wait days, weeks, or months to enter and the wait time is highly variable. HUD further recommends that shelters are fully integrated into a housing-focused homeless service system. Stipulations in the current Good Neighbor Plan (GNP) agreement between shelter operator IFC and the neighbors of the men's shelter, Community House regarding the designation and programming at IFC Community House do not allow this currently. OCEPH will convene facilitated community conversations around current restrictions to try to determine a way forward – changing the GNP, building a new shelter, or other option(s).

Program Budget: TBD

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Medical Respite Beds	Group of UNC Healthcare and homeless/housing service providers meeting regularly to advance plan; UNC Healthcare management is interested to pursue	UNFILLED	Working now on nursing-home based model 5 bed project proposal for potential funding by UNC Healthcare	Budget TBD

Program Description:

Beds with low level medical care available for people discharging from hospital without a place to live, 2-6 week stays previewed for people who are able to complete their activities of daily living but need skilled care such as wound care or IV medicine administered. Currently these patients are long-term stayers at the hospital or discharged to homelessness – a medical respite program would free up needed hospital beds and also ensure people experiencing homelessness are getting needed care. The program will be designed to meet community need, particularly being able to serve people with behavioral health issues and/or criminal justice involvement

Program Budget: TBD

GAP DETAILS



CURRENT GAPS: SERVICES - TEMP. HOUSING

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Bridge Housing	Reentry House Plus opened Summer 2021 to provide bridge housing to up to 3 participants at a time, plus a house manager who also has a history of incarceration	UNFILLED	Orange County Local Reentry Council (LRC) seeing 65 people exiting jail or prison per year needed an average of 60 nights stay	\$220,500

Program Description:

There is a critical need for short-term, low barrier reentry housing and supporting services to help reentering individuals re-integrate into the community, especially during COVID. Bridge Housing funds allow for short-term supportive stabilization housing at hotels for up to 60 days for 55 reentering individuals per year and supportive services for 65 individuals through Reentry House Plus. Reentry House Plus has contracted with the SWIT (Success While in Transition) program run by individuals who themselves have reentered successfully to provide a month-long course and ongoing one-on-one case management and peer mentoring for these individuals in collaboration with our Local Reentry Council. Bridge Housing and support is an evidence-based best practice for ensuring stabilization and support for people reentering from incarceration, which has been identified as a critical priority by U.S. Housing and Urban Development Secretary, Marcia Fudge.

Program Budget:

Hotels – 55 people per year, an average of 60 nights, \$55/night	\$181,500
Services – SWIT classes, \$600/person for 65 people	\$39,000
TOTAL	\$220,500

GAP DETAILS



CURRENT GAPS: SERVICES - CONNECTIONS

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Housing Helpline Staffing	Program moved to Orange County March 2020; expanded to full time hours (Monday-Friday, business hours) plus one day a week in-person in Chapel Hill as of September 2021 ocpehnc.com/housing-help	PARTIALLY FILLED	Have ongoing funding for 2 FTE from Continuum of Care grant; one-time 12 month funding for .5 FTE from ESG-CV; Have requested .5 FTE funding from ARP to make this 1 FTE; have funding for 4 temporary staff through June 2022	\$161,010 additional annual funding to add 2 FTE July 2022 and beyond

Program Description:

The Orange County Housing Helpline is the centralized access point for people in housing crisis, including people who need to access emergency shelter, homelessness diversion, eviction diversion, and homelessness prevention including rent and utility assistance. Since launching in March 2020 through mid-September 2021, Helpline staff have fielded over 24,000 calls and 18,000 emails, serving over 8800 households. In September 2021 the Helpline received an average of 82 calls and 47 emails per day of people in housing crisis. Helpline staff offer assistance using a trauma-informed and client-centered approach. The increased volume of people in housing crisis due to COVID results in increased need for Housing Helpline staff to answer calls and emails.

Program Budget:

Salary & benefits for 2 Coordinated Entry Housing Specialists \$161,010

GAP DETAILS



CURRENT GAPS: SERVICES - CONNECTIONS

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Crisis/Diversion Facility	Orange County Behavioral Health Task Force subcommittee working since 2019 on program to divert people in behavioral health crises from jail and hospitals. Stakeholders are combining conversations about a Sobering Center with this project	UNFILLED	UNC Healthcare seeing 10-15 encounters/5 people per week presenting at Emergency Department (ED) without medical conditions beyond alcohol use; discussion of rolling detox/sobering space into long-term planning for best practice Crisis/Diversion Facility	Facility to receive people who can be diverted from jail or hospitals

Program Description:

A Sober Center would provide a detox/sobering space outside of the hospital Emergency Department. The Center would feature medical detox and other low intensity medical care needed in addition to case management with connections to street outreach and other service providers. UNC Emergency Medicine is interested in developing a program in a community location -- not be proximate to the ED because of regulatory requirements.

Program Budget: TBD

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Integrated Service Center	IFC Commons opened January 2021 providing bathrooms, showers, service navigation	PARTIALLY FILLED – CEF Hub providing supportive services	Continuing community conversations to explore potential integration with IFC Commons, Sober Center, Crisis Center	Budget TBD

Program Description:

An integrated service center is a central location where people in housing crisis could access many different needed services including housing navigation, service connections, showers, lockers, medicine storage, medical care, and food. Services would be provided in a trauma-informed and client-centered manner. Behavioral Health Taskforce Day Center Workgroup has recommended the following positions to address people in crisis in early engagement with additional service connections: Harm Reduction Therapist and Harm Reduction Peer Support Specialist.

Program Budget: TBD

GAP DETAILS



CURRENT GAPS: SERVICES - DIGNITY

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
Memorial Service Funding	CEF held vigil in December 2020 for people that passed the previous year; community member expressed interest in setting up GoFundMe to establish funding	PARTIALLY FILLED – CEF has received a \$1500 grant from UNC	DSS can assist with cremation if person is unclaimed; can explore receiving discounted rate while allowing person to be claimed by community members	\$5000 annually

Program Description:

Many people experiencing or with lived experience of homelessness are also medically fragile. Several times each year members of our community pass away. Oftentimes this is followed by case managers having to scramble to assemble funding and resources needed for a memorial service. Service providers have requested our community to establish a fund to use in these circumstances that would allow memorial services to occur with less stress, to provide needed closure for all community members.

Program Budget:

\$1000 for 5 services/year

GAP	PROGRESS SINCE JUNE 2019	STATUS	NOTES	NEEDED TO FILL
24 Hour Bathroom with showers and drinking water Access in Downtown	Need exacerbated with COVID, now returned to pre-COVID levels; Working group coordinated by the Town of Chapel Hill came up with pilot program in 2019	PARTIALLY FILLED - IFC Commons bathroom open; Carrboro Town Commons open	24-hour access and downtown location are key elements; OCPEH will touch base with Town of Chapel Hill planning group to determine next steps	Budget TBD

Program Description:

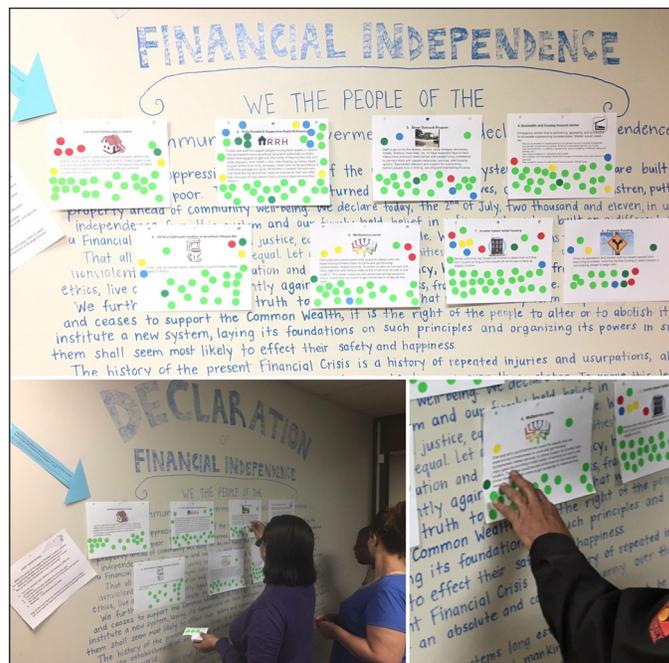
Bathroom and shower access in downtown Chapel Hill/Carrboro for all community members, including people experiencing homelessness.

Program Budget: TBD

BACKGROUND

The Orange County Partnership to End Homelessness is a diverse group of community stakeholders including services providers, local governments and community members who work to prevent and eliminate homelessness in Orange County. This collaborative seeks to ensure that homelessness is rare, brief and one time through a coordinated system of assessment and service delivery including prevention and diversion, emergency shelter and rapid re-housing and permanent housing options.

In 2016-2017 the Orange County Partnership to End Homelessness (OCPEH) gathered a series of meetings with people with lived experience of homelessness, homeless service providers, community leaders, and state homeless experts to map the homeless service system in Orange County. This process created the Orange County homeless system map and the homeless system gaps analysis. OCPEH staff work with community members to update the gaps analysis annually, the latest updated is previewed to be approved by the OCPEH Leadership Team in October 2021.



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 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: October 3, 2022 Business Meeting

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.

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUSINESS MEETING**
6 **October 3, 2022**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Business Meeting on Monday,
9 October 3, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

10
11 **COUNTY COMMISSIONERS PRESENT:** Chair Renee Price, Vice Chair Jamezetta Bedford,
12 and Commissioners Amy Fowler, Sally Greene, Jean Hamilton, Earl McKee, and Anna
13 Richards

14 **COUNTY COMMISSIONERS ABSENT:** None

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

19
20 Chair Price called the meeting to order at 7:00 p.m. All commissioners were present.

21
22 **1. Additions or Changes to the Agenda**

23 Commissioner Bedford noted she plans to pull item 8-e from the consent agenda during
24 that portion of the agenda.

25
26 **Chair Price dispensed with reading the public charge.**

27
28 **2. Public Comments (Limited to One Hour)**

29 a. Matters not on the Printed Agenda

30 Laura Bibb said she is a lifelong Orange County resident and attended public schools in
31 Orange County. She said she graduated from UNC-Asheville in 2000 and UNC Law School in
32 2003. She said she and her husband settled here to raise their children. She said she is
33 concerned by what appears to be a lack of a strategic approach to development in Efland. She
34 said there are growing numbers of public hearings and more industrial warehouses being built.
35 She said there is an increase in heavy traffic from warehouses and trucks. She also said the
36 warehouses give trucks an additional excuse to bypass the weigh station on I-40/85. She said it
37 is a narrow and dangerous road with lots of curves and a 55 miles per hour speed limit. She
38 said there is also a school and soccer complex there, so the road is traveled frequently by
39 children and families. She said driving down West Ten Rd. is dangerous, and creates noise and
40 environmental pollution around a school that is currently struggling. She said Gravelly Hill has a
41 rating of an F. She said she is concerned by the lack of concern the Commissioners have about
42 development there.

43
44 b. Matters on the Printed Agenda

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

46
47 **3. Announcements, Petitions and Comments by Board Members**

48 Commissioner Hamilton said she had no comments.

49 Commissioner Greene said she went to a talk last week at the botanical garden by
50 Johnny Randall who spoke about native wildflowers and how they grow in utility line easements
51 and road beds. She said it reminded her an initiative had been started as a collaboration

1 between the county and power companies to better manage road beds so native flowers would
2 be able to thrive. She said turns out that the Board of Commissioners passed a resolution right
3 before COVID to ask for work to be done on this. She said it got started but was a casualty of
4 COVID. She said the Board authorized the Commission for the Environment and county staff to
5 work with the botanical garden to encourage the NC Department of Transportation, utility
6 companies, and property owners to plan implement and study such road bed and rights of way
7 management practices. She petitioned the Board to formally reinstate this process and work.

8 Commissioner Bedford said she had no comments.

9 Commissioner Fowler said she had no comments.

10 Commissioner Richards said petitioned county staff to further research universal pre-
11 K. She said the county is working on the long term strategic facilities plan and believes this
12 would be good information to have. She said staff could report back on how long they would
13 need for this research, but that she would like it to be a part of the Board's strategic plan and
14 the facilities plan.

15 Commissioner McKee said he would like to second Commissioner Richards's petition,
16 and had no further comments.

17 Chair Price said she would like to put a third on that petition because it is something
18 the Board has talked about before. She said as the Board gets into the actual strategic
19 planning, some of the items that Commissioner Greene and Commissioner Richards mentioned
20 that drift away and are brought back up can become part of the plan so there is constant work
21 on them. She said she had a meeting this morning with the town mayors over breakfast with the
22 point of continuing to work together and collaborate. She said she took a tour of Perry Place last
23 week which is the affordable housing complex that straddles both Carrboro and Chapel Hill. She
24 said CASA manages this development, and it is moving along well. She said residents should
25 be able to move in by the end of December or beginning of January.

26 27 **4. Proclamations/ Resolutions/ Special Presentations**

28 29 **a. Fire Prevention Week Proclamation**

30 The Board considered the approval of a proclamation designating the week of October 9
31 through 15, 2022 as Fire Prevention Week in Orange County.

32
33 **BACKGROUND:** Fire Prevention Week is celebrating its 100th year, the longest running health
34 campaign, to honor the brave firefighters and first responders who risk their lives to protect us
35 every day and reaffirm the importance of fire safety and preparedness.

36
37 Fire Prevention Week was started by the National Fire Protection Association (NFPA) in 1922 to
38 commemorate the Great Chicago Fire of 1871. Fire Prevention Week teaches children and
39 adults how to stay safe in the event of a fire. In 1925, President Calvin Coolidge proclaimed the
40 first National Fire Prevention Week to occur from October 4 through October 10, 1925.
41 President Coolidge stated that, "This waste results from the conditions which justify a sense of
42 shame and horror; for the greater part of it could and ought to be prevented... It is highly
43 desirable that every effort be made to reform the conditions which have made possible so vast a
44 destruction of the national wealth".

45
46 The Great Chicago Fire burned from October 8 to October 10, 1871, with most of the damage
47 occurring on October 9th. The fire caused roughly \$200 million in damages, killing
48 approximately 300 people, and destroying over 17,000 buildings and structures. The
49 consequences were more than just fire damage itself, as martial law had to be declared after an
50 outbreak of looting and lawlessness.

51

1 Fire impacts a community financially, including lost tax revenue, reduced tourism and business
 2 investment, downgraded bonds, and reduced real estate values. This week, all people in
 3 Orange County should educate themselves about fire prevention and safety and recommit to
 4 taking the necessary steps to prevent fires. The year's theme, "Fire will not wait. Plan your
 5 escape.™," effectively serves to remind Orange County residents of the importance of having a
 6 home fire escape plan.

7
 8 Commissioner McKee read the following proclamation:
 9

10 **ORANGE COUNTY BOARD OF COMMISSIONERS**
 11 **PROCLAMATION**
 12 **FIRE PREVENTION WEEK**
 13 **OCTOBER 9-15, 2022**
 14

15 WHEREAS, Orange County is committed to ensuring the safety and security of all those living in
 16 and visiting our county; and
 17

18 WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are
 19 the locations where people are at greatest risk from fire, understanding that:
 20

- 21 • Home fires caused 2,580 civilian deaths in the United States in 2020, according to the
 22 National Fire Protection Association® (NFPA®), and fire departments in the United
 23 States responded to 356,500 home fires.
- 24 • Home fires caused 4 civilian deaths in Orange County in 2021 and fire departments
 25 responded to 1,296 home fires.
- 26 • Smoke alarms sense smoke well before you can, alerting you to danger in the event of
 27 fire in which you may have as little as two minutes to escape safely.
- 28 • Working smoke alarms cut the risk of dying in reported home fires in half.
- 29 • Orange County residents should be sure everyone in the home understands the sounds
 30 of the smoke alarms and knows how to respond.
- 31 • Orange County residents who have planned and practiced a home fire escape plan are
 32 more prepared and will therefore be more likely to survive a fire.
- 33 • Orange County residents need to make sure their smoke and carbon monoxide (CO)
 34 alarms meet the needs of all their family members, including those with sensory or
 35 physical disabilities.
- 36 • Orange County first responders are dedicated to reducing the occurrence of home fires
 37 and home fire injuries through prevention and protection education.
- 38 • Orange County residents that are responsive to public education measures are better
 39 able to take personal steps to increase their safety from fire, especially in their homes;
 40 and

41
 42 WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape,"
 43 effectively serves to remind us it is important to have a home fire escape plan;
 44

45 NOW THEREFORE, we, the Orange County Board of Commissioners, do hereby proclaim

1 October 9-15, 2022, as Fire Prevention Week throughout this community, and urge all the
 2 people of Orange County to prepare and practice a home fire escape plan for Fire Prevention
 3 Week 2022 and to support the many public safety activities and efforts of Orange County's fire
 4 and emergency services.

5
 6 This the 3rd day of October, 2022.

7
 8
 9 _____
 10 Renee Price, Chair
 11 Orange County Board of
 12 Commissioners
 13

14 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to
 15 approve and authorize the Chair to sign the proclamation.

16
 17 **VOTE: UNANIMOUS**
 18

19 Chair Price said this is the 100th year of fire prevention week. She said even though this
 20 proclamation is dedicated to fire prevention, fires do happen, and we should recognize and
 21 acknowledge the challenging and heroic acts of firefighters and first responders and thank them
 22 as well.

23 Elizabeth Farnan, Orange County Fire Marshall, said we are fortunate to be in a county
 24 that recognizes and supports the importance of fire prevention and fire and life safety education.
 25 She said as a fairly new Division Chief of Fire and Life Safety with all fairly new staff, it is their
 26 passion and goal to provide fire prevention and education on a level and in a manner that has
 27 never been provided before in Orange County. She said they know this is the key to reducing
 28 the number of fire fatalities, fire responder injuries, and increasing fire and life safety for all
 29 residents, employees, and visitors in Orange County. She said one of the Division's first goals
 30 with the help of a very generous donation from the Hillsborough Exchange Club was to adopt a
 31 dog that would help accomplish providing fire prevention and education. She introduced the
 32 very first robotronic "Sparky the Dog". She said during the month of October, Sparky will assist
 33 the Orange County Fire and Life Safety Division working collaboratively with the schools,
 34 Orange Rural Fire Department, and Safe Kids in providing every public, charter, and private
 35 school in the Orange County school system with fun, interactive, and STEM-driven fire
 36 prevention and education activities.

37
 38 **5. Public Hearings**

39 **a. Unified Development Ordinance (UDO) Text Amendments – Erosion & Sedimentation**
 40 **Control (E&SC) and Stormwater Management**

41 The Board received the proposed UDO amendments, considered conducting a public hearing
 42 and accepting public comment, and considered approving the Statement of Approval and
 43 Consistency and UDO Amendments.
 44

45 **BACKGROUND:** As Planning staff shared during the May 18, 2021 public hearing to adopt
 46 UDO amendments related to North Carolina General Statute (NCGS) 160D, additional
 47 amendments related to stormwater Performance Guarantees were necessary and were moving
 48 forward on a separate path for consideration. The proposed UDO amendments proposed now
 49 seek to specifically:
 50

- 1 • Ensure that County regulations are consistent with NCGS Chapter 160D-804.1, related
2 to the acceptance of Performance Guarantees;
- 3 • Update existing E&SC and Stormwater Management regulations to coincide with 15A
4 North Carolina Administrative Code (NCAC) Chapter 4: Sedimentation Control Rules,
5 15A NCAC 02H .1000 through .1062: Stormwater Management Rules, the most current
6 North Carolina Department of Environmental Quality (NCDEQ) Erosion and Sediment
7 Control Planning and Design Manual, and the most current version of the NCDEQ
8 Stormwater Design Manual;
- 9 • Ensure that County implementation of its delegated Local Programs for E&SC and
10 Stormwater Management conforms with the NCDEQ's most current Rules and Model
11 Ordinances related to E&SC and Stormwater Management;
- 12 • Clarify/refine County requirements for Stormwater Control Measure (SCM) Performance
13 Guarantees;
- 14 • Clarify/refine County requirements for annual SCM monitoring and 5-year inspections,
15 and eliminate unenforceable County requirements for SCM maintenance guarantees;
- 16 • Provide more equitable Land Disturbing Permit (aka "grading permit") timeframes; and
- 17 • Update E&SC and Stormwater Management terms, definitions, and standards to be
18 consistent with the most current North Carolina NCDEQ rules/guidance.
19

20 Joint Planning Area (JPA) Review: In accordance with the Joint Planning Agreement with the
21 Towns of Chapel Hill and Carrboro, the UDO amendment package was sent to Town staffs on
22 July 30, 2021, April 12, 2022, and April 25, 2022. The Town of Chapel Hill staff sent the
23 comments contained in Attachment 6 on April 18, 2022. The Town of Carrboro planning staff
24 sent the memorandum contained in Attachment 6 on May 16, 2022. Both Town staffs found **no**
25 **inconsistency** with the Joint Planning Area Land Use Plan.

26
27 Planning Board Recommendation: The Planning Board reviewed this item at its May 4, 2022
28 regular meeting and its September 7, 2022 regular meeting. At the September 7, 2022 regular
29 meeting, the Planning Board voted **unanimously** to recommend **approval** of the amendments.
30 An excerpt of the approved minutes from the May 4, 2022 meeting are included in Attachment
31 4. An excerpt of draft minutes from the September 7, 2022 meeting and the signed Statement
32 of Approval and Consistency are included in Attachment 5. Materials for these Planning Board
33 meetings are available at: <http://orangecountync.gov/AgendaCenter/Planning-Board-26>. Prior
34 to making its recommendation, the Planning Board reviewed the materials in an "Ordinance
35 Review Committee" (ORC) meeting on August 4, 2021. An excerpt of the approved meeting
36 notes from the August 4, 2021 meeting are included in Attachment 3, and materials for that
37 meeting are also available at: <http://orangecountync.gov/AgendaCenter/Planning-Board-26>
38

39 Planning Director's Recommendation: The Planning Director recommends **approval** of the
40 Statement of Approval and Consistency as contained in Attachment 1 and **approval** of the UDO
41 Amendments as contained in Attachment 2.
42

43 Cy Stober, Planning and Inspections Director, reviewed the background information for
44 the item and made the following PowerPoint presentation:
45

Slide #1

Orange County Board of County Commissioners (BOCC)

PUBLIC HEARING – Agenda Item 5-a

UDO Text Amendments:
Erosion & Sedimentation Control, Stormwater, and
Performance Guarantees

October 3, 2022

Presenters: Cy Stober, AICP (Planning Director)
Christopher Sandt, PE (Staff Engineer)



Planning and Inspections Department

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Slide #2

WHY WE'RE HERE TODAY:

To consider action on County-initiated amendments to the Unified Development Ordinance (UDO) that are necessary to conform to the State's most current Model Ordinances for Erosion & Sedimentation Control, Stormwater Management, and Performance Guarantees as mandated by applicable State General Statutes, Rules, and Design Manuals.

- Clarification of procedural requirements and performance guarantees for Erosion & Sedimentation Control and Stormwater Management (i.e. improve UDO "readability")
- Incorporation of consistent terminology into the UDO to match NCDEQ's most current Rules, Model Ordinances, and Definitions for all things Stormwater Management and Erosion & Sedimentation Control

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Slide #3

BACKGROUND

Delegated Authority for Erosion & Sedimentation Control (E&SC)

- Sedimentation Pollution Control Act of 1973 (SPCA)
- State Sedimentation Control Commission (SCC), governing entity
- G.S. 113A - Article 4: Local Programs and Local Approval of E&SC
- County was first delegated authority as a Local Program in 1975 for E&SC by the SCC; renewed in 2020
- State Model Ordinance for E&SC; last revised November 2021
- E&SC is enforced by the Planning Department's E&SC Division
 - *State E&SC Planning and Design Manual, 15A NCAC Chapter 4*
 - *Issuance of Land Disturbing Permits (LDPs)*
 - *Authority limited to non-agricultural land use (i.e. non-farm)*

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8

Slide #4

Erosion & Sedimentation Control



Faircloth Skimmer



Sediment Basin with Skimmer (newly constructed)



Sediment Trap in Need of De-Mucking (but it did its job)



Check Dams



Coir Matting

**NOTE: E&SC CONTROLS ARE
TEMPORARY STRUCTURES**

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Slide #5

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BACKGROUND

County's Delegated Authority for Stormwater Management

- Clean Water Act of 1972 (CWA)
- Environmental Management Commission (EMC), governing entity
- G.S. 143-214.7: Stormwater Runoff Rules and (Local) Programs
- Orange County was delegated authority as a Local Program in 2001 for stormwater management (Neuse); renewed in 2022
- State Model Ordinance (Neuse-TarPam), last revised Feb. 2021
- Stormwater is enforced by the Engineering Div. of Planning Dpt.
 - *State Stormwater Design Manual (MDC), 15A NCAC 02B and 02H*
 - *Issuance of Stormwater Management Plan (SMP) approvals*
 - *Authority limited to non-agricultural land use (i.e. non-farm)*

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Cy Stober said Christopher Sandt is the county's reviewer for enforcement of all of these rules. He said he is in the Erosion and Sedimentation Control Division of the Planning Department. He said Patrick Mallet has Erosion Control Officers who review all land disturbance permits and plans that deal with erosion and sedimentation control. He said Christopher Sandt deals with all storm water devices that are installed in the county.

1 Slide #6



Stormwater Control Measures



Stormwater Wetland



Dry Detention Pond

NOTE: SCMS ARE PERMANENT STRUCTURES



Existing Legacy Sediment Basin



Level Spreader

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Slide #7



RECOMMENDATIONS:

- A thorough Peer Review process was conducted over an 18-month period that included County staff, Towns (Carrboro, Chapel Hill, Mebane), and NCDEQ
- Staff recommends approval to bring UDO into compliance with NC General Statutes
- The Planning Board voted unanimously to recommend approval of these proposed UDO Amendments at the September 7, 2022 meeting



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1 Slide #8



AMENDMENT EXAMPLES:

Terminology, Terminology, Terminology!!!

Inconsistent Terminology:

- ~~Soil Erosion & Sedimentation Control Plan~~
- ~~Infiltration Techniques~~
- ~~Land Disturbance Permit~~
- ~~Stormwater Permit~~
- ~~Financially Responsible Person~~
- ~~Runoff, Run-off, Discharge~~



Correct/Current Terminology:

- Erosion and Sedimentation Control Plan
- Infiltration Systems
- Land Disturbing Permit (LDP)
- Certificate of Stormwater Compliance
- Financially Responsible Party
- Stormwater Runoff

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Christopher Sandt, Staff Engineer, continued the presentation. He said there are 147 pages of the nearly 700 page Unified Development Ordinance that were affected by these changes. He said the reason for the changes is that the county is obligated to keep local programs in conformance with state rules and regulations, and there have been some changes to those since the last time the UDO was amended. He also said some of the terminology is incorrect due to changes in the industry. Some examples of this are included in slide #8.

Slide #9



AMENDMENT EXAMPLES (continued):

New Section/Table 4.2.10 (defines thresholds for EC and Stormwater Plans)

Table 4.2.10: Stream County Waters with Metrics

WATERSHED	EROSION CONTROL (SQ. FEET)	STORMWATER		NUTRIENTS		
		CFR ¹	CFR ² / Degree of Reduction	SI	P	
SUNDEAR New River Area	Beth Creek	20,880	21,798	43,588	"NA"	"NA"
	New Creek	20,880	21,798	43,588	"NA"	"NA"
	Cane Creek	118,088	21,798	43,588	"NA"	"NA"
	Cane Creek Critical Area	118,088	21,798	43,588	"NA"	"NA"
	New River (protected)	20,880	21,798	43,588	"NA"	"NA"
	New River (unprotected)	20,880	21,798	43,588	"NA"	"NA"
	Jordan Lake (unprotected)	20,880	21,798	43,588	"NA"	"NA"
	Jordan Lake (protected)	20,880	21,798	43,588	"NA"	"NA"
	University Lake	118,088	21,798	43,588	"NA"	"NA"
	University Lake Critical Area	118,088	21,798	43,588	"NA"	"NA"
NEUSE Falls Lake	Falls River	20,880	12,098	21,798	2.2	8.33
	Lake River	20,880	12,098	21,798	2.2	8.33
	Slater Crk	118,088	12,098	21,798	2.2	8.33
	Slater Crk Critical Area	118,088	12,098	21,798	2.2	8.33
	Slater Crk (unprotected)	20,880	12,098	21,798	2.2	8.33
ROANOKE Hicc Creek	Hicc Creek	20,880	NA	NA	NA	NA
	South Hicc Creek	20,880	43,588	43,588	NA	NA

¹ Filter required
² Jordan Lake outlet export regulations are not currently enforced, in conformance with state standards, Orange County will require enforcement of outlet export regulations when the data is available
 NOTE:
 1) Thresholds are based on a square foot (sq. ft.)
 2) Not part of larger development
 3) Nutrients limits in pounds per acre
 4) 23,000 square feet = 1 acre
 5) 1,738 square feet = 1/10 acre
 6) 18,000 square feet = 1/4 acre
 7) 4,466 square feet = 1/10 acre
 8) 18,000 square feet = 1/4 acre
 9) 4,466 square feet = 1/10 acre
 10) 18,000 square feet = 1/4 acre
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 97) 4,466 square feet = 1/10 acre
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 99) 4,466 square feet = 1/10 acre
 100) 18,000 square feet = 1/4 acre

- New Sections 2.27 and 6.22, specific to Performance Guarantees
- Land Disturbing Permit (LDP) timelines updated for better continuity, Section 2.18.5
 - **EXIST:** 18 months to start construction, 2 years to construct, 2-year extension w/ payment of 1/2 current LDP fee
 - **PROP:** 3 years to start construction, or the LDP expires. Once construction started, must renew LDP every 2 years w/ payment of 1/2 current LDP fee

11

1 Christopher Sandt said slide #9 showed the threshold chart, which developers and
2 applicants have to adhere to this if they want to disturb earth in Orange County. He said the
3 chart was not previously part of the UDO, but it makes sense for it to be added for thoroughness
4 of the document.

5
6 Slide #10



RECOMMENDATIONS:

- 1. Receive the proposed UDO Amendments;
- 2. Conduct the Public Hearing and accept the Planning Board recommendation and staff/public comments;
- 3. Close the Public Hearing; and
- 4. Approve/Adopt the proposed UDO Amendments



7
8 Christopher Sandt said they submit annual reports to the state for erosion control and
9 storm water, which are due on October 21st. He said over the past couple of years they have
10 made it clear to the state that the county has been working on these amendments, and hopes to
11 be able to report that the needed changes have been made with the adoption of the changes
12 tonight.

13
14 Slide #11



QUESTIONS/COMMENTS:

Cy Stober, AICP (Planning Director), cstober@orangecountync.gov, 919-245-2575

Christopher Sandt, PE (Staff Engineer), csandt@orangecountync.gov, 919-245-2583



Eno River

15
16 Commissioner Bedford asked what a borrow area is.

1 Christopher Sandt said a borrow pit is an area from which builders can borrow fill/dirt,
2 with the proper erosion control measures. He said it is a pretty common construction practice.

3 Commissioner Bedford asked what department regulates erosion control for agricultural
4 development.

5 Christopher Sandt said the county is able to regulate anything that is not farm related.
6 He said if someone wanted to build a residential home on a farm, the county would be able to
7 enforce its rules and regulations specific to the residential area of the property. He said the farm
8 itself is regulated by the Forest Service and they are held to erosion control standards, even
9 though they have a little more leeway.

10 Commissioner Hamilton thanked Cy Stober and Christopher Sandt for the thorough
11 presentation. She commended them for how easy it was to follow the presentation and
12 materials despite the highly technical terms.

13 Cy Stober said this is the work product of Christopher Sandt and James Bryan in the
14 county attorney's office.

15 Commissioner McKee congratulated staff on this effort to bring the county in compliance
16 with state requirements. In reference to the erosion control devices shown on the screen earlier
17 and the things Christopher Sandt mentioned, he said he works on the I-40 Toll Road project and
18 the erosion control plan for that project is approximately three inches thick. He said it is very
19 comprehensive, is adhered to closely, and there are extreme measures if it's not adhered to. He
20 said the erosion control devices also actually work because in all of the rain received last week
21 due to Hurricane Ian, all of them held.

22
23 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to
24 open the public hearing.

25
26 **VOTE: UNANIMOUS**

27
28 No one signed up to speak for the public hearing.

29
30 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to
31 close the public hearing.

32
33 **VOTE: UNANIMOUS**

34
35 A motion was made by Commissioner McKee, seconded by Commissioner Greene, to
36 approve the Statement of Approval and Consistency and UDO Amendments.

37
38 **VOTE: UNANIMOUS**

39 **6. Regular Agenda**

40 **a. Regulation of Gatherings on and near School Property and Public Playgrounds**

41 The Board held a first reading of an ordinance regulating picketing on or within a specified
42 distance of School Property and Public Playgrounds.

43
44
45 **BACKGROUND:** The Board of Commissioners requested information on how the County may
46 regulate protests or large gatherings in Orange County. The Board initially received information
47 on this subject at its [February 1, 2022 Business meeting](#). At that meeting the Board discussed
48 many aspects of this type of regulation including prohibiting large gatherings on certain public
49 school properties. The Board further discussed this topic at its [May 10, 2022 work session](#). At
50 that work session the Board determined parades would not be regulated and provided further
51 direction to the County Attorney for revisions to be brought back to the Board for future

1 consideration. At the [June 2, 2022 work session](#), the Board determined to move forward with
2 an ordinance prohibiting picketing on School Property. At the [June 21, 2022, Business meeting](#)
3 the Board determined the ordinance would be brought back at its meeting in October. The
4 agenda materials for each prior discussion may be viewed at the links above.

5
6 Pursuant to the Board's prior discussions and input, the County Attorney revised the draft
7 ordinance which generally provides as follows:

- 8
9 • Only covers Picketing conducted on, or within a yet-to-be-determined number of linear
10 feet of, School Property and Public Playgrounds including on any public right of way
11 within that distance;

12
13 Recent changes to North Carolina law provide that when a local ordinance involves a potential
14 criminal penalty, the ordinance may not be adopted at the meeting at which it is first introduced.
15 Such an ordinance may only be adopted at the next regular meeting following its introduction.
16 Because one potential penalty of this ordinance is trespass, which is a statutory misdemeanor,
17 this ordinance may only be adopted at its second reading. Due to the multiple substantive
18 revisions requested by the Board at prior meetings, the County Attorney recommended this item
19 be reconsidered at a new first reading. If, at this first reading, the Board determines to move
20 forward with this ordinance, the second reading will occur at the Board's October 18, 2022
21 Business meeting.

22
23 John Roberts reviewed the background information for the item. He said one of the items
24 left open at the last meeting was the buffer area from the schools. He said he suggests a 50 ft.
25 buffer from entrances to the school property. He said that would accomplish the goal of keeping
26 it away from students. He said the Board also should discuss the limit on the number of people
27 and he would suggest adding language along the lines of "this ordinance does not apply to
28 those that have appointments with teachers or staff." He said he has clarified at previous
29 meeting that all rights within the Bill of Rights are subject to reasonable restrictions; even
30 speech. He said that protests and demonstrations are not currently allowed and that this
31 ordinance would simply extend that to the entrances and into the public right of way. He said
32 this would not do anything the school board cannot currently do except extend it into the public
33 right of way.

34 Monique Felder, Superintendent of Orange County Schools, addressed the Board. She
35 said that Orange County Schools teachers, students, and staff had an up close encounter with
36 those expressing their First Amendment rights. She said that they support the First Amendment
37 and those expressing their rights but hold exception to those that are doing so in very close
38 proximity to students and staff. She said specifically, those that are in the NCDOT right of way.
39 She said that after the traumatic event last fall at their school, the school board and she
40 received a lot of feedback from students and staff. She read comments they received after the
41 protest at Orange County Schools last fall:

42 "I felt afraid. Afraid for you, for me, our students and our staff. I want to comfort my
43 students and reassure them that I will be able to care for them. After this experience, I
44 am not able to offer my students that reassurance for their safety. I cannot believe they
45 were allowed to be so close to our school, even with a non-violent protest. Knowing that
46 they are easily able to access our campus without repercussions makes me fearful of
47 school-related violence. I personally felt very unsafe. I would just like to say that the
48 protesters made me feel very unsafe at school. I was worried that something might
49 happen where I, or other people, would be injured. I felt threatened by their gathering,
50 yelling, their sign holding so close to the school. I wanted you to know that the students
51 do not feel safe knowing that a group can post up, in large numbers, outside of the

1 school. I do not want protestors to show up to our campus. School should feel like a safe
 2 space for everyone and them being here can make it feel like they are in danger. It is
 3 weird that the protestors felt like they had the right to show up to a school to voice their
 4 concerns and harass students passing by. I am a freshman. This isn't what I expected
 5 my first few weeks of high school to look like. I know school should be a safe place and
 6 now others might not know that. My mind began to wonder as we passed the group of
 7 protestors by the student parking lot. How atrocious it is for students to be forced out of
 8 the rear entrance of their school for fear of being ridiculed. How discussing it is for
 9 students to physically breakdown with the news of protestors being out front. I do not
 10 feel safe and my parents do not feel it is safe."

11 Monique Felder said that, as a district, they are in full support of people being able to
 12 practice their first amendment rights, and to do so in the right of way areas that are adjacent to
 13 the school. She said they are asking that they just protest a little further away.

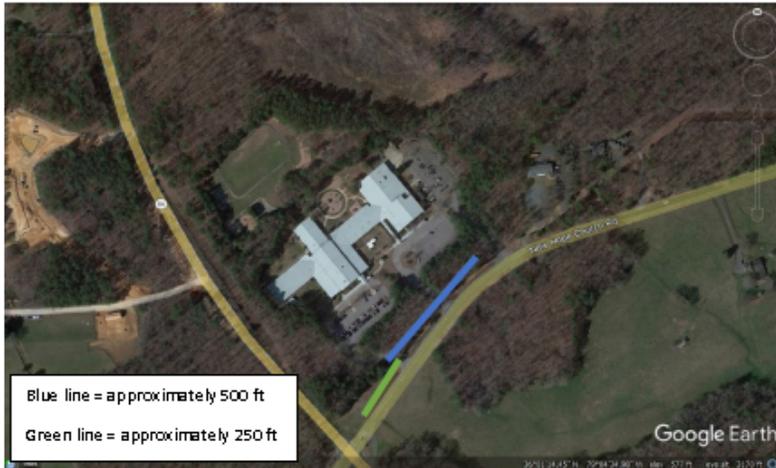
14 Patrick Abele said they have specific policies that address access when children are in
 15 school. He said that this is about the NCDOT right of way area. He said that students come
 16 through carpool with parents, drive themselves, ride the school bus, and students who walk or
 17 bike to school as well. He said that when they talk about the DOT right of way, this will help
 18 make it safe and free of hazards for students. He said they support a local ordinance because
 19 they feel it threatens students and staff. He said that the original request for 1,000 feet was
 20 consistent with other regulations and he understands limitations with having a different
 21 measure. He showed the following aerial images:

Aerial View of Orange High School



22 Patrick Abele said they are not looking to restrict what people can do on their private
 23 property and would only like to see restrictions in the area in yellow:
 24

New Hope Elementary School



1
2 Patrick Abele said he asked if any individuals had been cited for being in the area and
3 the answer is no because there was no ordinance prohibiting that. He said putting the buffer in
4 surrounding the property would accomplish the goal the school system wants.

5 Commissioner Fowler asked if they had a distance around the right of way.

6 Patrick Abele said they don't want to add a distance because the way the school right of
7 ways are, the distance will create itself.

8 Commissioner Fowler asked the attorney if that is something they could do.

9 John Roberts said he is not sure how to describe that unless you say something to the
10 effect of "along the front of the property."

11 Commissioner Greene asked for more clarification on the request.

12 Patrick Abele said they are looking for a specific ordinance for all campuses that would
13 prohibit protests and demonstrations in the DOT right of way areas near the school property.

14 Dr. Felder said this policy would specifically apply when students are on campus for
15 learning or events.

16 Chair Price asked what the width of the measurement in the image.

17 Patrick Abele said they can run 6-10 feet of the property that is maintained by the
18 schools.

19 Chair Price asked if the thick yellow area affect the road.

20 Patrick Abele said no that it would just be the grass.

21 Chair Price asked about the image of New Hope Elementary.

22 Patrick Abele said that is an example of the distance buffers. He said that one of the
23 concerns is needing a distance standard because different schools have different entrances.

24 Chair Price asked if there would be a semi-circle around the entrance in John Roberts's
25 example of a 50 ft. buffer.

26 John Roberts said yes.

27
28 *Chair Price exited the meeting at 7:59 PM.*

29
30 Commissioner Hamilton said as a mental health provider she understands the impacts of
31 verbal threats and thanked Dr. Felder and Patrick Abele. She said that she wants to postpone
32 the ordinance and wants a committee to work on this that could walk the grounds, talk through,
33 and consider the concerns of residents related to free speech. She said this issue is too
34 important to everyone to not be more deliberative.

35 Commissioner Richards thanked Dr. Felder and Patrick Abele for being here and being
36 creative in their suggestions about the objective and intent being when students are present and

1 near the entrances of schools. She said engaging the Sheriff's Office is also important to come
2 up with something she could support.

3 Commissioner McKee asked how many protests have occurred at any of the schools
4 within the last ten years.

5 Dr. Felder said she is aware of two that occurred last year.

6 Commissioner McKee said he finds it interesting the original proposal included private
7 property and far distances. He asked what the reasons were for the recent changes.

8 Patrick Abele said they were a result of also hearing the community's concerns, focusing
9 on protecting children, and not asking the Board to pass an ordinance that could not be
10 enforced. He said as they reflected and thought about best addressing the need, they wanted to
11 come back with an additional recommendation that would address the goal.

12 Commissioner McKee asked if there were any threats made.

13 Patrick Abele said he has directly been threatened as an individual and as a school
14 official.

15 Commissioner McKee said his concern is that the original request and this request are
16 not consistent. He said he finds it interesting that the demonstration was termed non-violent and
17 the federal drug enforcement laws and sex offenders distance of 1,000 feet was referenced
18 when neither of those scenarios apply. He said that he has pushed for years for there to be
19 more school resource officers in the schools. He said that he will support that but that this is a
20 solution looking for a problem. He said that he has an issue trying to reconcile whether any
21 other group from any other political bent would have received the same response. He said that
22 he will support Commissioner Hamilton's idea of carrying this to a public conversation.

23 Commissioner Bedford asked John Roberts for direction.

24 John Roberts said they can vote or discuss Commissioner Hamilton's idea.

25 Commissioner Fowler asked for a summary of the school's existing policy.

26 Patrick Abele said it is a regulation that guide visitors on a school campus. He said that
27 this is insuring that the campuses are free from harassment, bullying, and acts of intimidation.
28 He said there are rules and regulations for students to have protests on school campus. He said
29 with this ordinance they have never mentioned the type of speech, only when and where.

30 Commissioner Fowler asked if teachers can protest on campus.

31 Patrick Abele said they are restricted as employees.

32 33 **PUBLIC COMMENTS:**

34 Benjamin Gaither said he is a 2020 Orange County High School graduate. He said when
35 he attended, students were not allowed to discuss politics let alone protest the politics of
36 schools. He said that teachers and parents of enrolled students are no exception. He said this is
37 going to affect everyone at school regardless of politics. He said you have the right to protest
38 the injustices of society. He said that by going through with item 6a then they are going to take
39 away rights of students. He said that people deserve a voice. He said that when he was in
40 school students stood up for a tech teacher that was going to be fired. He said students will not
41 be able to tell the school what they think if something like that happens. He said they need a
42 voice and it would be a shame to take away that voice.

43 Chair Price asked for clarification that the ordinance does not apply to students.

44 John Roberts said the draft does not apply to students, who are subject to school rules.

45 Rev. John B. Gaither said the right of way includes the centerline out and is covered
46 under the ordinance. He said this private property infringement goes too far. He said the Orange
47 County school Board meets on school campuses many times and thinks it could be narrowly
48 defined. He said there is vague language about government meetings. He said if parents want
49 to protest, he thinks having a protest in the public right of way is reasonable.

50 Don O'Leary said it seems like the school system is afraid of parents. He said if they
51 stayed with normal topics and away from sexual perversion, there would be less issues with

1 schools. He said there would be fewer problems from the parents. He said there is no political
2 fix to a spiritual problem. He said this is related to issues around the world. He said that the
3 institutions have been infiltrated. He said putting any ordinance against the schools for
4 protesting will solve anything. He said the next step is into people's homes. He said we all need
5 to pray on this and come up with a proper solution.

6 Olivia Fisher said her child attends fifth grade at Grady Brown Elementary School. She
7 said she is pleased with the education. She said she is opposed because the ordinance is
8 vague. She read part of the proposed ordinance. She asked what the boundaries are for the
9 school playgrounds. She asked about the term official meeting. She said it puts a lot of
10 discretion in the hands of school officials and law enforcement. She asked if can people gather
11 along the roadway for a community cleanup and said that harassment is already a chargeable
12 offense. She said that the ordinance does not promote a safer community or safer campuses.
13 She said that it creates silent ones.

14 Dale Hodson said he does not believe most of the Commissioners have a full
15 understanding of the impact of the ordinance. He said that a deputy will have to decide many of
16 these upon arriving on a scene. He provided the following questions:

17 1 - If fifty students are picketing outside their own school with huge Nazi banners covered with
18 swastikas and other horrendous symbols and statements, can the Sheriff cite them, even
19 though they are protesters at their own school?

20 2a - If fifty more counter-protesters form across the street, also students, but they attend a
21 different school, and they're holding their "BLM" and "Pride" banners, can the Sheriff cite them
22 because they aren't students at this particular school – while the Nazi protesters continue
23 untouched?

24 2b - Will deputies have to check for student IDs of every person protesting, since that is one of
25 the criteria in this ordinance, so in this example, one hundred ID checks?

26 3 - If I'm on a public sidewalk in front of my own house hundreds of feet away from a school,
27 and no one at the school can see or hear me, can a student from that school come to that same
28 spot, in front of my own house, and picket with a sign, but I can't?

29 4 - If I'm in my neighbor's back yard and we're talking together, hundreds of feet away from a
30 school and no one at the school can see or hear us, and then another neighbor with a grudge
31 hears us talking about politics, and then calls the Sheriff since we are "protesting," can the
32 Sheriff come out and cite me?

33 5 - If I have a political sign next to a state-maintained roadway, near a school, and I am sitting
34 nearby, quietly guarding my sign from being stolen, can the Sheriff cite me for protesting too
35 close to a school? And does this contradict NC law (GS 136-32)?

36 6 - Is it true that political activists and their "election-related activity" (handing out flyers, etc.) will
37 no longer be allowed at the normal fifty foot buffer outside the entrance to polling places if the
38 location is "too close" to a school or playground? And does this contradict NC law (GS 163-
39 166.4)?

40 7a - If someone drives past a school and their truck has an "I Love Joe Biden" bumper sticker,
41 can the Sheriff cite the driver for protesting too close to a school?

42 7b - What if, instead, there is a moving line of fifty trucks all flying huge "Trump 2024" banners
43 past a school or a playground? (A similar event actually happened in Orange County in 2020.)
44 Can the Sheriff cite the drivers for protesting too close to a school?

45 8a - If two friends are standing near a school, and one is wearing a plain T-shirt and the other is
46 wearing a T-shirt with the words "Biden Sucks" on the front, can the Sheriff cite the "Biden
47 Sucks" wearer for protesting, because "Biden Sucks" meets your definition of a protest?

48 8b - And if the deputy cites only the "Biden Sucks" T-shirt person, is that decision made based
49 on the content of the speech of the "Biden Sucks" wearer? (Wearing a shirt is speech.)

50 8c - So, does that means that any clothing worn near a school can be the basis for a citation?
51 Does that mean that deputies will have to judge every piece of clothing, every conversation,

1 every hand gesture to determine if a “protest” is occurring?

2 9 - Will the Sheriff’s department have to spend time and resources responding to complaints
3 about “picketing,” when they could instead be helping prevent and solve actual crimes?

4 10 - Since the ordinance claims that enrolled students are not subject to this ordinance
5 because: “such students are governed by school district rules and regulations,” isn’t it actually
6 the case that that statement can’t ever be true on property outside a school’s physical
7 boundaries, because the school district has no legal authority to control property outside a
8 school’s boundaries?

9 11 - Given the words in Section 24-5(c)(1) of your ordinance: “Picketing on state owned or
10 federally owned property is not subject to the terms and prohibitions of this section,” does that
11 mean that, because there are state owned roads adjacent to EVERY school (except one) in
12 Orange County, picketing is actually allowed by this ordinance everywhere you’d like to ban?

13 12 - And finally, does that therefore mean that the protest outside the Orange High football
14 event last fall and the parent handing out information near New Hope Elementary this spring
15 would be completely untouched by this proposed ordinance? (The two events cited by the OCS
16 Board and staff as reasons to push for this ordinance.)

17 He asked that the County Attorney answer all of these questions, in front of the public, during
18 the next BOCC Business meeting.

19 Tara Stewart asked the Commissioners to remove this from consideration forever. She
20 said that the previous school board has pattern of silencing and that they asked this board to
21 create this ordinance under false pretenses. She said there has been no evidence of laws
22 broken, etc. She said that law enforcement has said actions were legal. She said that passing
23 the ordinance will lead to increased instances with law enforcement caught in the middle. She
24 said that restricting free speech for everyone is not how to protect children. She said it is a
25 blatant violation of the first amendment.

26 Kim Pettineo said she is not asking the BOCC to solve school system issues, but it is
27 important for the context to be added. She said that the school board has consistently made it
28 difficult and sometimes impossible for the public to attend events or make public comment. She
29 said they are now trying to use law enforcement to intimidate and show favor to individuals who
30 supported the school board’s views. She said the Board cuts off those speaking with opposing
31 views. She said they banned citizens from attending future meetings and in one case, because
32 of the way they were dressed. She said that in zero cases did board members respond to the
33 emails. She said that one member went out to physically intimidate parents on a public road.
34 She said this was sanctioned by the school board. She said the BOCC has been strung along
35 by the previous school board. She said that the purpose is not to protect children, but continue
36 the pattern of parent suppression.

37 Gretchen Schmid said she is speaking on behalf of Moms for Liberty. She said at a
38 school board meeting that many residents came to participate, but all but ten had to wait outside
39 the building. She said she attended the meeting and listened to those who were disagreeing
40 with decisions made by the school board. She said that people were upset with the overreach of
41 the school board. She said that Mr. Zachary spoke that night and that he is a grandfather whose
42 family has been in the area for over 200 years and a part of the Quaker settlement who taught
43 Black children to read and write and also helped many slaves escape on the Underground
44 Railroad. She said that he wore an indigenous costume to represent his Great Great
45 Grandmother who had been left with a white man in 1829 so that she would not have to walk on
46 the Trail of Tears. She said that part of the man’s clothing included a hunting spear that
47 deputies confiscated and held at the library door during the meeting. She said at the Board of
48 Commissioners meeting on June 22 that Carrie Doyle and Patrick Abele presented reasons to
49 limit protesting at schools. She said there were three situations of protest and discussed two
50 school board meetings, with one being where the gentlemen was dressed in indigenous
51 costume. She said that the irony of these comments is that each school board meeting starts

1 with a moment of silence to honor those indigenous people and members of the Occoneechee
2 Band of the Saponi Nation. She asked if the Board members did not hear the words of Mr.
3 Zachary and if they did, were they unable to pickup on his intentions. She said there was
4 nothing threatening about this elderly man showing up to speak. She said that the ability of
5 citizens to disagree with government is a founding 1st amendment issue.

6 Kathy Arab said following that, they made the next meeting virtual. She said the next
7 meeting was held at Stanback Middle School and this time even more people wanted to attend
8 and speak. She said in a month's time, more concerning issues were coming to light. She said
9 many people wanted to voice their concerns. She said that the school board spent public funds
10 to have a law enforcement present. She said there was a deputy for every five citizens. She
11 said that the people just wanted to be part of the meeting and they were limited to thirty-two.
12 She said there were others who seemed to be there just to scream at those that wanted to enter
13 the meeting. She said those who were able to enter found it strange that half of the available
14 public seats were already filled by those who are known to support the school board. She said
15 the school board has a policy to publish the agenda but that for this meeting, did not come out
16 until Saturday. She said that the policy of work meetings is to limit public comment to an agenda
17 item. She said that items seemed to change and that they were already asked to sign up online
18 to speak on specific agenda items. She said that changing up the agenda drastically was what
19 the school board at the time was doing. She said the Sheriff's department was also told who to
20 throw out. She said that it undermines liberty for all citizens and this picketing ordinance is a
21 perpetuation of this pattern. She said that those that spoke previously were followed by police
22 officers to the podium.

23 Kristal Clure said there is a school board policy that says members should relate in a
24 courteous manner to the citizens they serve. She said that in spring of 2022 school board
25 member participated in protest herself. She said that there is a video where the board member
26 repeatedly speaks over citizens and tells parents to contact the school board for accurate
27 information even chasing down parents. She said when a Sheriff's deputy arrived the video
28 shows that the deputy determines that the private individual's actions were legal and that she
29 was not sharing information to tarnish a school board member. She said that the school board
30 member created disruption where there was none. She said if the previous board was
31 concerned about protecting children it seems she wouldn't have engaged in this behavior. She
32 said they have a history of wanting to silence parents and students who disagree with them and
33 prevent sharing of documented factual data that would not reflect well on them but more
34 accurately inform the voter base.

35 Carol Kunkel said that September 24, 2021 a protest was organized. She said that
36 previous school board member McKenzie described it as a tailgate protest, planned at Orange
37 High School and billed as a protest of Covid measures. She said that the protestors were simply
38 protesting spectator limits and mask requirements. She said that Sheriff Blackwood issued a
39 public report afterward and said that a small group of protestors assembled outside the football
40 game. He said another group that claimed to be part of the proud boys also gathered. He said
41 that neither side engaged in action that constituted an illegal activity or speech that went outside
42 the bounds of free speech that is protected. He said that despite the unpleasantness, no crimes
43 were committed, the football game was not interrupted, and the traffic was not a significant
44 disruption. She said read comments made by Commissioner Greene at the June 21, 2022
45 BOCC meeting. She said she agreed with what Commissioner Greene noted about there not
46 being an urgent need. She asked for the commissioners to not approve the ordinance.

47 Sarah Snipes said this protest originated from students who wanted to have a tailgate
48 party to protest the spectator restrictions that had been put on the students. She said that this
49 was going to be on school property and in a safe location. She said that she reached out to the
50 school board before the protest for space in the parking lot and was turned down. She said that
51 on October 11 the school board adopted the resolution to address harm. She said that the hate

1 resolution says students from Orange High School shared information with the Board of
2 Education. She said they were solicited and compelled by the school board. She said a
3 previous school board member, Hillary McKenzie, said they went into a school classroom and
4 showed them video of the protest and then asked them to comment. She said that this is how
5 the student comments were obtained. She said that these board members and administration
6 used their positions to manipulate students. She said they are using this to silence any voice of
7 opposing views. She said that this policy should not be passed.

8 David Kolbinsky said he has lived in Orange county for half a century. He said he was
9 asked to highlight the cost of this ordinance. He said that he looked up lawsuits and there were
10 many instances of people suing school boards for speech issues. He said that this ordinance
11 will abridge the first amendment right of free speech. He said that the ordinance has morphed
12 again and it seems they forgot about the proud boys. He said he was twice elected to the school
13 board. He said that the signs simply had a website listed and they were walking in public
14 highways when the people of the school board did not like it. He said when the school board
15 made the presentation for this, the assistant superintendent said this is for some people that
16 disagree with certain policies of the Board.

17 Ingrid Conley said there is no Orange County social justice impact goal associated with
18 this item. She said this is absurd. She said that the school board resolution states that it is
19 centered around social justice. She then read from the school board's resolution. She said they
20 intended to use the hate resolution to support the picketing ordinance. She said that the
21 intended social justice impact is that it will prevent students from being recruited from white
22 supremacists. She said that it will disrupt discrimination and challenge discriminatory behavior.
23 She said why are they not acknowledging the social justice issues that the school board clearly
24 stated. She said that they should provide an explanation of how it has no social justice goal
25 impact.

26 Sophia Stewart said she graduated from Cedar Ridge High School in 2016. She said the
27 picketing ordinance says that gathering for a common purpose is prohibited in school property
28 and even on private property. She asked what the right of the public to peaceably assemble
29 means. She said it reminds her of 1968 when the City of Memphis tried to prohibit Dr. Martin
30 Luther King, Jr. from continuing to march because of the recent violence. She said that in his
31 final speech, he said that they were going into court to fight the illegal injunction and that
32 America should be true to what it says on paper. She said that if you read the transcript, you will
33 see that "the wellbeing of children" is used over and over. She said that they said certain words
34 of Dr. King's were "threatening to children." She asked for them to not approve the ordinance
35 because history is watching.

36 Jacquie Barker said commissioners claim the reason for this ordinance is to protect
37 children but have not passed ordinances related to drugs, alcohol, pornography or social media
38 while at school. She asked how this ordinance will stop students from hurting others feelings.
39 She said there must be a long list of protests where students have been harmed since this
40 ordinance has yet to be adopted. She said that if they are really protecting children from seeing
41 protests, then they should just ban them from the whole town. She said it has been a year since
42 the need to have this discussion. She read a quote from President Truman. She said this must
43 be where Orange County feels they are – in a period of increasing difficulty and danger. She
44 asked that in 2022 is preventing students from witnessing a peaceful protest with messages
45 they think are wrong, justification for abridging first amendment rights.

46 David Ogden asked how one person gathers. He said it is true that the superintendents
47 are creative. He said they made up reverse pre-crime where you can create an ordinance to
48 that would have caused arrests had the ordinance previously been in place. He said they want
49 to prevent hate speech. He said they know they cannot prevent type of speech, so they instead
50 are suppressing all speech. He said that when you hold a group back, you are creating a
51 situation where neither you nor them can be free. He said that this would make it illegal for

1 parents to gather and protest racial injustices. He said many teachers have LGBT and BLM
2 flags in their classrooms and these flags represent causes, issues, and actions that are being
3 promoted by teachers. He said that under this ordinance, they have to be taken down because
4 this will silence all speech. He said each commissioner has the right to peacefully assemble but
5 maybe they don't value it because they are now on that side of the bench. He asked them not to
6 table this ordinance but to instead put it to rest forever.

7 Patricia Randall said that article 1 of the NC Constitution gives sovereignty to the people
8 and all government originates from the people. She said that no laws were broken with the
9 protests and there is no reason to pass this ordinance to control the people of the county.

10 Lanna Spiegel said that the school board is trying to take away the voice of parents. She
11 read from several comments against the ordinance. She asked why the ordinance is a priority
12 when Grady Brown does not even have doors on all classrooms. She asked when
13 commissioners gained the right to allow rights to some and not for others. She said that
14 ordinances that control people's first amendment rights are communist. She said that there are
15 many citizens that oppose the ordinance and asked if the commissioners hear their voices.

16 Mark Stiles gave up his time.

17 Heather Redding said she is a resident of Orange County. She said her comments are
18 related to how the ordinance could impact protests at school board meetings. She said that she
19 believes that laws do not have to be broken for harm to occur. She said that when the Proud
20 Boys gathered the language that they shouted was troubling. She said when they came to a
21 school board meeting and sat in their colors, it was equally troubling. She said the school board
22 dragged its feet to ban the confederate flag from its schools and that was troubling. She said
23 that this ordinance would stop groups from gathering peacefully. She said that if school board
24 meetings were to take place in this building, it would ban all protests because there is a public
25 playground less than a block away. She said that this ordinance would prohibit the right to
26 protest and this erosion would further propaganda and disrupt progressive change. She said
27 that this is not the time to stop the right to peacefully assemble.

28 Larry Tippens said that he thinks they have lost something. He said that protesting goes
29 back to Germany, when you could post a note to challenge the school. He said that what they
30 are destroying and crippling is the ability to speak pro and con at the family level or at the
31 school. He said that if you are not talking at home, then there are problems.

32 Edward Zabolsky said he was not planning to speak until the school board decided to
33 make him a criminal. He said that he lives next to the high school and they have a 25-foot
34 easement that they maintain. He said there is then woods, parking lot, farm animals, and the
35 school. He said that the Board has now proposed that he can be a protest of one person just by
36 wearing a shirt that someone does not agree with. He said there are ordinances and laws
37 protecting schools and entrances. He said to make an ordinance for a problem that does not
38 exist seems like a waste of time.

39
40 Chair Price asked Commissioner Hamilton to restate her petition.

41 Commissioner Hamilton said she would like to table a decision on this ordinance and
42 would like for a task force of commissioners, school boards, and law enforcement to produce a
43 solution that would protect students and also take into consideration the public's comments and
44 concerns.

45
46 A motion was made by Commissioner Hamilton, seconded by Commissioner Fowler, to
47 defer consideration of this discussion.

48
49 Commissioner McKee said he thinks this issue needs more public input and asked those
50 in the room and those watching at home to step up and participate.

51 Commissioner Bedford asked for clarification on the word tabling.

1 John Roberts said it means they would bring the topic back but not necessarily the exact
2 ordinance.

3 Commissioner Bedford said she has no opposition for a committee to work on student
4 safety.

5 Commissioner Greene said she stands by her comments previously and appreciates
6 comments tonight.

7 John Roberts said in their rules of procedure they have substituted the word table with
8 "defer consideration." He said that if not brought back within one hundred days, this would die.
9

10 A motion was made by Commissioner Hamilton, seconded by Commissioner Fowler, to
11 defer consideration of this item.
12

13 **VOTE: Ayes, 6 (Commissioner Fowler, Commissioner Greene, Commissioner Hamilton,
14 Commissioner McKee, Chair Price, Commissioner Richards); Nays (Commissioner
15 Bedford)**

16
17 **MOTION PASSES 6-1**
18

19 A motion was made by Commissioner Hamilton, seconded by Commissioner McKee, to
20 establish a task force with county staff and commissioner representatives, school staff and
21 school board members, sheriff's staff, and members of the public to look at this issue.
22

23 **VOTE: UNANIMOUS**
24

25 Chair Price said she hopes the public can make a few in-roads to make comments and
26 connect with the school board members.
27

28 **7. Reports**

29 None.
30

31 **8. Consent Agenda**
32

- 33 • Removal of Any Items from Consent Agenda
- 34 • Approval of Remaining Consent Agenda
- 35 • Discussion and Approval of the Items Removed from the Consent Agenda
36

37 Commissioner Bedford requested to remove item 8-e from the Consent Agenda.
38

39 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to
40 approve the remaining consent agenda.
41

42 **VOTE: UNANIMOUS**
43

44 In reference to the proposed 2023 Board of County Commissioners meeting calendar,
45 Commissioner Bedford said the issue with having the joint school board meeting in March is that
46 the schools will not have their budgets ready by then. She said she spoke to two school board
47 members and they would like to have a joint school board meeting later in April. She proposed
48 making the second half of the work April 20, 2023 the joint meeting.

49 Chair Price said the reason a March joint school board meeting was suggested was
50 based on a request from the school boards wanting to have an opportunity to talk about issues

1 they are facing at that time ahead of budget discussions. She said this would help inform the
2 budget process later.

3 Commissioner Bedford said she talked to Will Atherton, Orange County School Board
4 Chair, and Rani Dasi, Chapel Hill-Carrboro City School Board Vice-Chair, and if the choice is
5 only either March or April, they would prefer to have the meeting later in April when they know
6 their budgets.

7 Chair Price reminded the Board that the calendar can always be changed as needed,
8 even after approval.

9 Commissioner Richards said she also had a conversation with school board members,
10 and her understanding is they want to talk in March, but also have a budget session in April.
11 She asked if the Board is saying one of the April work sessions could not include a joint meeting
12 with the schools.

13 Commissioner Bedford said in the past, there was discussion about whether to allow
14 public comment at work sessions, and the Board decided not to allow it. She said that they
15 could change one of the April meetings to be whatever the Board wants it to be.

16 Chair Price said it could be similar to the joint fire departments meeting.

17 Commissioner Richards said the idea would be that they can have a better
18 understanding of needs in March and discuss the budget in April.

19 Commissioner Fowler asked if there is anything else planned for the April 20th work
20 session.

21 Chair Price said not that far in advance.

22 Commissioner McKee said he would like to have time on March 9th to discuss some
23 issues from the last joint meeting and issues related to school performance.

24 Commissioner Bedford asked the Clerk to the Board if it is okay to tentatively add a joint
25 meeting with school boards before the April 20th work session.

26 Laura Jensen said that would work but she has to make sure the schools are also
27 available that date. She said if the schools are not available April 20th, the calendar can be
28 changed after approval.

29
30 A motion was made by Commissioner Bedford, seconded by Commissioner McKee, to
31 approve item 8-e, as amended.
32

33 **VOTE: UNANIMOUS**

34
35 **a. Minutes**

36 The Board approved the draft minutes for the September 6, 2022 Business Meeting.
37

1
2 **b. Motor Vehicle Property Tax Releases/Refunds**

3 The Board adopted a resolution to release motor vehicle property tax values for seven (7)
4 taxpayers with a total of seven (7) bills that will result in a reduction of revenue.

5 **c. Property Tax Releases/Refunds**

6 The Board adopted a resolution to release property tax values for seventeen (17) taxpayers
7 with a total of nineteen (19) bills that will result in a reduction of revenue.

8 **d. Late Applications for Property Tax Exemption/Exclusion**

9 The Board approved six (6) untimely applications for exemption/exclusion from ad valorem
10 taxation for six (6) bills for the 2022 tax year.

11 **e. Approval of Board of Commissioners Meeting Calendar for Year 2023**

12 The Board considered the approval of the meeting schedule for the Board of Commissioners
13 for calendar year 2023.

14 **f. Grant of an Easement to the North Carolina Department of Transportation (NCDOT)
15 Related to the I-40/I-85 Widening Project**

16 The Board authorized the sale of an easement to NCDOT to assist in the widening of I-40/I-
17 85, authorized the Asset Management Services Department to prepare or review all
18 necessary documentation to complete this transaction, and authorized the Chair to execute
19 the easement and other required documents.

20 **g. Boundary Line Agreement with the Efland Volunteer Fire Department**

21 The Board authorized the execution of a Boundary Line Agreement to clarify the location of
22 the boundary line between property owned by Orange County and property owned by the
23 Efland Volunteer Fire Department.
24

25 **9. County Manager's Report**

26 Bonnie Hammersley said the S. Greensboro parking lot in Carrboro will be closed
27 beginning October 17th to begin construction of the 203 Project, which includes the southern
28 branch library. She said alternative parking lots are located around town, and the Town of
29 Carrboro encourages residents and visitors to go to townofcarrboro.org/parking for more
30 information. She said there will also be signage posted to direct to other parking areas. She said
31 the Community Relations Department will be sending out information to county residents about
32 this the following day.
33

34 **10. County Attorney's Report**

35 John Roberts said he had no report.
36

37 **11. *Appointments**

38 None.
39

40 **12. Information Items**

- 41 •September 20, 2022 BOCC Meeting Follow-up Actions List
- 42 •Tax Collector's Report – Numerical Analysis
- 43 •Tax Collector's Report – Measure of Enforced Collections
- 44 •Tax Assessor's Report – Releases/Refunds under \$100
- 45 •Memorandum – Changes to Planning Board & Board of Adjustment Meetings
- 46 •Memorandum – Proposed Unified Development Ordinance Amendment to Revise
47 Neighborhood Information Meeting Responsibilities and Roles
- 48 •Memorandum – Proposed Unified Development Ordinance Amendment to Address
49 Efficiencies & Accessory Dwellings

- Memorandum – State Approval of Upper Neuse River Basin Association’s Interim Alternative Implementation Approach (IAIA)

13. Closed Session

A motion was made by Commissioner Fowler, seconded by Commissioner Bedford, to enter into closed session pursuant to G.S. § 143-318.11(a)(3) "to consult with an attorney retained by the Board in order to preserve the attorney-client privilege between the attorney and the Board."

VOTE: UNANIMOUS

A motion was made by Commissioner Fowler and seconded by Commissioner Hamilton to reconvene into regular session at 9:52 p.m.

VOTE: UNANIMOUS

14. Adjournment

A motion was made by Commissioner McKee and seconded by Commissioner Fowler to adjourn the meeting at 9:52 p.m.

VOTE: UNANIMOUS

Renee Price, Chair

Recorded by Tara May, Deputy Clerk to the Board

Submitted for approval by Laura Jensen, Clerk to the Board.

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: November 15, 2022**

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

SUBJECT: Refund for Overpayment of Excise Tax

DEPARTMENT: Register of Deeds

ATTACHMENT(S):

Refund Request Letter from Love Law Firm
Copy of Recorded Deed and Receipt
Copy of Record Affidavit of Correction
Copy of Relevant NC General Statutes

INFORMATION CONTACT:

Amy McLamb, 919-245-2677
Mark Chilton, 919-245-2679

PURPOSE: To consider a refund of overpayment of Excise Tax of \$1,030 to the Love Law Firm.

BACKGROUND: North Carolina General Statute 105-228.37 sets forth the procedure for requesting a refund of overpayment of excise tax. The statute states a taxpayer who pays more than is due may request a refund by filing a written request for a refund with the Board of County Commissioners of the county where the tax was paid, and must explain why the taxpayer believes a refund is due.

On September 7, 2022, the Love Law Firm electronically submitted a Deed for recording stating the amount of excise tax due as \$1,460.00, which was collected during the time of recording. The attorney, Robert Love with Love Law Firm, later stated the amount of excise tax due based on the purchase price of the property was \$430. Mr. Love drafted and recorded an Affidavit of correction describing the error on September 27, 2022, and is requesting a refund for \$1,030 for overpayment of excise tax.

FINANCIAL IMPACT: This action involves a refund in the amount of \$1,030 to the Love Law Firm for the overpayment of excise tax.

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 approve a refund for \$1,030 to the Love Law Firm.

LOVE LAW FIRM PC

1415 W NC Highway 54 Ste 112
Durham NC 27707-5597

Robert M Love 919-403-9545
919-403-9546 fax

Via Email

9/27/2022

To: Orange County Board of County Commissioners
From: Robert M Love

Re: Incorrect Revenue Stamps on Deed Recorded in Book 6794, Page 1169

To Whom It May Concern:

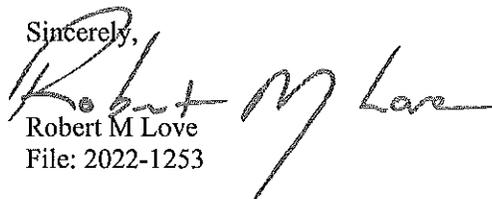
On 9/07/2022 my office recorded the referenced deed in the Orange County Register of Deeds. The revenue stamps shown on the deed are incorrect. I am writing this letter as part of our request for a refund of the excess revenue stamps paid.

Please note the following:

- The recording fees paid are correct (\$26.00).
- We paid \$1,460.00 in revenue stamps. Based on the purchase price of \$215,000.00, \$430.00 in revenue stamps were due. We paid \$1,030.00 in excess revenue stamps and we are requesting a refund of that amount.
- Property address: 2314 Miller Road, Hillsborough, NC 27278
- Grantor: Local Property Solutions, LLC
- Grantee: Omar Edgardo Lopez Turcios and Juana Francisca Aparicio Inestroza, a married couple
- Please refund the funds to **Love Law Firm PC, 1415 W NC Highway 54 Ste 112, Durham, NC 27707**

Please let me know if you have any questions.

Sincerely,



Robert M Love
File: 2022-1253

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 1,460.00

Delinquent taxes, if any, to be paid by the closing attorney to the County Tax Collector upon disbursement of closing proceeds.

Parcel Identifier No. 988600209 W Verified by County on the day of , 20

Mail/Box to: Omar Edgardo Lopez Turcios and Juana Francisca Aparicio Inestroza, 2314 Miller Road, 2314, Hillsborough, NC 27278

This instrument was prepared by: Robert M Love, (919) 403-9545 (without title search or certification) File: 2022-1253 Lopez

Brief description for the Index: Metes and Bounds, Two Tracts Adjacent to Miller Road, Orange County

THIS DEED made this latest day set forth in the notary block below by and between

GRANTOR

GRANTEE

Local Property Solutions, LLC,
a North Carolina Limited Liability Company

Omar Edgardo Lopez Turcios and
Juana Francisca Aparicio Inestroza, a married couple
2314 Miller Road, 2314, Hillsborough, NC 27278

Grantor Address:

510 Meadowmont Village Circle, 187, Chapel Hill, NC 27517

Property Address:

2314 Miller Road, Hillsborough, NC 27278

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Township, Orange County, North Carolina and more particularly described as follows:

See attached Legal Description Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6789, Page 535.

All or a portion of the property herein conveyed includes or does not include the primary residence of a Grantor.

A map showing the above described property is recorded in N/A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Easements and encumbrances of record. Taxes due for 2022 and thereafter.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

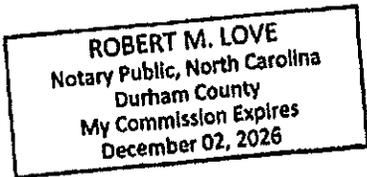
Local Property Solutions, LLC

James Peterson Danna (SEAL)
James Peterson Danna
Title: CEO

State of North Carolina - County or City of Durham

I, the undersigned Notary Public of the County or City of Durham and State aforesaid, certify that James Peterson Danna personally came before me this day and acknowledged that he/she is the CEO of Local Property Solutions, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal this date: 9/07/2022



Robert M Love
Notary Public Robert M Love
Notary Name: _____

Affix Seal in blank space above (not over text)

My Commission Expires 12/02/2026

**Legal Description
Exhibit A/Schedule A
(File: 2022-1253 Lopez)**

Tract 1:

BEGINNING at a point in the center of the public road, known as Miller Road at the intersections of the center line of said road with the North line of the Clyde Jones Tract; Running thence along and with the North line of said Clyde Jones tract; Running thence along and with the North line of said Clyde Jones tract North 82 deg. 15" West 475 feet to a stake and pointers, the Southwest Corner of the Warren Tract in Jones line; thence a new line North 77 deg. 35' East 422 feet to a point in the corner of said road South 20 deg. 00" East 169 feet to the point or place of BEGINNING containing 0.82 acres.

Tract 2:

BEGINNING at a PK nail located in the center of the right of way to Miller Road, the southeast property of Kathleen Warren as shown on Plat recorded in Plat Book 81 at Page 10 of the Orange County Registry; running thence with the center of the right of way to Miller Road South 26 degrees 00 minutes 7 seconds East 2.07 feet to a PK nail; to Miller Road South 77 degrees 08 minutes 42 seconds West 414.98 feet to an existing iron stake, corner with property of Walter Cooper and with property of James H. Boyd; running thence with Cooper North 02 degrees 33 minutes 29 seconds East 2.81 feet to an iron stake; corner with property of Kathleen Warren as shown on plat recorded in Plat Book 81 at Page 10 of the Orange County Registry; thence with Warren North 77 degrees 14 minutes 28 seconds East 413.76 feet to the place and point of beginning.

Tract 1 and 2 together make up and shall remain Parcel ID 9886000209
Orange County, North Carolina
Commonly known as 2314 Miller Road, Hillsborough, NC 27278

TOGETHER WITH title to that certain manufactured home (which is permanently affixed to the real property described herein), which is more specifically described as follows:

- Vehicle Identification Number:
- Year/Model: Manufactured 3/18/1998; Model# 76J3BR Plan 552
- Make: Brigadier Homes of North Carolina, a division of Cavalier Industries, Inc
- Body Style:
- Title Number:
- HUD Label: 787690/787691
- Serial Number: B-45266 A/B

MARK CHILTON
Orange County Register of Deeds
228 South Churton Street, Suite 300
P O Box 8181

Hillsborough, NC 27278

(919) 245-2675

Receipt For Services

Cashier: MOLLY KEMPA
Receipt #: 20220907131420-34

Receipt Started: 09/07/2022 01:14:20 PM
Reprinted: 10/24/2022 03:34:17 PM

SIMPLIFILE, LC
Love Law Firm PC

DECLARATION (DECL)

Party 1: LOCAL PROPERTY SOLUTIONS, LLC
Book / Page: 6794 / 1167 - 2 Page(s)
Time: 09/07/2022 01:16:34 PM
Recording Fee: \$26.00
Excise Tax: \$0.00

SUBTOTAL: \$26.00

DEED (DEED)

Party 1: LOCAL PROPERTY SOLUTIONS, LLC
Party 2: TURCIOS, OMAR EDGARDO LOPEZ
Book / Page: 6794 / 1169 - 3 Page(s)
Time: 09/07/2022 01:16:35 PM
Recording Fee: \$26.00
Excise Tax: \$1,460.00

SUBTOTAL: \$1,486.00

DEED OF TRUST (D/T)

Party 1: LOPEZ-TURCIOS, OMAR EDGARDO
Party 2: LATINO COMMUNITY CREDIT UNION
Book / Page: 6794 / 1172 - 24 Page(s)
Time: 09/07/2022 01:16:36 PM
Recording Fee: \$64.00
Excise Tax: \$0.00

SUBTOTAL: \$64.00

Receipt Total: \$1,576.00

Change Due:

7 \$0.00

50910
JAH

9886-00-0209 m

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR [NCGS 47-36.1]

Prepared by & Return to: Robert M Love, Love Law Firm PC, 1415 WNC Highway 54 Ste 112, Durham, NC 27707-5597 (File: 2022-1253 Lopez)

Original Instrument: Deed Deed of Trust Other: _____

Recording Date: September 7, 2022; Book: 8794 Page: 1169; County: Orange

Party (Grantor; Grantee; Other): Omar Edgardo Lopez Turcios and Juana Francisca Aparicio Inestroza

Party (Grantor; Grantee; Other): Local Property Solutions, LLC

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the Original Instrument being corrected contained the following typographical or other minor error:

The revenue stamps to be paid to Orange County was incorrectly noted on the deed in error (\$1,460.00 was noted and paid). Based on the purchase price, the correct amount due was \$430.00.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

Revenue stamps should be \$430.00.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: _____)

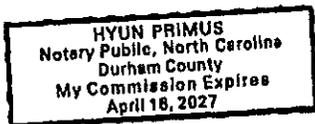
A copy of the original instrument (in part or in whole) is is not attached.

Signature of Affiant

Print or type Name: Robert M Love

State of North Carolina - County of Durham

Sworn to (or affirmed) and subscribed by Robert M Love before me, this 9/27/2022.



Notary Public
Name: Hyun Primus
My Commission Expires 4/16/2027

Submitted electronically by "Love Law Firm PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Orange County Register of Deeds.

Submitted electronically by "Love Law Firm PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Orange County Register of Deeds.

§ 105-228.37. Refund of overpayment of tax.

(a) **Refund Request.** - A taxpayer who pays more tax than is due under this Article may request a refund of the overpayment by filing a written request for a refund with the board of county commissioners of the county where the tax was paid. The request must be filed within six months after the date the tax was paid and must explain why the taxpayer believes a refund is due.

(b) **Hearing by County.** - A board of county commissioners must conduct a hearing on a request for refund. Within 60 days after a timely request for a refund has been filed and at least 10 days before the date set for the hearing, the board must notify the taxpayer in writing of the time and place at which the hearing will be conducted. The date set for the hearing must be within 90 days after the timely request for a hearing was filed or at a later date mutually agreed upon by the taxpayer and the board. The board must make a decision on the requested refund within 90 days after conducting a hearing under this subsection.

(c) **Process if Refund Granted.** - If the board of commissioners decides that a refund is due, it must refund the overpayment, together with any applicable interest, to the taxpayer and inform the Department of the refund. The Department may assess the taxpayer for the amount of the refund in accordance with G.S. 105-241.9 if the Department disagrees with the board's decision.

(d) **Process if Refund Denied.** - If the board of commissioners finds that no refund is due, the written decision of the board must inform the taxpayer that the taxpayer may request a departmental review of the denial of the refund in accordance with the procedures set out in G.S. 105-241.11.

(e) **Recording Correct Deed.** - Before a tax is refunded, the taxpayer must record a new instrument reflecting the correct amount of tax due. If no tax is due because an instrument was recorded in the wrong county, then the taxpayer must record a document stating that no tax was owed because the instrument being corrected was recorded in the wrong county. The taxpayer must include in the document the names of the grantors and grantees and the deed book and page number of the instrument being corrected.

When a taxpayer records a corrected instrument, the taxpayer must inform the register of deeds that the instrument being recorded is a correcting instrument. The taxpayer must give the register of deeds a copy of the decision granting the refund that shows the correct amount of tax due. The correcting instrument must include the deed book and page number of the instrument being corrected. The register of deeds must notify the county finance officer and the Secretary when the correcting instrument has been recorded.

(f) **Interest.** - An overpayment of tax bears interest at the rate established in G.S. 105-241.21 from the date that interest begins to accrue. Interest begins to accrue on an overpayment 30 days after the request for a refund is filed by the taxpayer with the board of county commissioners. (2000-170, s. 2; 2007-491, s. 24; 2011-330, s. 30(a).)

ORD-2022-026

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Fiscal Year 2022-23 Budget Amendment #3

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

- Attachment 1. Year-to-Date Budget
Summary
- Attachment 2. Orange Rural Fire
Department Fund Balance
Request.
- Attachment 3. Chapel Hill-Carrboro City
Schools Board of
Education Agenda
Abstract

INFORMATION CONTACT:

Kirk Vaughn, (919) 245-2153
Gary Donaldson, (919) 245-2453

PURPOSE: To approve budget, grant, and capital project ordinance amendments for Fiscal Year 2022-23.

BACKGROUND:

Emergency Services

1. The Emergency Services Department has received a grant through the North Carolina Emergency Management's Capacity Building Competitive Grant program for \$335,000. The purpose of the grant is to ensure local emergency management offices are adequately equipped, trained, and prepared for all hazards and emergencies. These funds will be utilized to build a mobile command trailer for the Emergency Management Division. This budget amendment provides for the receipt of these funds in the Multi-Year Grant Fund, outside of the General Fund, and creates the following grant project ordinance:

Emergency Management Capacity Building (\$335,000) - Project # 71062

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Funding	\$0	\$335,000	\$335,000
Total Project Funding	\$0	\$335,000	\$335,000

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Emergency Management Grant Expenditures	\$0	\$335,000	\$335,000
Total Costs	\$0	\$335,000	\$335,000

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.

Library Services

2. The Library Services Department has received \$63,336 from the State Library in non-recurring aid. The funds will be used to aid the libraries in project costs such as materials and equipment. The funds will be incurred or obligated by December 31, 2024, and expended by December 31, 2026. The grant will be authorized in the Multi-Year Fund, outside of the General Fund. This creates the following grant ordinance:

LSTA Non-Recurring Aid Grant 2023 (\$63,336) - Project # 71358

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Funding	\$0	\$63,336	\$63,336
Total Project Funding	\$0	\$63,336	\$63,336

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Library Grant Expenditures	\$0	\$63,336	\$63,336
Total Costs	\$0	\$63,336	\$63,336

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals are 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.

- **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.

Fire Districts

3. The Orange Rural Fire Department has requested \$20,000 to be drawn from the district's available, unassigned fund balance. The funds will be used to reprogram portable and mobile radios to use the VIPER radio system, replace the department's drone, and purchase roadway barricades to increase scene safety. With this appropriation, approximately \$45,000 remains in the district's unassigned fund balance. This amendment increases the appropriation of Fund Balance in the Fire District Fund, outside the General Fund. (See Attachment 2.)

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.

Chapel Hill-Carrboro City Schools (CHCCS)

4. At the October 20, 2022 meeting of the CHCCS Board of Education, the Board approved the transfer of \$1,000,000 from the Roofing Capital Project to the Technology Capital Project. These funds were inadvertently appropriated during the annual Capital Improvement Plan process and will be used to refresh staff computer devices. This reallocates funds within the School Capital Fund outside the General Fund and amends the following capital ordinances: (See Attachment 3.)

CHCCS Roofing Projects (-\$1,000,000) - Project # 54012

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Qualified School Construction Bonds	\$4,630,000	\$0	\$4,630,000
Transfer From General Fund	\$1,520,053	\$0	\$1,520,053
Alternative Financing	\$1,691,676	(\$1,000,000)	\$691,676
Total Project Funding	\$7,841,729	(\$1,000,000)	\$6,841,729

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Roofing Expenditures	\$7,841,729	(\$1,000,000)	\$6,841,729
Total Costs	\$7,841,729	(\$1,000,000)	\$6,841,729

CHCCS Technology Projects (\$1,000,000) - Project # 54013

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Net Debt Bonds	\$1,862,121	\$0	\$1,862,121
Transfer From General Fund	\$11,721,104	\$0	\$11,721,104
Alternative Financing	\$4,352,614	\$1,000,000	\$5,352,614
Total Project Funding	\$17,935,839	\$1,000,000	\$18,935,839

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Technology Expenditures	\$17,935,839	\$1,000,000	\$18,935,839
Total Costs	\$17,935,839	\$1,000,000	\$18,935,839

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

Tax Administration

- Due to an error in the FY 2022-23 Budget document, the Appraiser I – Compliance Review position was recommended for approval, but was not included as a new FTE to be authorized. This amendment corrects that error and authorizes the permanent FTE. The position will assist the County in completing its State-mandated review of parcels classified for taxation at present-use value (PUV). The position will assist property owners to foster compliance with the PUV program, and ensure that it is being administered fairly and equitably across the County. Additionally, any parcels found to no longer be compliant with the PUV program will be required to pay deferred taxes, eventually offsetting the cost of the position. Funding for the position will be covered with existing expenses and attrition savings, and will not increase General Fund appropriation.

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

Housing Department

- The US Department of Housing and Urban Development (HUD) has announced the finalized HOME funding for FY 2022-23. The Orange County HOME Consortium has been awarded \$556,591 between HUD funding, program income and municipal match. This is more than the amount anticipated in the FY 2022-23 Annual Budget of \$477,267. This budget amendment receives the additional HUD funding and required municipal match of \$79,324 in the Community Development Fund, outside of the General Fund. The additional County match will be covered by repurposing County funding for the Housing Department, and transferring that to the Community Development Fund. This amends the following Grant Ordinance:

HOME FY 22-23 (\$79,324) - Project # 47322

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Funding	\$378,743	\$64,755	\$443,498
Program Income	\$13,306		\$13,306
Municipal Funding	\$51,983	\$8,388	\$60,371
Transfer from General Fund	\$33,235	\$6,181	\$39,416
Total Project Funding	\$477,267	\$79,324	\$556,591

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
HOME Project Expenditures	\$477,267	\$79,324	\$556,591
Total Costs	\$477,267	\$79,324	\$556,591

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 on Aging

7. The Department on Aging has received additional grant project funds for Volunteer Income Tax Assistance (VITA). This grant funding of \$29,108 is provided by the IRS through Reinvestment Partners to support costs of operating the free income tax preparation program to eligible individuals with low-to-moderate income. This budget amendment provides for the receipt of these grant funds, and amends the following grant project ordinance:

Volunteer Income Tax Assistance (\$29,108) - Project # 71153

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Funding	\$14,388	\$29,108	\$43,496
Total Project Funding	\$14,388	\$29,108	\$43,496

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
VITA Project Expenditures	\$14,388	\$29,108	\$43,496
Total Costs	\$14,388	\$29,108	\$43,496

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.

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts associated with these items other than as noted otherwise above.

FINANCIAL IMPACT: Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2022-23 and increases the Multi-Year Grants Fund by \$427,444, the Fire Districts Fund by \$20,000, and the Community Development Fund by \$79,324.

RECOMMENDATION(S): The Manager recommends the Board approve the budget, grant, and capital project ordinance amendments for Fiscal Year 2022-23.

Year-To-Date Budget Summary

Fiscal Year 2022-23

Fund Budget Summary	General Fund	Grants Fund	Fire Districts Fund	Community Development Fund
Original Budget Revenue	\$255,500,691	\$474,802	\$7,624,736	\$1,020,422
Interfund Transfer Revenue	\$76,740	\$87,786		\$348,430
Fund Balance Appropriation	\$2,608,888		\$130,337	
Total Original Budget	\$258,186,319	\$562,588	\$7,755,073	\$1,368,852
Additional Revenue Received Through Budget Amendment #3 (November 15, 2022)				
Grant Funds	\$1,929,181	\$552,657		\$196,755
Non Grant Funds	\$219,175			\$8,388
Additional Interfund Transfer Revenue				\$6,181
Additional Fund Balance Appropriation	\$115,480		\$20,000	
Total Amended Budget	\$260,450,155	\$1,115,245	\$7,775,073	\$1,580,176
Dollar Change in 2022-23 Approved Budget	\$2,263,836	\$552,657	\$20,000	\$211,324
% Change in 2022-23 Approved Budget	0.89%	116.40%	0.26%	20.71%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	983.505	5.000	0.000	10.000
Changes to Full Time Equivalent Positions	3.700			
Amended Approved General Fund Full Time Equivalent Positions	987.205	5.000	0.000	10.000
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23	987.205	5.000	0.000	10.000



Orange Rural Fire Department

PO Box 1511
Hillsborough, NC 27278

October 17, 2022

Kirk Vaughn
Orange County Budget Office
PO Box 8181
Hillsborough, NC 27278

Dear Kirk:

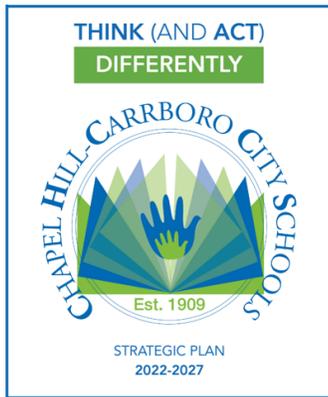
On behalf of the Orange Rural Fire Department Board of Directors, I would like to request \$20,000.00 from our fund balance.

We would like to purchase needed items that have come up since our budget request. Of the money requested, \$9,500.00 would be used to reprogram 11 portable radios and three mobile radios so that we can continue to use these on the VIPER radio system. We would use \$7,000.00 to replace the department's aged and outdated drone, that we can no longer get parts for and so that we may add thermal imaging capability. We would also use \$3,500.00 for roadway barricades needed to close roadways during emergency situations. We currently are tying up a fire truck. These barricades are the same that the Department of Transportation uses. These barricades would enable us to clear up our trucks and increase scene safety.

If you need additional information, I can be reached at 919-732-7911.

Thank you,

Steve Summey, President



Board of Education Agenda Abstract

Meeting Date: October 20, 2022
 Agenda Type: Discussion and Action
 Item #: 6c

Subject: Recommendation for Approval of Request to Orange County for Budget Transfers in the Capital Improvement Plan

Division:	Operations	Department:	Technology
Person Responsible:	Al Ciarochi, Deputy Superintendent of Operations Jonathan Scott, Chief Financial Officer Justin Kiser, Assistant Finance Officer Doug Noell, Director of Information Technology Operations	Feedback Requested From:	

Strategic Plan Goal: Equitable and Transparent Fiscal Stewardship and Operations

Previous Work Session: No

Previous Discussion and Action: No

Attachment(s):

PURPOSE: To seek Board approval to request the transfer funds in the Capital Investment Plan (CIP) Projects from the Orange County Board of County Commissioners (BOCC). The transfer will be from Project #54012 Roofing to Project #54013 Technology in the amount of \$1,000,000.

BACKGROUND: The FY 2022-23 Capital Investment Plan (CIP) was approved with \$1,200,000 in CIP project #54012 Roofing and Building Waterproofing. This inclusion was an inadvertent appropriation of funds as they were intended for project #54013 Technology.

This transfer request is to adjust the appropriation to correctly align with the capital needs of the District. An official Board of Education request must be made to the BOCC by CIP Project number to close or transfer funds within Orange County's CIP. This information must then be submitted to Orange County BOCC for their subsequent approval. The CIP transfers are outlined below:

- Transfer funds from Project #54012 Roofing and allocate the balance appropriated to that project of \$1,000,000 to Project #54013 Technology.

Note: This is not a new allocation or additional funding for the CIP plan, it is a budgetary transfer to align the project funding to needs within the school District.

FINANCIAL IMPACT: N/A

PERSONNEL IMPACT: N/A

RECOMMENDATION:	To approve the recommended request to Orange County for the budget transfer in the Capital Improvement Plan
RESOLUTION:	Be it, therefore, resolved that the Board of Education approves the request to Orange County for the budget transfer in the Capital Improvement Plan

ORD-2022-027

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: North Carolina Governor's Highway Safety Program – Orange County Sheriff's Office Traffic Safety Project and Approval of Budget Amendment #3-A

DEPARTMENT: Sheriff's Office

ATTACHMENT(S):

- Attachment 1. Traffic Safety Project Grant Application
- Attachment 2. Agreement of Conditions
- Attachment 3. Local Government Resolution
- Attachment 4. Year-to-Date Budget Summary

INFORMATION CONTACT:

Sheriff Charles S. Blackwood,
919.245.2900
Jennifer Galassi, Legal Advisor,
919.245.2952
Lt. T. Brian Whitehurst, Sheriff's Deputy
and North Carolina Governor's
Highway Safety Program Triangle
Region Law Enforcement Liaison,
919.245.2900

PURPOSE: To:

- 1) Adopt a Resolution recognizing federal funding for traffic safety projects to the Sheriff's Office;
- 2) Authorize the Chair to sign the Resolution; and
- 3) Approve Budget Amendment #3-A accepting the \$25,000 from federal grant funds.

BACKGROUND: The North Carolina Governor's Highway Safety Program (the "GHSP") partners with Law Enforcement Liaisons to promote highway safety awareness and to reduce the number of traffic crashes and fatalities in the State. Law Enforcement Liaisons ("LEL"), located in the eleven regions in which the GHSP divides the State, are full time law enforcement officers. An LEL serves as a coordinator and organizer for highway safety activities in his/her respective region and as liaison to the GHSP Office in Raleigh.

Some of the duties of an LEL include:

- promoting traffic safety measures in the region,
- supporting and informing law enforcement agencies within those regions of current and upcoming campaigns,
- providing information and guidance in the grant process by assisting agencies with questions, and
- directing them to the appropriate grant manager for their region.

LELs communicate on a regular basis with the county coordinators in their region and assist them with efforts to promote activities and campaigns on the county level. "Booze It & Lose It" and

“Click It or Ticket” are well known GHSP campaigns. Additionally, LELs monitor campaign reporting in their regions and ensure all agencies are participating in the reporting of campaign statistics.

LELs are required to attend quarterly meetings held throughout the State with GHSP staff, the annual Lifesaver National Conference on Highway Safety Priorities in the spring, and assist with planning, set up, operations, and tear down of the annual North Carolina Highway Safety Symposium. To facilitate travel, training, and the other activities of the LELs, GHSP awards a grant to the employing agency of each LEL. The grant funds travel, training, and traffic safety equipment for the agency.

Lt. T. Brian Whitehurst of the Orange County Sheriff’s Office is the Law Enforcement Liaison for Region 5. The GHSP approved an application from the Sheriff’s Office’s for Fiscal Year 2023 in the amount of \$25,000. This funding will allow the Sheriff’s Office to purchase 1) Two (2) Speed Display Signs (including shipping); 2) Traffic Software for speed display signs; 3) 100 traffic cones for impaired driving education golf cart; and 4) to fund the LEL’s travel to the required meetings, conference, and symposium.

Budget Amendment #3-A provides for the budgetary changes listed above.

FINANCIAL IMPACT: The Orange County Sheriff’s Office will receive \$25,000 in grant funding. Funding comes from federal sources and requires no local appropriation. This Budget Amendment #3-A provides for the receipt of these grant funds and will increase the General Fund by \$25,000.

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.

Receipt of GHSP grant funding will allow the Orange County Sheriff’s Office to advance the North Carolina Governor’s Highway Safety Program’s purpose to promote highway safety awareness and to reduce the number of traffic crashes and fatalities in the State, objectives which overlap with this Social Justice Goal.

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

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

- 1) Adopt a Resolution recognizing federal funding for traffic safety projects to the Sheriff’s Office;
- 2) Authorize the Chair to sign the Resolution; and
- 3) Approve Budget Amendment #3-A accepting the \$25,000 from federal grant funds.

Efforts to continue to promote and involve law enforcement agencies in these lifesaving endeavors are of paramount importance to this statewide program. To this end, LELs are required to host events, attend and conduct meetings, assist County Coordinators with organizing highway safety campaigns, and encouraging agencies to report activities.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

The purpose of radar speed signs is to slow cars down by making drivers aware when they are driving at speeds above the posted limits. They are used as a traffic calming device in addition to or instead of physical devices such as speed bumps and rumble strips. Radar speed signs are a proven traffic calming solution to raise the speed awareness of oncoming drivers. Studies repeatedly show that when alerted by a radar sign, speeders WILL slow down up to 80% of the time. Typical average speed reductions are 10-20%, and overall compliance with the posted speed limit will increase by 30-60%. These signs also have onboard cell modems that allow us to access these signs while they are in the field and retrieve data. This is much safer for personnel that manage these signs as they do not need to physically go out to the sign to retrieve the data. Additional funds to continue the licenses on these signs is requested.

In a prior Grant, our agency was granted a golf cart for Impaired Driving Prevention Education. We would like to purchase traffic cones to go along with this golf cart so that driving courses may be set up for the participants to navigate while learning about the dangers of impaired and distracted driving. As this golf cart will be available to agencies within my region, having these additional cones would make it easier for these agencies to have a complete set up for their education events.

Travel Justification (Provide justification for all travel expenses):

In-state travel and out-of-state funds will be used for travel to perform LEL functions, trainings and responsibilities. Some of the funds may be used to attend traffic safety conferences and trainings similar to NCGHSP's traffic safety conference, the annual Lifesaver's national conference, the GHSA annual conference and trainings related to traffic safety enforcement and education.

To be completed by law enforcement agencies seeking first year grant:

Provide the agency's number of sworn officers	105
Does the agency currently have a dedicated traffic or DWI unit?	Yes <input type="radio"/> No <input checked="" type="radio"/>
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	

For applicants requesting enforcement grants, please provide the following county fatality rankings:
Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	46
Alcohol Fatality Ranking:	43
Unrestrained Fatality Ranking:	44
Speed Related Fatalities:	33
Other Applicable Rankings: (Specify)	

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2019	Occupant Protection Citations	7	DWI Citations	64	Speed Citations	578
Year 2020	Occupant Protection Citations		DWI Citations	73	Speed Citations	560
Year 2021	Occupant Protection Citations		DWI Citations	50	Speed Citations	283

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

- Goal #1: Promote highway safety within Region 5 with increased efforts to raise seatbelt use above 90% by September 30, 2023. Raise the law enforcement agency participation rate in Region 5 from the 2020-2021 average of 87.4% to an average of 90 % or above reporting in Region 5 by September 30, 2023.
- Objectives: • Conduct a minimum of four Law Enforcement County Coordinator (LECC) meetings to discuss current highway safety activities, GHSP issues, training opportunities, and legal updates and concerns.

- Gather LECC monthly reports, awarding 25 GHSP STEP system credits for Coordinators each month they submit one.
- Compile a quarterly regional report for GHSP that includes a summary of the reports from the LECC's and the activities by the RLEL.
- Promote night-time seatbelt initiatives, GHSP campaigns and events within Region 5.

Goal #2:

Objectives:

Goal #3:

Objectives:

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181 by December 31, 2023.
- Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	SPEED DISPLAY SIGNS (POLE-MOUNTED) INCLUDES SHIPPING	2	\$4,995.00	\$9,990.00
Total Equipment Cost				\$9,990.00
Other Equipment Details : Software for pole mounted speed display signs and traffic cones for DWI education with golf cart provided in past grant				
#	Other Items and Equipment Direct Cost:			Cost
1	Traffic Software continuation for four Pole Mounted Speed Display Signs at \$1,500.00 per sign			\$6,000.00
2	100 Traffic Cones for Impaired Driving Education Golf Cart			\$2,500.00
Total Other Items and Equipment Direct Cost:				\$8,500.00
#	Travel			Cost
1	In-State Travel			\$1,500.00
2	Out-of-State Travel			\$5,010.00
Total Travel Cost:				\$6,510.00
Total Other Direct Costs:				\$25,000.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

Second Quarter (January, February, March)

Attend all GHSP meetings and events.

- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- If requested, provide GHSP with grant application information regarding agencies in their region.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

Third Quarter (April, May, June)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- If requested, provide GHSP with grant application information regarding agencies in their region.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

Fourth Quarter (July, August, September)

Attend all GHSP meetings and events.

- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

AGENCY AUTHORIZING SIGNATURE

- I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name:

PIN:

Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) 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 any 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.

- (ii) 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. Department Held Harmless.

(a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is June 30th.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
<i>Timothy B Whitehurst</i>	<i>Lieutenant</i>	<i>104 E. Margaret Ln Hillsborough NC 27278</i>
SIGNATURE	DATE	TELEPHONE NUMBER
<i>H. T. B. Whitehurst</i>	<i>10-03-2022</i>	<i>919-245-2900</i>
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
<i>Charles Blackwood</i>	<i>Sheriff</i>	<i>104 E. Margaret Ln Hillsborough NC 27278</i>
SIGNATURE	DATE	TELEPHONE NUMBER
<i>[Signature]</i>	<i>10/11/2022</i>	<i>919-245-2900</i>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
<i>Tracy Smith</i>	<i>Business officer</i>	<i>106 E Margaret Ln</i>
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Tracy Smith</i>	<i>10-3-22</i>	<i>919-644-3050</i>

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Orange County Sheriff's Office (herein called the "Agency")
(The Applicant Agency)
has completed an application contract for traffic safety funding; and that Orange County Board of Commissioners
(The Governing Body of the Agency)
_____ (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Orange County Board of Commissioners IN OPEN
(Governing Body)
MEETING ASSEMBLED IN THE CITY OF Hillsborough, NORTH CAROLINA,
THIS 15 DAY OF November, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sheriff Charles Blackwood is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ 25,000 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

SEAL

DATE _____

Year-To-Date Budget Summary

Fiscal Year 2022-23

Fund Budget Summary	General Fund
Original Budget Revenue	\$255,500,691
Interfund Transfer Revenue	\$76,740
Fund Balance Appropriation	\$2,608,888
Total Original Budget	\$258,186,319
Additional Revenue Received Through Budget Amendment #3A (November 15, 2022)	
Grant Funds	\$1,954,181
Non Grant Funds	\$219,175
Additional Interfund Transfer Revenue	
Additional Fund Balance Appropriation	\$115,480
Total Amended Budget	\$260,475,155
Dollar Change in 2022-23 Approved Budget	\$2,288,836
% Change in 2022-23 Approved Budget	0.90%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	983.505
Changes to Full Time Equivalent Positions	3.700
Amended Approved General Fund Full Time Equivalent Positions	987.205
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23	987.205

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Proposed Amendments – Commission for the Environment Board-Specific Policy and Procedures

DEPARTMENT: Environment, Agriculture, Parks and Recreation (DEAPR)

ATTACHMENT(S):

- 1) Proposed Amended CFE Policy and Procedures (Marked-up)
- 2) Proposed Amended CFE Policy and Procedures (Clean)

INFORMATION CONTACT:

David Stancil, 245-2510
Christian Hirni, 245-2514

PURPOSE: To approve amendments to the Commission for the Environment board-specific Policy and Procedures document.

BACKGROUND: Since 2000, the primary purpose of the Commission for the Environment (CFE) is to advise the Board of County Commissioners (BOCC) on matters affecting the natural environment. This responsibility generally includes advising on environmental policy, promoting education of the public and local officials on environmental issues, making recommendations on environmental initiatives, and understanding in special environmental studies and projects.

The Commission for the Environment has operated under the current form of its Policy and Procedures document since 2010. During discussions earlier this year, CFE members and staff noted a number of changes needed to address areas where the advisory board had taken on several new responsibilities or clarification was necessary regarding current roles and duties. To address these areas, the CFE has drafted a series of recommended edits to the document. At its October 11, 2022 meeting, the CFE considered a final draft and voted unanimously to adopt and present the draft to the Board of County Commissioners.

FINANCIAL IMPACT: There is no identified 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 identified Orange County Environmental Responsibility Goal impact associated with this item

RECOMMENDATION(S): The Manager recommends that the Board review and approve the attached updated Orange County Commission for the Environment Policy and Procedures.

**ORANGE COUNTY COMMISSION FOR THE ENVIRONMENT
POLICIES AND PROCEDURES**

SECTION I: SCOPE

~~A.~~ A. Purpose

1. To establish a policy and procedures whereby the Orange County Board of Commissioners will establish the specific policies and procedures governing the Commission for the Environment.
2. The Orange County Board of Commissioners may appoint an advisory board whose duty is to serve in an advisory capacity on matters affecting the environment, with particular emphasis on environmental protection and climate action.

B. Authority

1. North Carolina General Stature 153A-76 grants boards of commissioners the authority to establish advisory boards.
2. The adopted Orange County Board of Commissioners Advisory Board Policy (henceforth referred to as "County Advisory Board Policy") serves as the underlying policy document to which the Commission for the Environment, in addition to this policy and procedure document, is subject. The Orange County Advisory Board Policy is attached hereto as "Exhibit A".

~~3. In the event there is a conflict between the Orange County Advisory Board Policy and this Policies and Procedures document this Policies and Procedures document shall control. the Orange County Advisory Board Policy shall prevail.~~

C. Charge

1. The charge of the Commission for the Environment is to advise the Orange County Board of Commissioners on matters affecting the environment, with particular emphasis on environmental protection: and climate change.

SECTION II: GOALS AND OBJECTIVES

A. The Commission for the Environment shall have the following goals and objectives:

1. To advise the Orange County Board of Commissioners with regard to environmental policy, with particular emphasis on environmental protection and climate change.
2. To educate the public and local officials on environmental issues.

3. To perform special studies and projects on environmental questions as requested by the Orange County Board of Commissioners.
4. To recommend environmental initiatives to the Orange County Board of Commissioners.
5. To study changes in environmental science and environmental regulations in the pursuit of its duties.
6. Provide recommendations and input on the Lands Legacy Program, as requested by the Orange County Board of Commissioners.
7. Provide recommendations and input on the Climate Action Grant proposals and other Orange County funding opportunities for environmental concerns, as requested by the Orange County Board of Commissioners.
- 7.8. To perform other duties as requested by the Orange County Board of Commissioners.

SECTION III: MEMBERSHIP

A. Authority

1. North Carolina General Statute 153A-76 grants boards of county commissioners the authority to establish advisory boards, and to appoint members to, and remove members from, those advisory boards. In acting on this authority the Orange County Board of County Commissioners hereby establishes certain general conditions to which applicants and members of advisory boards should conform as noted in the Orange County Board of Commissioners Advisory Board Policy.

B. Composition

1. The Commission for the Environment is composed of no more than fifteen voting members, and no fewer than nine.
2. The Commission for the Environment has no appointed alternate members.

Five

3. All Commission for the Environment members shall have a background, or knowledge base, in science, education, law, public health, solid waste, or a field which is relevant to environmental protection and/or climate change [DS1].

3.4. The Commission for the Environment seeks to have at least one member with specific expertise in each of the following areas:

- Air Quality
- ~~Biological Sciences~~
- ~~Engineering, (preferably in a field related to the environment)~~
- ~~Land Resources~~
- Water Resources

~~4. Ten at large members with some knowledge of environmental science and/or environmental issues including, but not limited to experts in the following fields:~~

- ~~Education~~
- Land Resources
- Energy
- ~~Law~~
- ~~Public Health~~
- ~~Public Policy~~
- ~~Solid Waste~~
- ~~Other areas that overlap with the five areas of specific expertise~~ Biological Sciences
-

5. The Commission for the Environment shall have no appointed ex officio members.

C. Officers

1. The elected officers of the Commission for the Environment shall consist of a Chair and a Vice Chair.

D. Election Procedures and Terms of Office

1. The Officers shall be elected by the Commission for the Environment from among its members at the regular meeting in November of each year. They shall take office at the following regular meeting.

SECTION IV. MEETINGS

A. Staffing

1. Orange County staff may serve a support function to advisory boards upon the approval of the Orange County Manager. ~~Upon the approval of the Manager,~~ [DS2] The Department of Environment, Agriculture, Parks and Recreation (DEAPR) shall serve as staff to the Commission for the Environment. DEAPR shall keep all minutes and records of the Commission for the Environment and provide proper and legal notice of regular and special meetings to members of the public.

2. The Sustainability Projects Manager may also serve a support function to the Commission for the Environment.

B. Agendas

1. Items for agendas shall be approved by the Commission for the Environment Chair and staff. To request an agenda item for consideration, a request must be received by the Chair or staff at least fifteen days before any regular scheduled meeting.

~~2. All business to be considered shall be listed on the agenda. To secure such consideration, a request must be received by the Chair at least seven days before any regular scheduled meeting. No other business may be considered except by majority vote of the Board members present. All special business or items not specifically noted on the regular meeting agenda may be deferred by the Commission for the Environment until the next regular meeting date.~~

2. The agenda will be submitted to the Commission for the Environment members no less than 7 days before any regularly scheduled meeting. Only items listed on this provided agenda may be voted upon.

3. The order of business at regular meetings shall be:

- a. Call to order.
- b. Consideration of additions or changes to the agenda.

This is the only time additional items for discussion may be recommended and will be added if the majority present votes to approve.

- c. Call for approval of minutes of previous meeting.
- d. Consideration of remaining items on the agenda.
- e. Adjournment.

4. All meetings of the Commission for the Environment shall be open to the general public.

5. In order for a meeting to occur a quorum must be present. A quorum is defined as a majority of current members.

~~5.6.~~ The vote of a majority of ~~those~~ members present shall be sufficient to decide all matters before the Commission for the Environment, ~~provided a quorum is present.~~ During a meeting the members may decide to postpone a final decision vote to allow a document to be finalized for further consideration and to be voted ~~upon via electronic mail (email), as long as the voting records are documented and included in the minutes of the next regularly scheduled meeting.~~ on at a subsequent or special^[DS3] meeting.

~~6.7.~~ For procedures not covered by these rules or the ~~Orange~~ County Advisory Board Policy, the Commission for the Environment shall

follow the rules contained in Robert's the "Rules of Order, Revised Procedure for the Board of County Commissioners, Orange County, NC."

C. Date, Time and Location of Regular Meetings

1. Regular meetings of the Commission for the Environment shall be held the second Monday of each month at 7:~~30~~00 p.m. at the Southern Human Services Center in Chapel Hill or the Environment and Agriculture Center in Hillsborough, or other place within Orange County designated by the Chair. The meetings shall adjourn not later than 9:30 p.m. unless extended for the meeting in session by vote of the members.

D. Special Meetings

1. Special meetings may be called by the Chair or by the written request of at least three other members of the Commission for the Environment. -The notice of such a meeting shall specify the purposes of the meeting and no other business may be considered except by unanimous consent of the Commission for the Environment members present.

E. Meeting Notice

1. Department of Environment, Agriculture, Parks and Recreation ("DEAPR") staff and the Sustainability and Projects Manager shall give a minimum of five days' notice for both regular and special meetings.

SECTION V. ORIENTATION

A. Attendance

1. Each member shall attend an orientation presented by staff and the Chair^[DS4] the DEAPR to familiarize the advisory board members with the operation of County government, the DEAPR policies and procedures, and the operating procedures of the advisory board, the work of current committees, and member obligations. Other members of the CFE may attend as designated by the Chair.
2. Each voting member will be encouraged to complete the orientation within five weeks of his or her appointment and participate in at least one tour of locations relevant to the business of the Commission for the Environment.

SECTION VI. BY-LAWS

A. By-Laws

1. Any Bylaws adopted by the Commission for the Environment are void and no further bylaws shall be adopted. Procedure shall be governed solely by this policy document and the [General County](#) Advisory Board Policy document, and the "Rules of Procedure for the Orange County Board of County Commissioners, Orange County, NC."
2. Should the Commission for the Environment determine modifications to policies and procedures are necessary the Commission may petition the Board of County Commissioners for such modifications.

ORANGE COUNTY COMMISSION FOR THE ENVIRONMENT POLICIES AND PROCEDURES

SECTION I: SCOPE

- A. Purpose
 - 1. To establish a policy and procedures whereby the Orange County Board of Commissioners will establish the specific policies and procedures governing the Commission for the Environment.
 - 2. The Orange County Board of Commissioners may appoint an advisory board whose duty is to serve in an advisory capacity on matters affecting the environment, with particular emphasis on environmental protection and climate action.
- B. Authority
 - 1. North Carolina General Stature 153A-76 grants boards of commissioners the authority to establish advisory boards.
 - 2. The adopted Orange County Board of Commissioners Advisory Board Policy (henceforth referred to as "County Advisory Board Policy") serves as the underlying policy document to which the Commission for the Environment, in addition to this policy and procedure document, is subject. The County Advisory Board Policy is attached hereto as "Exhibit A".
- C. Charge
 - 1. The charge of the Commission for the Environment is to advise the Orange County Board of Commissioners on matters affecting the environment, with particular emphasis on environmental protection and climate change.

SECTION II: GOALS AND OBJECTIVES

- A. The Commission for the Environment shall have the following goals and objectives:
 - 1. To advise the Orange County Board of Commissioners with regard to environmental policy, with particular emphasis on environmental protection and climate change.
 - 2. To educate the public and local officials on environmental issues.
 - 3. To perform special studies and projects on environmental questions as requested by the Orange County Board of Commissioners.

4. To recommend environmental initiatives to the Orange County Board of Commissioners.
5. To study changes in environmental science and environmental regulations in the pursuit of its duties.
6. Provide recommendations and input on the Lands Legacy Program, as requested by the Orange County Board of Commissioners.
7. Provide recommendations and input on the Climate Action Grant proposals and other Orange County funding opportunities for environmental concerns, as requested by the Orange County Board of Commissioners.
8. To perform other duties as requested by the Orange County Board of Commissioners.

SECTION III: MEMBERSHIP

A. Authority

1. North Carolina General Statute 153A-76 grants boards of county commissioners the authority to establish advisory boards, and to appoint members to, and remove members from, those advisory boards. In acting on this authority the Orange County Board of County Commissioners hereby establishes certain general conditions to which applicants and members of advisory boards should conform as notated in the County Advisory Board Policy.

B. Composition

1. The Commission for the Environment is composed of no more than fifteen voting members.
2. The Commission for the Environment has no appointed alternate members.
3. All Commission for the Environment members will have a background in science, education, law, public health, solid waste, or a field which is relevant to environmental protection and/or climate change.
4. The Commission for the Environment seeks to have at least one member with specific expertise in each of the following areas:
 - Air Quality
 - Water Resources
 - Land Resources

- Energy
- Biological Sciences

5. The Commission for the Environment shall have no appointed ex officio members.

C. Officers

1. The elected officers of the Commission for the Environment shall consist of a Chair and a Vice Chair.

D. Election Procedures and Terms of Office

1. The Officers shall be elected by the Commission for the Environment from among its members at the regular meeting in November of each year. They shall take office at the following regular meeting.

SECTION IV. MEETINGS

A. Staffing

1. Orange County staff may serve a support function to advisory boards upon the approval of the Orange County Manager. The Department of Environment, Agriculture, Parks and Recreation (DEAPR) shall serve as staff to the Commission for the Environment. DEAPR shall keep all minutes and records of the Commission for the Environment and provide proper and legal notice of regular and special meetings to members of the public.
2. The Sustainability Projects Manager may also serve a support function to the Commission for the Environment.

B. Agendas

1. Items for agendas shall be approved by the Commission for the Environment Chair and staff. To agenda item consideration, a request must be received by the Chair or staff at least fifteen days before any regular scheduled meeting.
2. The agenda will be submitted to the Commission for the Environment members no less than 7 days before any regularly scheduled meeting. Only items listed on this provided agenda may be voted upon.
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5. In order for a meeting to occur a quorum must be present. A quorum is defined as a majority of current members.
6. The vote of a majority of members present shall be sufficient to decide all matters before the Commission for the Environment. During a meeting the members may decide to postpone a vote to allow a document to be finalized for further consideration and to be voted on at a subsequent or special meeting.
7. For procedures not covered by these rules or the County Advisory Board Policy, the Commission for the Environment shall follow the rules contained in the "Rules of Procedure for the Board of County Commissioners, Orange County, NC."

C. Date, Time and Location of Regular Meetings

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procedures, the operating procedures of the advisory board, the work of current committees, and member obligations. Other members of the CFE may attend as designated by the Chair.

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2. Should the Commission for the Environment determine modifications to policies and procedures are necessary the Commission may petition the Board of County Commissioners for such modifications.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Amendment to the Persimmon Hill Farm (Bennett/Pelissier) Conservation Easement

DEPARTMENT: Environment, Agriculture, Parks and Recreation (DEAPR)

ATTACHMENT(S):

Resolution of Approval
Persimmon Hill Farm Conservation Easement Amendment
Exhibit C – Conservation Easement Map Amendment
Persimmon Hill Farm Conservation Easement Deed (11-21-18)
Vicinity Map
Site Context Map

INFORMATION CONTACT:

David Stancil, 919-245-2510
Christian Hirni, 919-245-2514
James Bryan, 919-245-2319

PURPOSE: To consider a resolution approving an amendment to a conservation easement held by Orange County for property owned by Vann Bennett and Bernadette Pelissier (known as Persimmon Hill Farm).

BACKGROUND: In December 2016, Orange County accepted a permanent conservation easement for 90.47 acres owned by Vann Bennett and Bernadette Pelissier. The land, known as Persimmon Hill Farm, is comprised of three adjacent parcels located east of NC Highway 86 North in Cedar Grove Township, just south of the intersection with Burton Road in northern Orange County.

Mr. Bennett and Ms. Pelissier granted (donated) a permanent conservation easement to help protect the valuable prime farmland and natural resources associated with their land, including over half of the property which is mature hardwood forest located within the South Hyco Creek Protected Watershed. The forested area helps buffer and protect approximately 6,000 linear feet of several unnamed stream tributaries, which drain into South Hyco Creek just one mile to the north.

Mr. Bennett and Ms. Pelissier are interested in constructing a new home on the property, and are proposing the home be located in a new “Proposed Residential Envelope” on the property. The current Conservation Easement identified a “Potential Future Home Site Area”, totaling 6.4 acres, located over two active and productive agriculture fields with a stream through the center, which would require buffering. Totaling 2.06 acres, the new “Proposed Residential Envelope” would

replace the former location, and is located in an area of early successional tree species (former field with poor agricultural soils), with no streams or buffered areas affected.

The proposed change requires an amendment to the conservation easement. The amendment would modify the easement by removing the previous "Potential Future Home Site Area", to be replaced with the new "Proposed Residential Envelope", as shown in the attached site map (Exhibit C).

DEAPR staff has evaluated the proposed amendment relative to purposes of the conservation easement and the protection of the property's "conservation values." The new "Proposed Residential Envelope" would improve the protection of the prime farmlands and of the forested stream corridors and drainage within, while reducing the acreage and effect of residential development and still providing for the construction of a new home for the landowners within their farm operation.

DEAPR staff concurs with the proposed amendment and addition of Exhibit C to the conservation easement because it would strengthen the protection of prime farmland and natural resources recognized and addressed by the conservation easement. DEAPR staff also concurs with the elimination of the references to exhibits that are not attached to the conservation easement document.

Mr. Bennett, Ms. Pelissier, and DEAPR staffs have worked with the County Attorney's office to prepare the attached amendment to the deed of conservation easement, and pending approval, plan to have the amendment recorded with the Orange County Register of Deeds shortly after signing.

FINANCIAL IMPACT: As the landowners will incur the costs of recording, there are no financial implications to the County.

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

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

- **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 adopt the Resolution approving the amendment to the conservation easement and authorize the Chair to sign the Resolution and conservation easement amendment.

ORANGE COUNTY BOARD OF COMMISSIONERS**RESOLUTION**

**Approval of an Amendment to the
Conservation Easement
Between
Orange County and Vann Bennett and Bernadette Pelissier**

WHEREAS, Vann Bennett and Bernadette Pelissier own 90.47 acres of land located east of NC Highway 86 N (Cedar Grove Township), and

WHEREAS, Orange County holds a conservation easement for the property that was recorded on December 16, 2016; and

WHEREAS, Orange County, Vann Bennett and Bernadette Pelissier are willing to amend the conservation easement in such a way that “Proposed Residential Envelope” added to the easement area and “Potential Future Home Site Area” removed from the easement area, with the prior being of significantly lesser size, and shape being altered to adapt to the land and topographical features – the new configuration to be depicted on a revised Exhibit C map of the property; and

WHEREAS, the amendment to the conservation easement on this property will improve the preservation of the prime farmlands, and forested stream corridors and water quality for future generations, and also help Vann Bennett and Bernadette Pelissier with the development and management of activities on their property;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners does hereby 1) approve the execution of an Amendment to the Deed of Conservation Easement with Vann Bennett and Bernadette Pelissier, in accordance with the terms of the proposed Amendment, the final form and terms of which to be approved by DEAPR staff and the County Attorney; and 2) authorize the Chair and the Clerk to sign the Amendment to the Deed of Conservation Easement on behalf of the Board and cause it to be recorded with the Orange County Register of Deeds, with a closing to occur on or before December 31st, 2022.

This the 15th day of November, 2022.

Renee Price, Chair
Orange County Board of Commissioners

Laura Jensen, Clerk to the Board

This instrument prepared by and return to: John L. Roberts, Office of the Orange County Attorney
Box 8181, Hillsborough, NC 27278

NORTH CAROLINA
COUNTY OF ORANGE

AMENDMENT TO CONSERVATION EASEMENT

This Amendment to Conservation Easement (“Conservation Easement Amendment”) is granted on this ___ day of _____, 2022, by **VANN BENNETT** and **BERNADETTE PELISSIER**, husband and wife, having an address of 4516 Mystic Lane, Hillsborough, NC 27278, (referred to as "Grantors"), to **ORANGE COUNTY, NORTH CAROLINA**, having an address of Post Office Box 8181, Hillsborough, NC 27278 (hereinafter “Grantee”)

The designation Grantors and Grantee as used herein shall include said parties, their respective heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neutral pronouns as required by context.

WHEREAS:

Grantors are the sole owners in fee simple, of certain farm Property (hereinafter the "Property"), which consists of approximately 90.47 acres of land, located in Cedar Grove township, Orange County, North Carolina and identified as Tract 1 and Tract 2 and Tract 3 (PIN 9849-89-6992 and PIN 9849-89-0929 and PIN 9849-79-3656, respectively) on the plat of property titled “Property of Vann Bennett and Bernadette Pelissier,” prepared by ENT Land Surveyors, Inc., which plat is recorded at Plat Book 115, Page 137, Orange County Registry), hereafter referred to as “the recorded Plat for this Conservation Easement.” The Property includes buildings and other improvements, which are shown on Exhibit A, attached hereto and incorporated herein.

Grantors and Grantee have agreed to amend the Conservation Easement, as expressly provided herein.

NOW, THEREFORE, for the reasons given herein and in consideration of the terms, covenants and conditions set forth in the Conservation Easement, Amendment to Conservation Easement and this Conservation Easement Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors convey unto Grantee a conservation easement, of the nature and character and to the extent hereinafter set forth, in respect to the Property as described in Exhibit A to the Conservation Easement and further covenant and agree as follows:

1. Paragraphs 7 (c) of the Conservation Easement are deleted in their entirety and replaced with the following:

(c) *Single-Family Residential Dwellings* – Two residential dwellings exist on the Property—one within the “Farmstead Area” and one within the “Existing Residential Envelope,” which are both identified on Exhibit A. All appurtenant structures and facilities such as garages, sheds, and septic systems for these existing residential dwellings shall be contained within the “Farmstead Area”. One (1), but not more than one, additional single-family residential dwelling, together with reasonable appurtenant structures, such as garages, sheds, and septic systems may be built on the Property within a 2.06 acre “Proposed Residential Envelope” located within the area identified as on Exhibit C and outside of the stream buffers described in Paragraph 4 of this conservation easement. At the time construction of such dwelling and such appurtenant structures is to commence, Grantee shall be notified of the location of the structure and facilities. Nothing about Orange County’s participation in or the signing of this Deed of Easement constitutes zoning or subdivision approval or the permitting of these residential dwellings and their appurtenant structures.

2. The following maps added as Exhibit C to the Conservation Easement.

TO HAVE AND TO HOLD this Conservation Easement Amendment unto Grantee, its successors and assigns, forever.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Grantors and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTORS:

VANN BENNETT

BERNADETTE PELISSIER

Accepted:

GRANTEE:

ORANGE COUNTY, NORTH CAROLINA

By: _____
Renee Price, Chair
Orange County Board of Commissioners

ATTEST:

Laura Jensen, Clerk to the
Board of Commissioners

Acknowledgments

NORTH CAROLINA
COUNTY OF ORANGE

I, _____, a Notary Public in and for said County and State do hereby certify that _____ and _____ personally appeared before me this day and duly acknowledged the execution of the foregone Conservation Easement.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2022.

Notary Public

My commission expires:

NORTH CAROLINA
COUNTY OF ORANGE

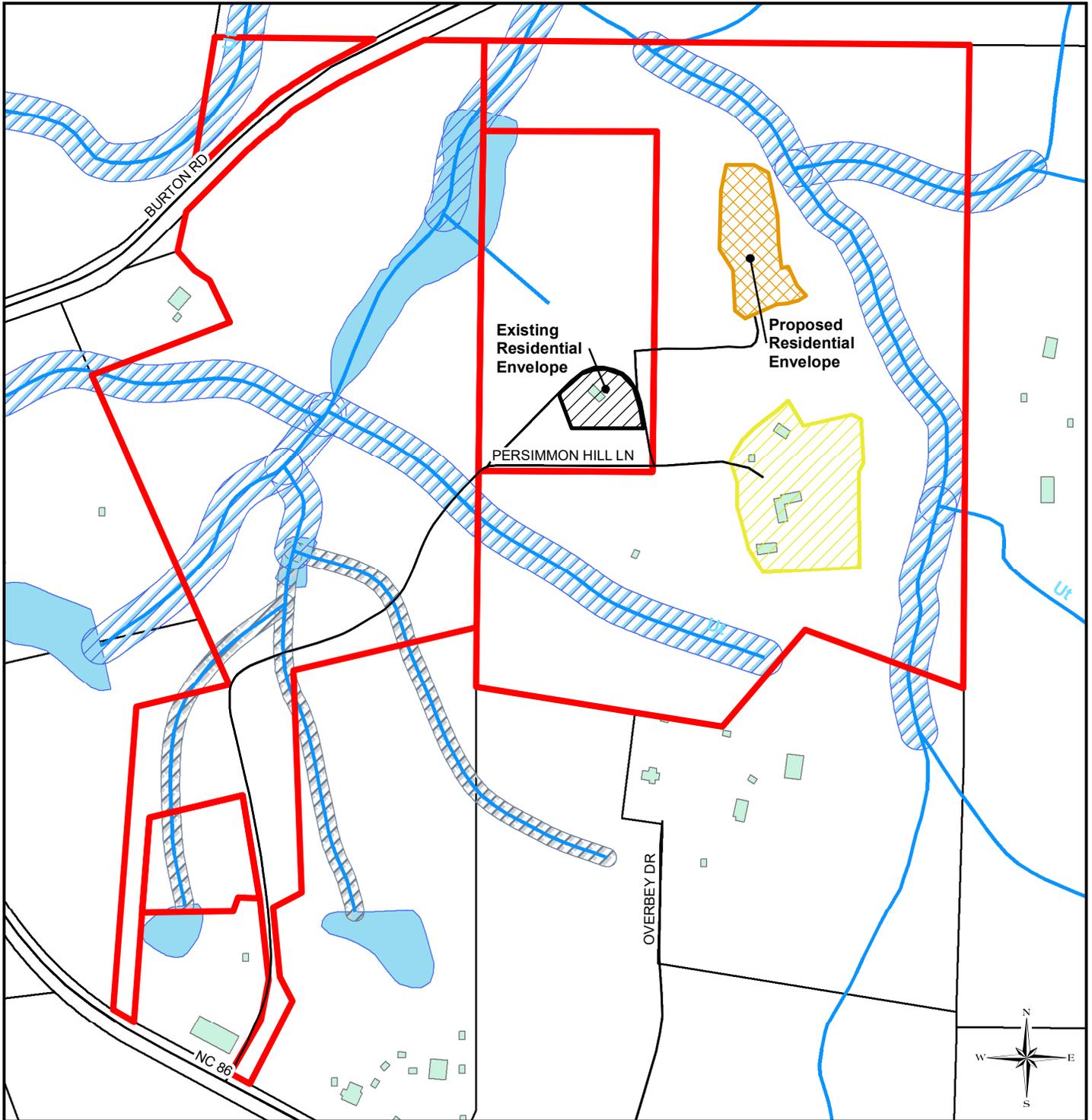
I, a Notary Public of the County and State aforesaid, certify that Laura Jensen personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the ____ day of _____, 2022.

Notary Public

My commission expires:

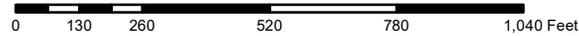
Exhibit C- Persimmon Hill Farm- Agricultural Conservation Easement



Tract Information:

Landowner: Bennett/Pelissier
Lat: 36° 10.26"
Long: 79° 10.60"
Date: 10/25/2022
Image: 2021 Aerial Photo
Created By: Christian Hirni
Acres: 90.47

Existing Res. Env.- 0.6 ac
Farmstead Area- 3 ac
Prop. Residential Env.- 2 ac



ORANGE COUNTY



Department of Environment,
 Agriculture, Parks & Recreation

Legend

- Roads
- County Held Easement
- Existing Residential Envelope
- Proposed Residential Envelope
- Farmstead Area
- Streams
- 50 Ft Stream Buffer
- 25 Ft Stream Buffer
- Building Footprints
- Tax Parcels

This instrument prepared by and return to: John L. Roberts, Office of the Orange County Attorney
Box 8181, Hillsborough, NC 27278

Revenue Stamps: None (exempt)

NORTH CAROLINA
COUNTY OF ORANGE

WARRANTY DEED
OF AGRICULTURAL CONSERVATION EASEMENT

This Deed of Agricultural Conservation Easement (hereinafter "Conservation Easement") is granted on this 15th day of December, 2016, by **VANN BENNETT** and **BERNADETTE PELISSIER**, husband and wife, having an address of 4516 Mystic Lane, Hillsborough, NC 27278, (referred to as "Grantors"), to **ORANGE COUNTY, NORTH CAROLINA**, having an address of Post Office Box 8181, Hillsborough, NC 27278 (referred to as "Grantee").

The designation Grantors and Grantee as used herein shall include said parties, their respective heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neutral pronouns as required by context.

WHEREAS:

Grantors are the sole owners in fee simple, of certain farm Property (hereinafter the "Property"), which consists of approximately 90.47 acres of land, located in Cedar Grove township, Orange County, North Carolina and identified as Tract 1 and Tract 2 and Tract 3 (PIN 9849-89-6992 and PIN 9849-89-0929 and PIN 9849-79-3656, respectively) on the plat of property titled "Property of Vann Bennett and Bernadette Pelissier," prepared by ENT Land Surveyors, Inc., which plat is recorded at Plat Book 115, Page 137, Orange County Registry), hereafter referred to as "the recorded Plat for this Conservation Easement." The Property includes buildings and other improvements, which are shown on said plat and on Exhibit A, attached hereto and incorporated herein.

The Property consists primarily of productive agricultural land. The vast majority of the soils on the Property are classified as "prime" or "statewide important" soils by the Natural Resources Conservation Service, United States Department of Agriculture (also referred to as "NRCS"). The property includes several streams that flow generally northward before entering South Hyco Creek and Roxboro Lake, a public drinking water supply reservoir serving the City of Roxboro and Person County. The entire Property is located within the designated South Hyco Creek Protected Watershed.

The primary purposes of this Conservation Easement are to protect the agricultural soils and agricultural viability and productivity of the Property, and to protect the quality of surface waters in the watershed of South Hyco Creek and Roxboro Lake.

The Property also includes outstanding riparian and woodland habitats for a variety of wildlife species of importance to the Grantors and Grantee, the people of Orange County and the people of North Carolina. Furthermore, the Property contains outstanding scenic qualities that can be enjoyed by the general public, namely the views along NC Highway 86 North and Burton Road (State Road 1502). It is a secondary purpose of this Conservation Easement to protect these natural and scenic resources.

The agricultural resources of the Property, and its contribution to the protection of prime farmland soils, a public water supply, natural and wildlife habitat, and the other conservation interests described herein to be preserved by this Conservation Easement are collectively referred to as the "Conservation Values" of the Property.

The specific Conservation Values of the Property and its current use and state of improvement are described in a Baseline Documentation Report ("Report") prepared by the Grantee with the cooperation of the Grantors, and acknowledged by both parties to be accurate as of the date of this Conservation Easement. This Report may be used by the Grantee to document any future changes in the use or character of the Property in order to ensure the terms and conditions of this Conservation Easement are fulfilled. The Report, however, is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use. The Grantors and Grantee have copies of this Report, and said report will remain on file at the offices of the Orange County Department of Environment, Agriculture, Parks and Recreation.

The Grantors and Grantee agree that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Conservation Easement.

The Grantors intend that the Conservation Values of the Property be preserved and maintained, and further, Grantors intend to convey to the Grantee the right to preserve and protect the agricultural and other Conservation Values of the Property in perpetuity.

The conservation purposes of this Conservation Easement are recognized by, and the grant of this Conservation Easement will serve, the following clearly delineated governmental conservation policies:

(1) Sections 1238 H and 1238 I of the Food Security Act of 1985, as amended, which authorizes the Farm and Ranch Lands Protection Program, administered through the United States Department of Agriculture, Natural Resources Conservation Service, which provides funds for the acquisition of Conservation Easements or other interests in prime, unique, or other productive soils for the purpose of limiting conversion to nonagricultural uses of the land;

(2) North Carolina General Statute 139-2 *et seq.*, which provides that “it is hereby declared ...that the farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people... it is hereby declared to be the policy of the legislature to provide for the conservation of the soil and resources of this State;”

(3) North Carolina General Statute 106-583 *et seq.*, which states that “It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity;”

(4) The Uniform North Carolina Conservation and Historic Preservation Agreements Act, North Carolina General Statute 121-34 *et seq.*, which provides that conservation agreements are “interests in land” which may be effective “perpetually;” which provides for the enforceability of restrictions, easements, covenants or conditions “...appropriate to retaining land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use...;” and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;”

(5) The establishment of the North Carolina Agricultural Development and Farmland Preservation Trust Fund established in 1986 (N.C.G.S. 106-744(c) as amended) to preserve important farmland in North Carolina;

(6) the Clean Water Management Trust Fund, authorized by NCGS § 113A-251 *et seq.*, which finances projects to acquire land and interests in land, including conservation easements for the purposes of providing environmental protection for surface waters and urban drinking water supplies;

(7) the Soil and Water Conservation Districts Act, authorized by NCGS § 139-1, *et seq.*, which provides for the preservation of farm, forest and grazing lands;

(8) the special use assessment of farm and forestland as set forth in NCGS § 105-277.2 *et seq.*, which allows for lower property tax rates for land enrolled in active agricultural uses;

(9) the Land Use Element of the Orange County Comprehensive Plan (adopted November 18, 2008) with its goal of “Land uses that are appropriate to on-site environmental conditions and features, and that protect natural resources, cultural resources, and community character.”;

(10) The Orange County Agricultural Development and Farmland Protection Plan, adopted November 17, 2009, which recommends that the County acquire agricultural conservation easements to help protect farmland as a valuable natural resources; and

(11) The zoning of the Property by Orange County as Agricultural Residential and South Hyco Creek Protected Watershed Overlay District, the latter to help protect the public water supply watershed of Roxboro Lake.

Grantors and Grantee have the common purpose of protecting the above-described Conservation Values and current condition of the Property and preventing conversion of the Property to nonagricultural uses. Grantors agree to create and implement a conservation plan (hereinafter the “Conservation Plan”) that is developed utilizing the standards and specification of the NRCS field office technical guide and 7 CFR part 12, as well as other commonly-recognized best management practices, and is approved by the Orange County Soil and Water Conservation District;

Orange County, one of the parties Grantee, is a body politic existing under Chapter 153A of the North Carolina General Statutes, and is qualified to hold conservation easements under the applicable laws of the State of North Carolina;

NOW, THEREFORE, for the reasons given and other good and valuable consideration, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and as an absolute and unconditional gift, the Grantors hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity for the benefit of the people of North Carolina, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the Property;

The terms, conditions and restrictions of the Conservation Easement are as hereinafter set forth:

1. *Grant of Conservation Easement; Extinguishment of Development Rights*

Grantors hereby voluntarily grant and convey to the Grantee, and the Grantee hereby voluntarily accept, a perpetual Conservation Easement in the Property, which easement is an immediately vested interest in real property the nature and character described herein. Grantors promise that they will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantors authorize the Grantee to enforce these covenants in the manner described below.

Grantors hereby voluntarily grant and convey to the Grantee all development rights for the Property, except as otherwise reserved and provided by the terms of this Conservation

Easement, that are now or hereafter inherent in the Property. The parties agree that such development rights are now terminated and extinguished, and may not be used on or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property by anyone or any entity, including the Grantee.

2. *Statement of Purpose*

The primary purposes of this Conservation Easement are to enable the Property to remain in agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity, and to protect the wetlands, riparian areas and surface waters associated with the streams tributary to South Hyco Creek from the risk of adverse impacts arising from use or development of the Property contrary to the provisions of this Conservation Easement. Except as specifically permitted herein, no activity that would impair the actual or potential agricultural use of the Property shall be permitted. Likewise, any activity that would risk causing adverse impact to any stream tributary to South Hyco Creek is prohibited. To the extent that the preservation and protection of the other natural, historic, recreational, habitat, or scenic values referenced in this Conservation Easement are consistent with the primary purposes stated above, it is within the purpose of this Conservation Easement to also protect those values, and no activity that would significantly impair those values shall be permitted.

As authorized in the Uniform Conservation and Historic Preservation Act, N.C. Gen. Stat. § 121-34 *et seq.*, this Conservation Easement is perpetual; it restricts the Grantors' Property in perpetuity; and it is enforceable by the Grantee against the Grantors, its representatives, heirs, successors and assigns, lessees, agents, and licensees.

3. *Rights and Responsibilities Retained by Grantors*

Notwithstanding any provisions of this Conservation Easement to the contrary, the Grantors reserve to and for themselves and their successors all customary rights and privileges of ownership, including the rights to sell, lease, and devise the Property provided such transaction is subject to the terms of this Conservation Easement and written notice is provided to the Grantee, together with any rights not specifically prohibited by or limited by this Conservation Easement, and consistent with this Conservation Easement. Unless otherwise specified below, nothing in this Conservation Easement shall require the Grantors to take any action to restore the condition of the Property after any natural disaster or other event over which he had no control. Grantors understand that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

4. *Right to Farm*

Grantors retain the right to farm, or to permit others to farm the Property, consistent with the Conservation Values of the Property and in accordance with applicable local, state and federal laws and regulations.

Subject to the terms of this Conservation Easement, farming, grazing, horticultural and animal husbandry operations are permitted only if conducted consistent with Best Management Practices promulgated by the State of North Carolina and in conformity with a Conservation Plan as required in Paragraph 9 of this Conservation Easement, which Conservation Plan is hereinafter referred to as “the Conservation Plan.”

Cattle and other livestock are allowed to exist and to graze on the Property, except within a 100-foot stream buffer, which is 50 feet wide on either side of the stream as measured from the center of the stream and perpendicular to the stream, and a 50-foot stream buffer, which is 25 feet wide on either side of the stream as measured from the center of the stream and perpendicular to the stream—the locations of which are identified and marked on Exhibit A. Exhibit A is a copy of a GIS rendering of the Property, the original of which will be maintained with the Baseline Documentation Report at the office of the Orange County Department of Environment, Agriculture, Parks and Recreation.

The aforementioned stream buffers shall be maintained in their natural condition and restricted from any development that would impair or interfere with the Conservation Values of the Property.

5. *Right to Privacy*

Grantors retain the right to privacy and the right to exclude any member of the public from trespassing on the Property. This Conservation Easement does not create any rights of the public in, on or to the Property.

6. *Right to Use the Property for Customary Rural Enterprises*

Grantors retain the right to use the portion of the Property within the “Farmstead Area” (which contains three acres) as identified on Exhibit A, and more particularly described in the Baseline Documentation Report, for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmill, firewood distribution, bed and breakfast, farm stand, or educational programs so long as such activities are a) consistent with Orange County zoning regulations and permits required by and issued by Orange County under its laws and ordinances as they exist now and as they may be amended from time to time, and b) are conducted in buildings otherwise permitted under this Conservation Easement in a manner that is consistent with the conservation purposes of this Conservation Easement, and c) are subordinate to the agricultural and residential use of the Property. Conducting customary rural enterprises on any other part of the Property is not permitted without the advance written permission of the Grantee in each instance. Grantee shall not give such permission unless the Grantee determines that the proposed use will not diminish or impair the Conservation Values of the Property.

7. *Procedure to Construct Buildings and Other Improvements*

The Grantors' rights to construct or reconstruct buildings and other improvements are described in subparagraphs (a) through (f) below. Any construction or reconstruction not permitted below is prohibited. Before undertaking any construction or reconstruction that requires advance permission, the Grantors shall notify the Grantee and obtain written permission. All construction or reconstruction is subject to Orange County zoning regulations and must be consistent with permits required by and issued by Orange County under its laws and ordinances as they exist now and as they may be amended from time to time for such construction activities.

(a) *Fences* – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife or to fence off the perimeter of the Property or the perimeter of the Riparian Corridor without any further permission of the Grantee.

(b) *Structures & Improvements* – There are several structures existing on the Property as of the date of this Agricultural Conservation Easement, as shown on Exhibit A. Existing structures, including agricultural structures and existing improvements, may be repaired, reasonably enlarged, and replaced at their current locations within the "Farmstead Area," as shown Exhibit A, without further permission from the Grantee. New buildings, including barns, sheds and other structures and improvements to be used primarily for agricultural purposes (including the processing or sale of farm products predominantly grown or raised on the Property) may be built on the Property without any further permission of the Grantee provided they are located in the "Farmstead Area," as shown on Exhibit A.

Any new buildings, structures or improvements proposed for locations outside the "Farmstead Area" shall be for agricultural purposes only and may be built only with the advance written permission of the Grantee. The Grantee shall not give such permission unless they determine that the proposed building, structure or improvement would not diminish or impair the Conservation Values of the Property or otherwise be inconsistent with this Conservation Easement.

(c) *Single-Family Residential Dwellings* – Two residential dwellings exist on the Property—one within the "Farmstead Area" and one within the "Existing Residential Envelope," which are both identified on Exhibit A. All appurtenant structures and facilities such as garages, sheds, and septic systems for these existing residential dwellings shall be contained within the "Farmstead Area" or the "Existing Residential Envelope." One (1), but not more than one, additional single-family residential dwelling, together with reasonable appurtenant structures, such as garages, sheds, and septic systems may be built on the Property within a two-acre "Residential Envelope" located within the area identified as "Potential Future Home Site Area" on Exhibit A and outside of the stream buffers described in Paragraph 4 of this conservation easement. At the time construction of such dwelling and such appurtenant structures is to commence, Grantee shall be notified of the location of the designated "Residential Envelope" so that its records can be updated. Nothing about Orange County's participation in or the signing of

this Deed of Easement constitutes zoning or subdivision approval or the permitting of these residential dwellings and their appurtenant structures.

(d) *Recreational Improvements* – Grantors expressly reserve the right to engage in low impact, non-developed recreational activities requiring no surface alteration of the land and posing no threat to the Conservation Values set herein such as hunting, fishing, hiking and camping, and to control access of all persons for these purposes; provided that these activities do not impact the protection and conservation of any animal habitat or other Conservation Values of the Property. However, under no circumstances shall golf courses, golf ranges, airstrips or helicopter pads be constructed, placed or permitted to remain on the Property. Nothing about Orange County’s participation in or the signing of this Deed of Easement constitutes zoning or the permitting of these recreational improvements and their appurtenant structures.

(e) *Utility Services and Septic Systems* – Installation, maintenance, repair, replacement, removal and relocation of electric, gas, and water facilities, septic systems, sewer lines and/or other public or private utilities, including for solar energy generation and including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Property permitted herein, and the right to grant easements over and under the Property for such purposes, is permitted. Grantors shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Maintenance, repair or improvement of a septic system(s) or other underground sanitary system that exists on the Property at the time of this Conservation Easement, or the construction of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein and if necessary to serve the existing (or replacement) residential or commercial uses located immediately adjacent to the Property on the property identified as Orange County PIN 9849-68-9257, is permitted. All other utilities are prohibited on the Property. Cellular communication towers or structures are prohibited on the Property.

8. *Subdivision*

The Property currently consists of three separate parcels of land identified as Tract 1 and Tract 2 and Tract 3 on the recorded Plat for this Conservation Easement. Hereafter, the Property may be recombined and/or subdivided, provided that at no time shall the Property consist of more than three (3) separate tracts of land. The further subdivision of the Property, the recording of a subdivision plan, partition, or any other division of the Property into more than three tracts is prohibited. In any event, all terms, restrictions, and conditions of this Conservation Easement shall apply to all recombined and/or subdivided parts of the Property including but not limited to the requirements of agricultural viability of the Property, the restrictions on future development, the necessity of a Conservation Plan, and the prohibition on activities that are described in this Conservation Easement. It is understood that notice of this Conservation Easement will be included in any instrument recorded that recombines, subdivides, partitions or otherwise divides the Property.

9. *Conservation Practices*

All agricultural operations on the Property shall be conducted in a manner consistent with the requirements of this Conservation Easement and a Conservation Plan prepared in consultation with NRCS and approved by the Orange County Soil and Water Conservation District. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Conservation Easement. The Grantors may, however, develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. Copies of the Conservation Plan shall be kept on file in the office of the Orange Soil and Water Conservation District and shall be provided to the Grantors and Grantee. The Conservation Plan may be updated from time to time by mutual agreement of the NRCS and the Grantors. NRCS and the Grantee shall have the right to enter upon the Property, with advance notice to the Grantors, in order to monitor compliance with the Conservation Plan.

In the event of noncompliance with the Conservation Plan, the Grantee shall work with the Grantors to explore methods of compliance. Grantors shall be given a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the Conservation Plan, NRCS will inform the Grantee of the Grantors' non-compliance. Following receipt of written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) NRCS has worked with the Grantors to correct such noncompliance, and (c) Grantors have exhausted their appeal rights under applicable NRCS regulations, the Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan. Notwithstanding the foregoing, in the event that the Grantee reasonably believe that there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan despite efforts to work with the Grantors to correct such non-compliance, Grantee may proceed to take all reasonable steps to secure compliance.

10. *Forest Management*

Everywhere on the Property, trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, to remove non-native species, for pasture restoration, for firewood and other non-commercial uses, including construction of permitted improvements and fences on the Property, so long as done in accordance with the Conservation Plan referenced in Paragraph 9 (Conservation Practices) of this Conservation Easement and in accordance with a Forest Management Plan that is prepared by a professional licensed forester, and that is approved by Grantee, which approval shall not be unreasonably withheld.

Any other cutting, removal or harvesting of trees, including any commercial harvesting of trees, may be undertaken only if it occurs outside of the stream buffer described in Paragraph 4 (Right to Farm) of this Conservation Easement and it is in accordance with the Conservation Plan and Forest Management Plan referred to in this Paragraph 10 (Forest Management).

Trees may be planted, harvested and removed within the areas identified and marked as "Farmstead Area" and "Existing Residential Envelope" on Exhibit A and in the two-acre future "Residential Envelope" once its location has been designated, all without the advance written permission of the Grantee.

11. Mining

There shall be no filling, excavation, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, peat, minerals or other materials; and no change in the topography of the land in any manner except as necessary for the purpose of normal and customary farming operations in accordance with the Conservation Plan or combating erosion or flooding in accordance with the Conservation Plan and as reasonably necessary for any maintenance, construction or reconstruction on the Property permitted herein. Disturbed areas for the purpose of removing soil, gravel, rock, peat, minerals or other materials necessary for permitted customary agricultural uses on the Property will be limited to one acre in total surface area and will be restored as soon as practicable after the disturbance. Under no circumstances is the drilling for or exploration for hydrocarbons permitted in, under, on or to the Property.

12. Road Construction

Construction and maintenance of farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement are permitted. No roads constructed on the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious material, without the advance written permission of the Grantee. For purposes of this Conservation Easement gravel roads shall not be considered impervious. Grantee shall not give such permission unless the Grantee determines that the proposed paving, or covering of the soil, or the location of any such road, will not diminish or impair the Conservation Values of the Property.

13. Dumping and Trash

Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or above ground storage tanks or other materials is prohibited. Provided, however, that the storage of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment used on the Property is allowable, so long as such storage is done outside the stream buffers as described in Paragraph 4 and identified on Exhibit A, and in accordance with all applicable government laws and regulations and in such a manner so as to not impair the Conservation Values of the Property.

14. *Water Rights*

Grantors shall retain and reserve the right, consistent with federal, State and local laws and regulations, to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantors shall not transfer, encumber, lease, sell or otherwise separate such water rights from title to the Property itself.

15. *Natural Resource Restoration and Enhancement Activities*

Notwithstanding any terms contained within this Conservation Easement, Grantors may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Property, that are consistent with the Conservation Values of this Conservation Easement and subject to the written approval of the Grantee and the Natural Resources Conservation Service.

16. *Signs*

No new signs shall be permitted on the Property except interpretive signs describing activities and Conservation Values of the Property, signs identifying the owner of the Property and the holder of the Conservation Easement, and signs giving directions or proscribing rules and regulations for the use of the Property. All signs permitted on the Property shall conform to applicable Orange County zoning, subdivision and building code regulations.

17. *Ongoing Responsibilities of Grantors and Grantee*

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantors as owners of the Property. Among other things, this shall apply to:

(a) *Taxes* – The Grantors shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee are ever required to pay any taxes or assessments on its interest in the Property, the Grantors will reimburse the Grantee for the same.

(b) *Upkeep and Maintenance* – The Grantors retain all responsibilities and shall bear all costs and liability of any kind related to the ownership, operation, and upkeep and maintenance of the Property, including maintenance of all fencing and other structures and facilities necessary to comply with the terms and conditions of this Conservation Easement and the maintenance of adequate comprehensive general liability insurance coverage. Grantee shall have no obligation for the upkeep or maintenance of the Property. Grantors will remain responsible for upkeep, maintenance, and repairs to any impoundments located on the Property.

(c) *Liability and Indemnification* – Grantors agree to indemnify and hold the Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees, arising from (i) any personal injury, accidents, negligence or damage relating to

the Property, or any claim thereof; (ii) any violation of any federal, state or local environmental or land use law or regulation or the use of or presence of hazardous substances, waste or other regulated materials in, on or under the Property; and (iii) Grantee exercise of its rights of entry pursuant to this Conservation Easement; provided, however that if such costs, claims or liability are due in whole or in part to the negligence of the Grantee or its agents, contractors or employees, liability shall be apportioned accordingly.

In addition, Grantors agree to maintain liability insurance covering the Property with minimum coverage as follows: (i) \$300,000 per person for personal injury or death, \$300,000 per occurrence, and (ii) \$300,000 per occurrence for property damage; and warrant that the Grantee are and will remain a named insured on Grantors' property insurance policies covering the Property. Grantors shall provide Grantee with a certificate of insurance coverage on the effective date of this Conservation Easement and within 10 days of each insurance renewal date.

Grantors shall indemnify and hold harmless the Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantors' negligent acts or omissions or Grantors' breach of any representation, warranty, covenant, agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

18. Enforcement

With reasonable advance notice to the Grantors or with the Grantors' prior verbal consent, Grantee shall have the right to enter the Property for the purpose of inspecting for compliance with the terms of this Conservation Easement. Grantee shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee shall give the Grantors written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. Grantee may obtain an injunction to stop a violation or a threatened violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring Grantors to restore the Property to its condition prior to the violation, as restoration of the property may be the only appropriate remedy. In any case where a court finds that a violation has occurred, Grantors shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time for that violation or any subsequent violations. In any case where the court finds that there was a

complete absence of a justiciable issue of either law or fact raised by the losing party, the court may award a reasonable attorney's fee to the prevailing party as provided by applicable law.

19. *Transfer of Conservation Easement*

Either of the Grantee shall have the right to transfer, assign, convey, or otherwise to co-hold the Conservation Easement created by this Deed to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under Section 170(h) of the U.S. Internal Revenue Code, as amended and under NCGS 121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Deed. If Grantee ever ceases to exist or no longer qualify under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

20. *Transfer of Property*

The Grantors agree to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which they transfer or divest themselves of any interests, including leasehold interests, in all or a portion of the Property. Grantors shall notify the Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein. Failure of Grantors to incorporate by reference the terms of this Conservation Easement in an instrument of transfer or conveyance or to notify the Grantee of a transfer or conveyance shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

21. *Amendment of Conservation Easement*

This Conservation Easement may be amended only with the written consent of the Grantee and Grantors. Any such amendment shall be consistent with the Statement of Purposes of this Conservation Easement and with the Grantee Conservation Easement amendment policies, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded.

22. *Procedure in the Event of Termination of Conservation Easement*

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill the conservation purposes of this Conservation Easement, a court with jurisdiction may, at the joint request of both the Grantors and Grantee, terminate or modify the Conservation Easement created by this Deed in accordance with applicable law. If the Conservation Easement is terminated and the Property is sold, then as required by Section 1.170A-14(g)(6) of the IRS regulations, the Grantee shall be entitled a percentage of gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to Grantors), equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the

Property, as these values are determined on the date of this Conservation Easement), subject to any applicable law which expressly provides for a different disposition of the proceeds.

All termination related expenses, including reasonable attorney fees, incurred by the Grantors and the Grantee shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein.

23. *Procedure in the Event of Condemnation or Eminent Domain*

Grantors and Grantee recognize that the partial sale of this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property prior to the restrictions imposed by the Conservation Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Property, by any authorized public authority, said authority shall be liable to the Grantee for the value of the property right vested in the Grantee at the time of the signing of this Conservation Easement.

If condemnation or a taking by eminent domain of a part of the Property or the entire Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement on all or part of the Property, this Conservation Easement may be terminated or modified accordingly through condemnation proceedings. Grantors and Grantee agree that the Conservation Easement is a currently vested real property right with a value equal to the proportionate value the Conservation Easement to the unencumbered value of the fee, as of the date of this grant. If the Conservation Easement is terminated or modified and any or all of the Property is sold or taken for public use, then, as required by Section 1.170A-14(g)(6) of the IRS regulations, Grantee shall be entitled to the percentage of gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to Grantors), equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement, subject to any applicable law which expressly requires for a different disposition of the proceeds.

If, however, after the condemnation or eminent domain proceedings, a court of jurisdiction does not include in the just compensation awarded as a result of the taking, the amount of the Conservation Easement value, then the Grantors shall not be responsible to share any proceeds awarded.

All condemnation-related expenses, including reasonable attorney fees, incurred by the Grantors and Grantee shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein.

24. *Interpretation*

This Conservation Easement shall be interpreted under the laws of the State of North Carolina and the laws of the United States, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

25. *Perpetual Duration; Severability*

The Conservation Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantors or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

26. *Merger*

The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property.

27. *Notices*

Any notices required by this Deed shall be in writing and shall be personally delivered or sent by first class mail to the Grantors and Grantee respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

To the Grantors:

Vann Bennett and Bernadette Pelissier
4516 Mystic Lane
Hillsborough, NC 27278

To the Grantee:

Orange County Dept. of Environment,
Agriculture, Parks and Recreation
PO Box 8181
Hillsborough, NC 27278

28. *Grantors' Title Warranty*

The Grantors warrant that they hold fee simple title to the Property, free from all encumbrances and exceptions to title, except for those exceptions deemed by the Grantee as acceptable and set further in Exhibit B to this Conservation Easement, and hereby promises to defend the same against all claims that may be made against it.

29. *Subsequent Liens on the Property*

No provisions of this Conservation Easement should be construed as impairing the ability of Grantors to use the Property as collateral for subsequent borrowing. Any such liens shall be and remain subordinate to this Conservation Easement.

30. *Subsequent Easements/Restrictions on the Property*

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise diminish or impair the Conservation Values of the Property is prohibited. Any such easements or restrictions shall be subordinated to this Conservation Easement.

31. *Grantors' Environmental Warranty*

Grantors warrant that Grantors are in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantors further warrant that Grantors have no actual knowledge of a release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantors hereby promise to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorney fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Property. Grantors' indemnification obligation shall not be affected by any authorizations provided by the Grantee to Grantors with respect to the Property or any restoration activities carried out by the Grantee at the Property; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed by the Grantee to the Property after the date of this Deed of Conservation Easement.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

32. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, and understandings or agreements relating to the said easement.

33. *Recording Clause*

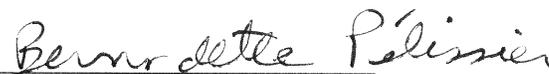
Grantee shall record this instrument and any amendment hereto in timely fashion with the Office of the Register of Deeds of Orange County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTORS:


Vann Bennett


Bernadette Pelissier

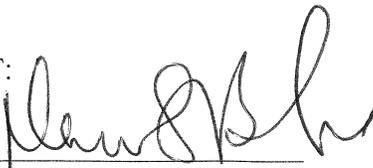
Accepted:

GRANTEE:

ORANGE COUNTY, NORTH CAROLINA

By: 
Mark Dorosin, Chair
Orange County Board of Commissioners

ATTEST:

By: 
Donna S. Baker, Clerk to the
Board of Commissioners

Acknowledgments

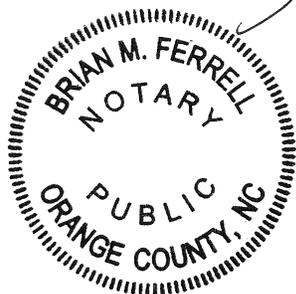
NORTH CAROLINA
COUNTY OF ORANGE

I, Brian M. Ferrell, a Notary Public for said County and State do hereby certify that Vann Bennett and Bernadette Pelissier personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 15th day of December, 2016.

Brian M. Ferrell
Notary Public

My commission expires:
10-5-2018



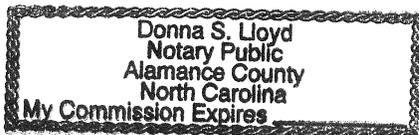
NORTH CAROLINA
COUNTY OF ORANGE

I, Donna S. Lloyd, a Notary Public of Orange County, North Carolina do hereby certify that Donna S. Baker personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of Orange County, North Carolina the foregoing instrument was signed in its name by the Chair of the Orange County Board of Commissioners, and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this the 6th day of December, 2016.

Donna S. Lloyd
Notary Public

My commission expires:
10-10-2020



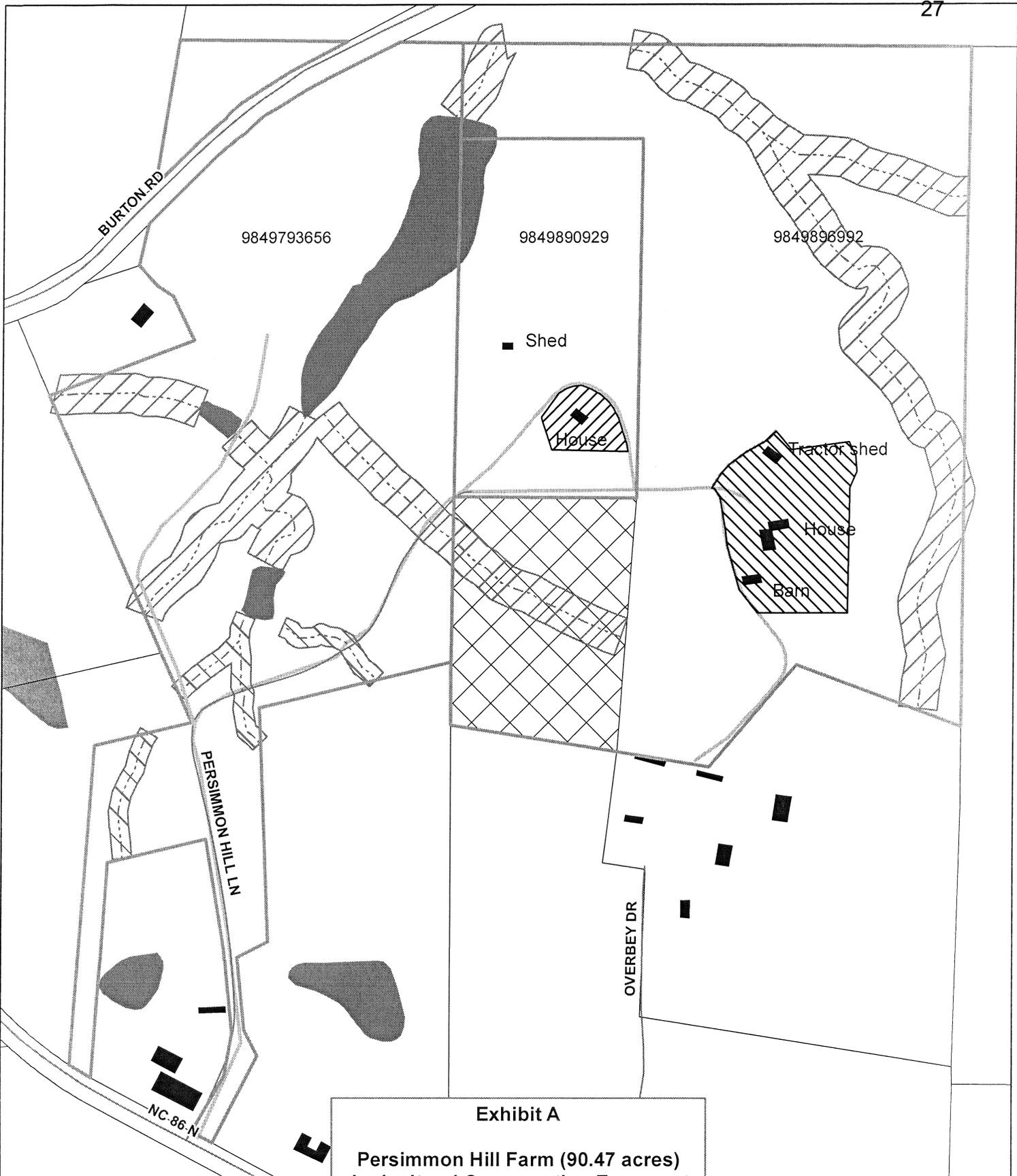
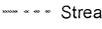
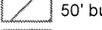
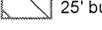
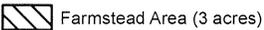
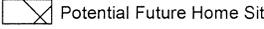
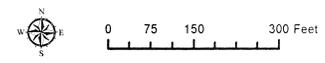


Exhibit A
Persimmon Hill Farm (90.47 acres)
Agricultural Conservation Easement

-  Bennett-Pelissier property
-  Parcel boundary
-  Streams
-  50' buffer streams
-  25' buffer streams
-  Farmstead Area (3 acres)
-  Existing Residential Envelope (0.6 acre)
-  Potential Future Home Site Area (6.4 acres)
-  Farm Road



DEAPR
 Map prepared by Land Records GIS Div.
 12/12/2016 OC 220K <O:\gishome\gisprojects\land_resource\AgCon_Bennett-Pelissier.mxd



EXHIBIT B**As to all Tracts:**

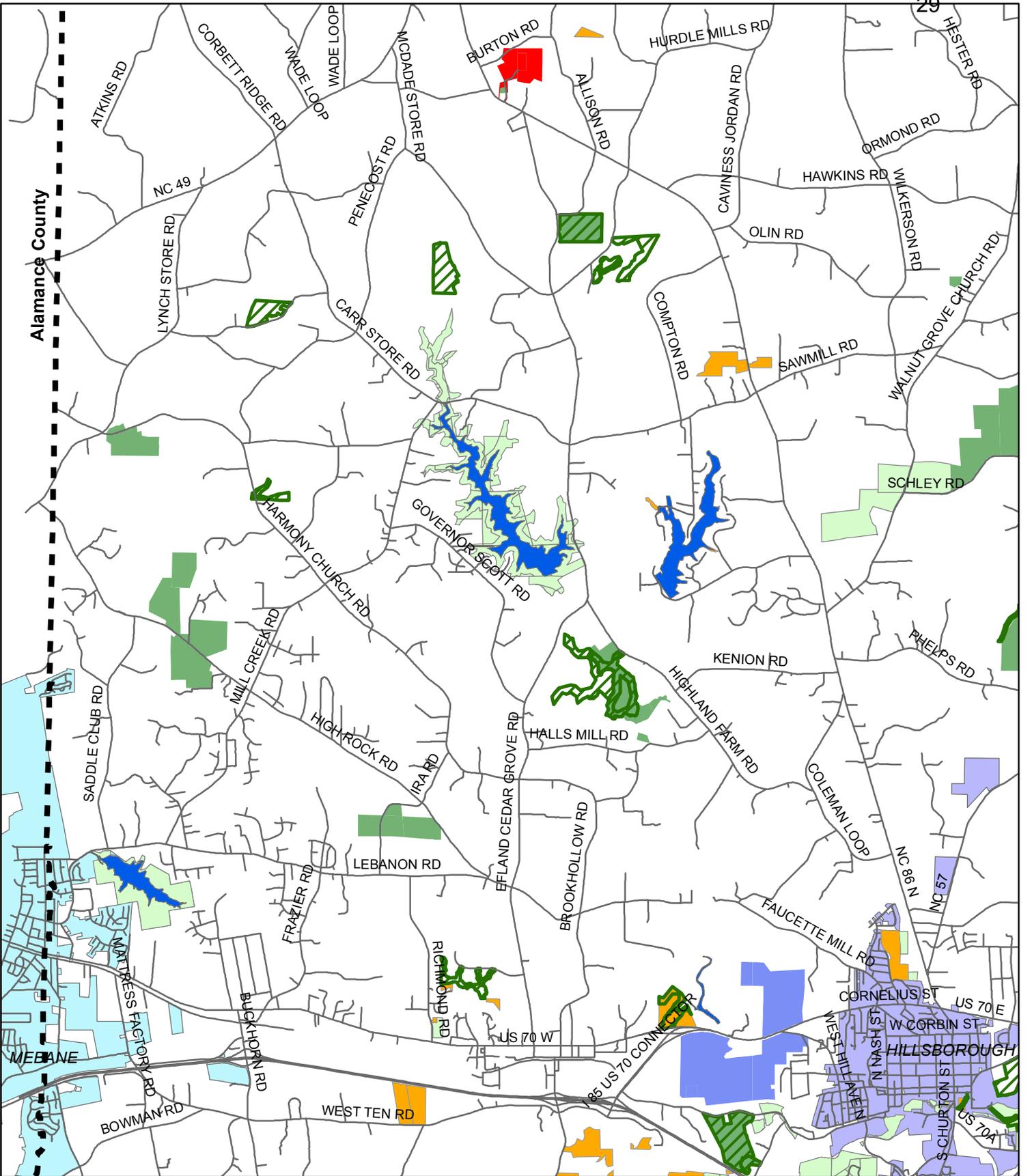
1. Taxes are paid through 2015 with those for 2016 now due and payable.
2. Matters as shown on the maps as recorded in Plat Book 115, Page 137; Plat Book 101, Page 87;; Plat Book 97, Page 47; Plat Book 73, Page 56; Plat Book 60, Page 161; Plat Book 54, Page 26 and Plat Book 33, Page 190, Orange County Registry.
3. Tracts 1 and 2 are landlocked with access only available from Tract 3.
4. Subject to matters shown on the recorded Plat Book 97 at Page 47 (Tracts 1 and 2) and Plat Book 60 at Page 161 (Tract 3) including R/W Burton Road (SR 1502) and NC 86 Hwy; riparian rights of those downstream from branches shown on plat; 10 ft gravel drive traverses both tracts; pond shown on Tract A; overhead powerline shown on Tract 3 located on the land.
5. North Carolina Conservation Agreement for Orange County Voluntary Agricultural District Program as recorded in Book 5838, Page 498, Orange County Registry.

As to Tracts 1 and 2 only:

1. Utility easement to Duke Power recorded in Book 407, Page 620, Orange County Registry.
2. General Power of Attorney in Book 3399 at Page 512 from Joseph Samuel Polinger to Leah Polinger.

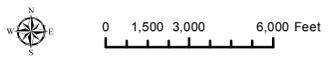
As to Tract 3 only:

1. Utility easement to Duke Power recorded in Book 968, Page 421, Orange County Registry.
2. Right of other thereto entitled in and to the continued uninterrupted flow of branches located on the land.
3. Piedmont Electric Membership Corporation Right-of-Way Agreement as recorded in Book 6101, Page 424, Orange County Registry
4. Water Rights Grant as recorded in Book 830, Page 152, Orange County Registry.



**Location Map
Persimmon Hill Farm (90.47 acres)
Agricultural Conservation Easement**

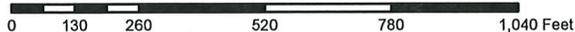
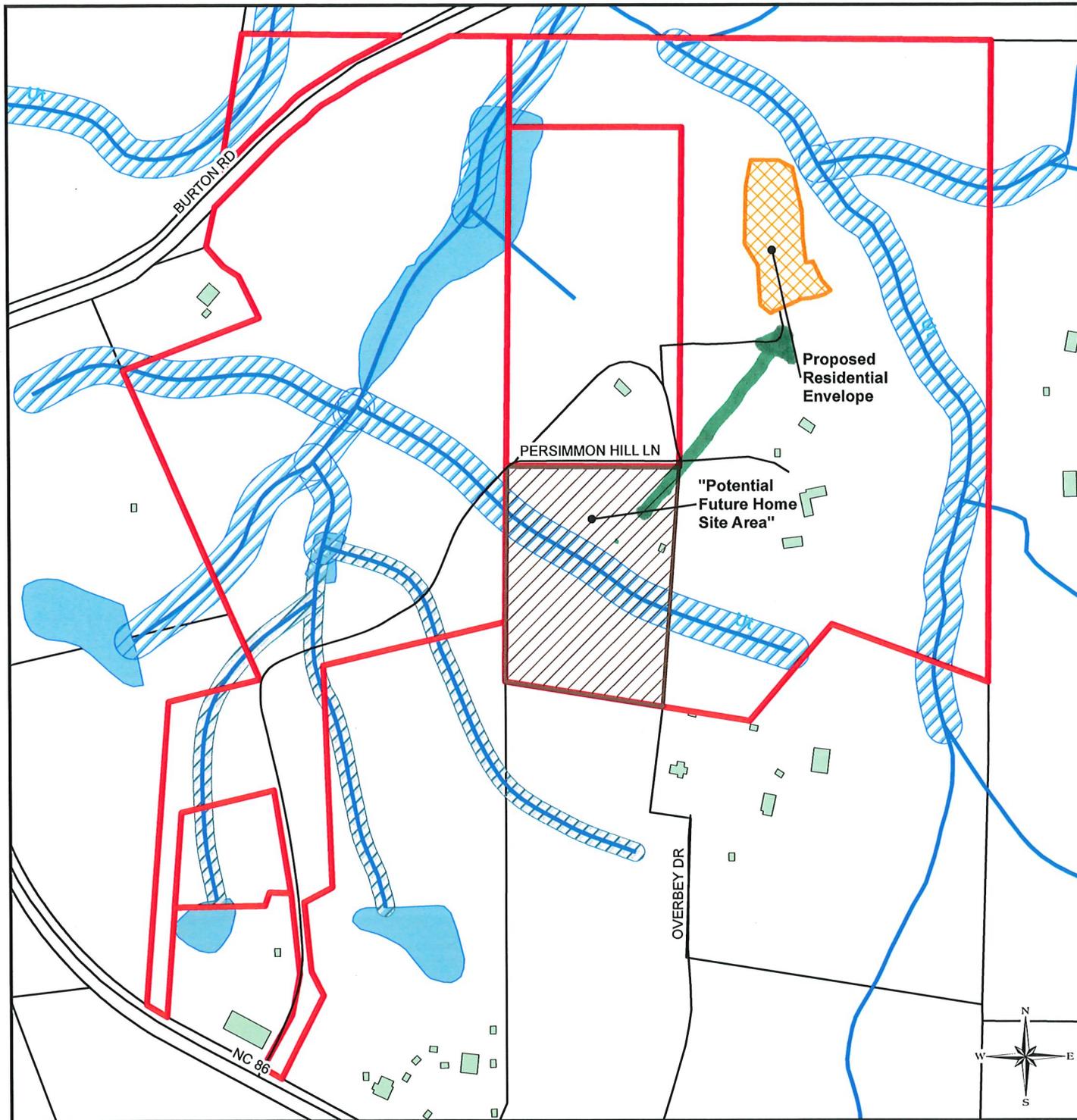
- | | | | |
|--|---|---|-------------------------------------|
|  | Bennett-Pelissier property |  | Orange County parkland & open space |
|  | Conservation easement held by Orange County |  | Non-county parkland & open space |
|  | Conservation easement held by others |  | Duke & UNC Lands |



DEAPR
Map prepared by Land Records GIS Div.
11/17/2016 OC 220K <O:\gishome\gisprojects\land_resource\AgCon_Bennett-Pelissier.mxd



Persimmon Hill Farm- Easement Amendment Context Map



Tract Information:

Landowner: Bennett/Pelissier
Lat: 36' 10.26"
Long: 79' 10.60"
Date: 10/25/2022
Image: 2021 Aerial Photo
Created By: Christian Hirni
Acres: 90.47

Existing Res. Env.- 0.6 ac
Farmstead Area- 3 ac
Prop. Residential Env.- 2 ac

ORANGE COUNTY



Department of Environment,
 Agriculture, Parks & Recreation

Legend

- Roads
- "Potential Future Home Site"
- Proposed Residential Envelope
- County Held Easement
- Streams
- 50 Ft Stream Buffer
- 25 Ft Stream Buffer
- Building Footprints
- Tax Parcels

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Resolution Re-Naming the Whitted Meeting Room to the Donna S. Baker Meeting Room

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Resolution

INFORMATION CONTACT:

Chair Renee Price, 919-245-2130

Laura Jensen, Clerk to the Board, 919-245-2130

PURPOSE: To adopt a resolution re-naming the Whitted Meeting Room after Donna S. Baker, former Clerk to the Orange County Board of Commissioners.

BACKGROUND: On July 31, 2020, former Clerk to the Board of Commissioners Donna Baker passed away unexpectedly at her home in Orange County. Ms. Baker served as Clerk to the Board for 18 years since her appointment in June 2002.

Ms. Baker graduated from high school in Georgetown, SC and subsequently from Clemson University with Honors in 1978. Ms. Baker built a lifelong career of community service from her early work with parents and children at The Ronald McDonald House of Chapel Hill, to positions with Georgetown, SC County Government, and her last position as Clerk to the Orange County Board of County Commissioners.

The Board of County Commissioners voted on September 15, 2020 to direct staff to prepare a resolution re-naming the Whitted Meeting Room to the Donna S. Baker Meeting Room. Should the re-naming resolution be approved, a special presentation marking the naming will be held at the December 13, 2022 BOCC Business Meeting.

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

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 approve and authorize the Chair to sign the attached resolution re-naming the Whitted Meeting Room the Donna S. Baker Meeting Room.

ORANGE COUNTY BOARD OF COMMISSIONERS**RESOLUTION RE-NAMING THE WHITTED MEETING ROOM TO THE
DONNA S. BAKER MEETING ROOM**

WHEREAS, Donna S. Baker, former Clerk to the Orange County Board of Commissioners, passed away unexpectedly at her home in Orange County on July 31, 2020; and

WHEREAS, Donna S. Baker was appointed Clerk to the Board in June 2002 and served as Clerk for over 18 years; and

WHEREAS, after graduating from Clemson University with Honors in 1978, Donna S. Baker built a lifelong career of community service from her early work with parents and children in need at The Ronald McDonald House of Chapel Hill, to positions with Georgetown, SC County Government, and to Clerk to the Orange County Board of Commissioners; and

WHEREAS, Donna S. Baker served the residents of Orange County and a total of 18 different members of the Board of Commissioners as a dependable, smart, dedicated, steadfast, and calming spirit; and

WHEREAS, former County Commissioner Moses Carey commented, "She was so good to all of us. She treated County residents with special warmth when they came to her for help. She was a real friend and dedicated public servant, especially to the Board of Orange County Commissioners;" and

WHEREAS, former County Commissioner and North Carolina State Senator Valerie Foushee shared, "I knew Donna for 40 years, and she remained the same person for that entire period of time: bright, respectful and caring. She was the most trusted, respected county employee during my time as a commissioner, and I suspect to the end. She made every commissioner feel like he/she was her favorite. That's a gift;" and

WHEREAS, Donna S. Baker will be remembered for her spirit, her energy, and her service to Orange County and beyond;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners does hereby re-name the Whitted Meeting Room to the Donna S. Baker Meeting Room.

This the 15th day of November, 2022.

Renee A. Price, Chair
Orange County Board of Commissioners

**EO RANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: End Point Protection – Managed Detection Response CrowdStrike Contract

DEPARTMENT: Information Technologies

ATTACHMENT(S):

1. CDW-G – CrowdStrike Contract
2. CrowdStrike Terms and Conditions
3. CDWG – CrowdStrike Quote

INFORMATION CONTACT:

David Mathias, IT Operations Manager/
Security Officer, 919.245.2272
Jim Northrup, Chief Information Officer,
919.245.2276

PURPOSE: To approve and authorize the Manager to sign a contract with CDW and CrowdStrike in the amount of \$112,965 to monitor 1,500 devices, e.g., computers and servers, replacing the currently deployed Carbon Black endpoint protection with CrowdStrike end point protection and additionally adding a vendor initiated managed detection system.

BACKGROUND: Orange County Information Technologies (IT) uses Carbon Black, a next generation antivirus system on all compatible computing devices. The current system has been managed successfully by IT staff since 2019. One of the shortcomings of this system is, unless IT staff is continually monitoring email 24 hours a day/7 days a week, a detection may go unnoticed for hours, e.g., an event or infection occurs on a Sunday at 11:59 PM. This increases the risk of a single machine infecting other machines until staff monitoring of email resumes on Monday.

The proposed CrowdStrike system not only replaces Carbon Black, but it also includes an additional component of 24x7 monitoring and response, e.g., an infection or other infringement is remediated up to and including network quarantine. Through this contract the vendor guarantees a 1 to 2 hour response time, dependent on event severity, per the Service Level Agreement. Real world response times are considerably less and available upon request.

The purchase would be made through CDW, a reseller of CrowdStrike products. The contract documents were originated by the vendor which are in line with industry standards while meeting policy requirements and legal sufficiency with the County Attorney's Office. These industry standards place an emphasis on the intellectual property despite the additional benefit of human involvement.

FINANCIAL IMPACT: The CrowdStrike contract for \$112,965 includes first-year maintenance costs.

SOCIAL JUSTICE IMPACT: There are no specific Orange County Social Justice Goals applicable to this item. However, this software is essential to the smooth running of government and like many Information Technologies infrastructure items, it is a foundational element to ensure all Board Goals and Priorities are accomplished.

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 contract with CDW and CrowdStrike in the amount of \$112,965 and authorize the Manager to execute all necessary documents as well as any future amendments.

[Departmental Use Only]
 TITLE Crowdstrike
 FY 23

NORTH CAROLINA

SERVICES AGREEMENT NO RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this 16th day of November, 2022, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and CDWG, (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Agreement is for services to be rendered by Provider to County with respect to (*insert type of project*): the procurement of Crowdstrike from CDWG.
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
 - i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of 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.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it 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.
- vi) In determining the Basic Services to be provided, should any documents be referenced in this Agreement, the terms of this Agreement shall have priority in any conflict between the terms of referenced documents and the terms of this Agreement.
- vii) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

- a. Basic Services. The Services to be rendered pursuant to this Agreement are as follows (fully describe services to be provided): The sale of CrowdStrike Falcon Complete, Falcon X, and Falcon Device Control services to Orange County.

4. Duration of Services

- a. Term. The term of this Agreement shall be from November 16th 2022 to November 16th, 2023.
- b. Scheduling of Services.
 - i) The Provider shall schedule and perform its activities in a timely manner.
 - ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
 - iii) The Commencement Date for the Provider's Basic Services shall be November 16th, 2022.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services shall not exceed One Hundred Twelve Thousand, Nine Hundred Sixty-Five Dollars (\$112,965.00). Payment for satisfactorily performed Basic Services shall become due and payable within thirty (30) days of Provider properly invoicing County. Payment shall be subject to provisions of Section 5(b).
- b. Disputes. In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Should Provider fail to perform its duties under the terms of this Agreement, County may, without fault or penalty, withhold any payment associated with the work to be performed until such time as said work is completed.
- c. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated (Jim Northrup) 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.

7. Insurance

- a. General Requirements. Provider 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 N/A (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. 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, claims or expense, including attorney's fees, arising out of or related to the Project 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 Provider 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 Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days' prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall

remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.

c. Compensation After Termination.

i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.

d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue work on the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.

b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

c. Non-Discrimination. 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 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 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.

- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- e. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation. 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.

In the event that public funds are unavailable or 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 or 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.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative 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.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:Jim Northrup
P.O. Box 8181
Hillsborough, NC 27278

Provider’s Name

[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:

PROVIDER:

By: _____

By: _____

Printed Name and Title

CROWDSTRIKE TERMS AND CONDITIONS

These CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing hereunder (collectively, “**CrowdStrike**”) with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and Orange County, North Carolina, a political subdivision of the State of North Carolina (“**Customer**”), with a place of business at 300 West Tryon Street, P.O. Box 8181, Hillsborough, North Carolina 27278 are entered into as of the date signed by the last party (the “**Effective Date**”).

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. Definitions.

“**Affiliate**” means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

“**Agreement**” means these CrowdStrike Terms and Conditions together with each Order.

“**API**” means an application program (or programming) interface.

“**CrowdStrike Competitor**” means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike’s products or services.

“**CrowdStrike Data**” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

“**CrowdStrike Tool**” means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike’s products.

“**Customer**” means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer’s use of an Offering.

“**Customer Contractor**” means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer’s Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike’s Confidential Information.

“**Customer Contractor Services**” means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

“**Disputed Amounts**” means amounts disputed by Customer in a notice and in good faith as billing errors.

“**Documentation**” means CrowdStrike’s end-user technical documentation included in the applicable Offering.

“**Endpoint**” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“**Error**” means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

“Internal Use” means access or use solely for Customer’s and subject to the Section entitled Affiliates, Orders and Payment; Affiliates and the Section entitled Access and Use Rights, its Affiliates’, own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer’s and its Affiliates’ employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on Customer’s behalf and for Customer’s benefit.

“Offerings” means, collectively, any Products, Product-Related Services, or Professional Services.

“Order” means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike’s applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

“Product” means any of CrowdStrike’s cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API’s, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

“Professional Services” means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

“Services” means, collectively, any Product-Related Services and any Professional Services.

“Statement of Work” or **“SOW”** means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

“Subcontractor” means any person or entity that has been retained by CrowdStrike to perform all or a portion of an engagement for Professional Services directly and uniquely to Customer. The term “Subcontractor” does not include third parties engaged by CrowdStrike in its day-to-day operations including, but not limited to, web hosting, Internet, communications and collocation providers, subprocessors, or third parties engaged to provide provisioning, development, and maintenance of CrowdStrike Products and Services.

“Subscription/Order Term” means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

“Updates” means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer’s use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer’s Affiliates’ acts and omissions unless Customer’s Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order

that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts (other than Disputed Amounts) stated on each Order within 30 days after receipt of the applicable invoice. For any Disputed Amounts, Customer will provide written notice to CrowdStrike that includes the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the notice to resolve the dispute; if the parties fail to resolve the dispute within such 30-day period, CrowdStrike may, at its option, suspend Customer's access to, or use of, the Offerings or terminate this Agreement for uncured material breach (without being required to provide an additional 30 days' written notice and opportunity to cure as set forth in Section 13 (Suspension and Termination)). Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

2.4 Maximum Amount Payable. Any Order issued under or Statement of Work entered into with CrowdStrike under these CrowdStrike Terms and Conditions may set forth a maximum amount payable under such Order or Statement of Work. There is no amount payable to CrowdStrike by Customer under these CrowdStrike Terms and Conditions without such an Order or Statement of Work.

2.5 Non-Appropriation. CrowdStrike acknowledges that Customer is a government entity, and the validity of any Order placed by Customer under this Agreement is based upon the availability of public funding under the authority of Customer's statutory mandate. In the event that public funds are unavailable or not appropriated for the performance of Customer's obligations under any Order placed by Customer under this Agreement, then such Order shall automatically expire without penalty to Customer immediately upon written notice to CrowdStrike of the unavailability or non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement or any Order. In the event of a change in the Customer's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Customer's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Customer upon written notice to CrowdStrike of such limitation or change in Customer's legal authority; provided, that in such event, Customer will be entitled only to a refund of pre-paid, unused fees paid by Customer to CrowdStrike corresponding to the unused period of any outstanding Subscription/Order Term, if applicable.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) Products with Software Components. If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features

requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

5.3 Professional Services Subcontractors. If CrowdStrike requires the services of Subcontractors to perform any obligations under a Professional Services SOW, CrowdStrike shall inform Customer and CrowdStrike will not, without Customer's prior consent, use any Subcontractors to perform any of the Professional Services under a SOW. Customer shall be entitled, in its sole discretion, to reject any proposed Subcontractor that Customer reasonably considers is not qualified to perform Professional Services under a SOW. CrowdStrike shall be solely responsible if the acts or omissions of its Subcontractors cause CrowdStrike to breach any of its obligations under a SOW. CrowdStrike will impose appropriate contractual obligations upon any Subcontractors utilized under a SOW.

6. **Data Security and Privacy**. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (Exceptions), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain

subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (Confidentiality) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

7.6 Publicity. CrowdStrike will refrain from using Customer's name, acronym or emblem, including, without limitation, in presentations, marketing materials, publicly available customer lists, financial reports, and website listings (including links to Customer's website) for the purpose of advertising or publicizing Customer's use of CrowdStrike's Offerings without Customer's express written consent. Except as permitted in this Section or under applicable law, neither party will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Offerings without the consent of the other party.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Mutual Warranties. Each party represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, and (c) its performance hereunder does not breach any other agreement to which it is bound.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (A) LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), (B) CUSTOMER'S PAYMENT OBLIGATIONS, (C) DAMAGES FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF

LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws as well as the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy current as of the Effective Date of this Agreement 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 Customer may terminate this Agreement for material breach in accordance with Section 13. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. With respect to the Orange County Living Wage Policy, CrowdStrike's obligation under such policy is limited to providing a living wage to its employees. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (*Restrictions*); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Customer may terminate this Agreement and/or any Order for convenience upon 30 days' written notice to CrowdStrike; provided, however, that any outstanding Orders not terminated by Customer will continue to be performed as if the Agreement were still in effect and termination of one Order will not affect other outstanding Orders and provided, further, that Customer (a) shall not be entitled to any refund of prepaid fees, (b) shall pay all fees for any Offerings ordered prior to the effective date of termination, (c) shall pay all fees and expenses that have accrued prior to the effective date of termination, (d) shall be deemed to have forfeited the remaining amounts of any retainers, (e) shall be required to pay any agreed upon minimum spend set forth in the applicable SOW (e.g., an agreement that CrowdStrike will charge Customer no fewer than X hours of professional services). Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 *Confidentiality; Destruction*). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike *Limited Warranty Agreement for Falcon Complete* (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in North Carolina, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the

parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.5 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.6 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. Customer may terminate this Agreement without penalty in the event of a force majeure event lasting greater than 90 consecutive days that substantially prevents performance by CrowdStrike. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.7 Notices. All legal notices will be given in writing to the addresses in the first introductory paragraph of this Agreement and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

14.8 Insurance. During the term of this Agreement, CrowdStrike shall maintain at its own expense full insurance coverage in the coverages listed below.

- (a) Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000 USD) per occurrence and two million dollars (\$2,000,000 USD) general aggregate.
- (b) Umbrella liability insurance in an amount not less than five million dollars (\$5,000,000 USD) per occurrence and five million dollars (\$5,000,000 USD) in aggregate.
- (c) Worker's compensation insurance in accordance with the laws of the state exercising jurisdiction over the employee with respect to Workers Compensation Insurance with statutory limits in applicable states where work is to be performed.
- (d) Professional liability (errors & omissions) in an amount not less than one million dollars (\$1,000,000 USD) per occurrence and two million dollars (\$2,000,000 USD) in aggregate.

14.9 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

[Remainder of Page Intentionally Left Blank]

CROWDSTRIKE, INC.

ORANGE COUNTY, NORTH CAROLINA:
a political subdivision of the State of North Carolina

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Data Security and Privacy Schedule

1. Definitions

- a. **“CrowdStrike Systems”** means those computer systems hosting the ‘Falcon EPP Platform’.
- b. **“Customer Data”** means the data generated by the Customer’s Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer’s Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.
- c. **“Execution Profile/Metric Data”** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.
- d. **“Personal Data”** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
- e. **“Privacy and Security Laws”** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
- f. **“Security Breach”** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.
- g. **“Threat Actor Data”** means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. Falcon Platform

The ‘Falcon EPP Platform’ uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer’s endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike’s products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer’s Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer’s Confidential Information or Customer Data.

3. Processing Personal Data

- a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer’s written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

- b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. Compliance with Privacy and Information Security Requirements

- a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at <http://www.crowdstrike.com/privacy-notice/>. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here <https://www.crowdstrike.com/data-protection-agreement/> shall apply to CrowdStrike's processing of such Customer Personal Data.
- b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
- c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in the terms of this Agreement. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. Security Breach Response

In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

- a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
- b. Conduct an investigation of the circumstances of the Security Breach.
- c. Use commercially reasonable efforts to remediate the Security Breach.
- d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

- 6. Security Assessment and Provision of Audited Security Controls**. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "Security Documentation"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

7. **Customer Obligations.** Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.
8. **Notices.** The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:
- a. **CrowdStrike:** Drew Bagley, VP & Counsel, Privacy & Cyber Policy (drew.bagley@crowdstrike.com with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).
 - b. **Customer:** the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	<ul style="list-style-type: none"> a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	<ul style="list-style-type: none"> a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	<ul style="list-style-type: none"> a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	<ul style="list-style-type: none"> a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	<ul style="list-style-type: none"> a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	<ul style="list-style-type: none"> a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	<ul style="list-style-type: none"> a. Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	<ul style="list-style-type: none"> a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	<ul style="list-style-type: none"> a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests

10. Communications Security	<ul style="list-style-type: none"> a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	<ul style="list-style-type: none"> a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	<ul style="list-style-type: none"> a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	<ul style="list-style-type: none"> a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to



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QUOTE CONFIRMATION

DAVID MATHIAS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MZHH209	9/15/2022	CROWDSTRIKE 2.	0574677	\$112,965.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Falcon Complete with Threat Graph Standard - subscription license (1 year) Mfg. Part#: CS.FCSD.SOLN.T5.12M Electronic distribution - NO MEDIA Contract: NC eProcurement System	1500	6043781	\$65.82	\$98,730.00
Falcon Insight Endpoint Detection & Response - subscription license - 1 end Mfg. Part#: CS.INSIGHTB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1500	5400615	\$0.00	\$0.00
Falcon Prevent - subscription license - 1 endpoint Mfg. Part#: CS.PREVENTB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1500	5400620	\$0.00	\$0.00
Falcon Discover - subscription license - 1 endpoint Mfg. Part#: CS.DISCB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1500	5400623	\$0.00	\$0.00
Falcon Complete - subscription license - 1 license Mfg. Part#: CS.FALCOMPS.SVC Electronic distribution - NO MEDIA Contract: MARKET	1500	5400627	\$0.00	\$0.00
Falcon Overwatch - subscription license - 1 endpoint Mfg. Part#: CS.OWB.SVC Electronic distribution - NO MEDIA Contract: MARKET	1500	5400629	\$0.00	\$0.00
Falcon X - subscription license - 1 license Mfg. Part#: CS.FALCONX.SOLN.T7 UNSPSC: 43233205 Electronic distribution - NO MEDIA	1500	5212137	\$5.87	\$8,805.00

QUOTE DETAILS (CONT.)

Contract: NC eProcurement System

[CrowdStrike Threat Graph Standard - subscription license - 1 license](#) 1500 5400632 \$0.00 \$0.00

Mfg. Part#: CS.TGB.STD
Electronic distribution - NO MEDIA
Contract: MARKET

[Falcon Complete Complimentary Customer Identification - subscription licen](#) 1 6520287 \$0.00 \$0.00

Mfg. Part#: CS.FALCOMPONBC.SOLN
Electronic distribution - NO MEDIA
Contract: MARKET

[University LMS Subscription New Customer Access Pass - web-based training](#) 6 5542627 \$0.00 \$0.00

Mfg. Part#: RR.PSO.ENT.NCAP
Electronic distribution - NO MEDIA
Contract: MARKET

[Falcon Device Control - subscription license - 1 endpoint](#) 1500 5161969 \$3.62 \$5,430.00

Mfg. Part#: CS.DEVICE.SOLN.T7
UNSPSC: 43233203
Electronic distribution - NO MEDIA
Contract: NC eProcurement System

SUBTOTAL	\$112,965.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$112,965.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: COUNTY OF ORANGE IS DEPARTMENT PO BOX 8181 HILLSBOROUGH, NC 27278-8181 Phone: (919) 732-8181 Payment Terms: VISA	Shipping Address: COUNTY OF ORANGE IS DEPARTMENT 131 W MARGARET LN STE 300 HILLSBOROUGH, NC 27278-2547 Phone: (919) 245-2272 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Joe Barese | (866) 819-6497 | josebar@cdw.com

LEASE OPTIONS		
FMV TOTAL	FMV LEASE OPTION	BO LEASE OPTION
\$112,965.00	\$2,998.09/Month	\$3,471.41/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2022

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

SUBJECT: Approval of the Assistance Policy and the Procurement and Disbursement Policy for the 2022 North Carolina Housing Finance Agency (NCHFA) Urgent Repair Program (URP22)

DEPARTMENT: Housing

ATTACHMENT(S):

Attachment 1: URP22 Assistance Policy
Attachment 2: Orange County
Procurement and
Disbursement Policy

INFORMATION CONTACT:

Corey Root, Housing Director,
(919) 245-2492

PURPOSE: To authorize the County Manager to sign the updated URP22 Assistance Policy, and the Procurement and Disbursement Policy (no revisions from previous approved Policy).

BACKGROUND: The North Carolina Housing Finance Agency (NCHFA) requires recipients of Urgent Repair Program (URP) funds to adopt an Assistance Policy and Procurement and Disbursement Policy that describes how eligible applicants are selected for the program, and how the bid solicitation and payment processes for the rehabilitation work are conducted.

The Housing Department proposes the attached updated URP22 Assistance Policy in alignment with the County's adopted Procurement and Disbursement Policy for rehabilitation and repair programs. A copy of both policies is attached.

FINANCIAL IMPACT: There is no financial impact associated 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.

The creation and preservation of affordable housing options help to meet a basic need and advances economic self-sufficiency.

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

Affordable housing options allow individuals to reduce risks associated with being un-housed.

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

RECOMMENDATION(S): The Manager recommends that the Board authorize the Manager to sign the updated URP22 Assistance Policy, and the Procurement and Disbursement Policy (no revisions from previous approved Policy), thereby adopting the policies.



Orange County Assistance Policy Urgent Repair Program 2022

What is the Urgent Repair Program?

Orange County has been awarded \$132,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2022 cycle of the Urgent Repair Program (“URP22”). This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of 14 households will be assisted under URP22.

This Assistance Policy describes who is eligible to apply for assistance under URP22, how applications for assistance will be rated and ranked, what the form of assistance is, and how the repair/modification process will be managed. Orange County has designed this URP22 project to be fair, open, and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund and Agency Funds. Additional funds for construction costs are provided by Orange County in the amount of \$40,000.

EMERGENCY and HEALTH Notifications: Homeowners participating in URP must agree to follow all local, state, and federal guidelines for emergency preparedness surrounding the COVID-19 pandemic and any other emergency declared that includes their property address for the duration of construction on the property.

Who is eligible to apply?

To be eligible for assistance under URP22 applicants must:

- Reside within the county limits of Orange County and own and occupy the home in need of repair
- Have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- Have a special need (i.e. be \geq 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with \geq 5 household members or a household with a child below the age of six with lead hazards in the home).
- Have urgent repair needs that cannot be met through other state- or federally-funded housing assistance programs

URP22 Income Limits* for Orange County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$20,100	\$33,450
2	\$22,950	\$38,200
3	\$25,800	\$43,000
4	\$28,650	\$47,750
5	\$30,950	\$51,600



6	\$33,250	\$55,400
7	\$35,550	\$59,250
8	\$37,850	\$63,050

**Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.*

Outreach efforts of the Urgent Repair Program

Orange County will advertise or publish an article about the Urgent Repair Program in local English-speaking and Spanish-speaking newspapers serving the County (such as *The Daily Tarheel*, *The News of Orange* and *La Noticia*), at senior centers throughout the County, with the County's partner agencies, and on the County's website.

Selection of applicants

The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for Orange County URP22

Special Needs (for definitions, see below)	Points
Disabled, Elderly or Veteran Head of Household (<i>62 or older</i>)	4
Disabled, Elderly, or Veteran Household Member (<i>not Head of Household</i>)	3
Single-Parent Household (<i>with one or more children in the home</i>)	3
Large Family (<i>5 or more permanent residents</i>)	2
Emergency (<i>may submit without regard to application deadlines</i>)	2
Child under six years of age with lead hazards in the home	2
Income (See Income Table above)	Points
Less than 30% of County Median Income	10
30% to 50% of County Median Income	5

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP22.

Recipients of assistance under the URP22 will be chosen by the above criteria without regard to race,



color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP22 are:

- *Elderly*: An individual aged 62 or older.
- *Emergency*: A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and evaluated on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family*: A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household*: The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household*: A household in which one and only one adult resides with one or more dependent children.
- *Veteran*: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- *Child with lead hazards in the home*: a child below the age of six living in the applicant house which contains lead hazards.

Client referral and support services

Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in Orange County and provide pamphlets and a list of the agencies with contact information. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.

What is the form of assistance under URP22?

The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan?

The amount of the loan will depend on the scope of work necessary to address the identified imminent



threats to life and/or safety, and that will be determined by the County's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum lifetime limit according to the guidelines of URP22 is \$12,000.

What kinds of work will be done?

Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP22 must meet or exceed NC Residential Building Code.

Who will do the work on the homes?

The County is obligated under URP22 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the County will invite bids only from contractors who are part of the County's Contractor Registry. Please request a copy of the County's Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the County's Contractor Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion?

Now that you have the information about how to qualify for Orange County URP22, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an Application form:** Homeowners who wish to apply for assistance may apply by completing an application form, available at <http://orangecountync.gov/2211/Home-Repair-Programs> or by contacting Jack Watson at (919) 558-9394 or jwatson@tcog.org. Applications will be accepted on a rolling basis beginning November 21, 2022 until all funds are committed. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.
2. **Preliminary inspection:** The County's Rehabilitation Specialist will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
3. **Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The first round of households to be assisted will be selected by November 30, 2023. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the fourteen (14) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. If fewer than fourteen (14) applications are received by November 30, or if funds remain to assist



more than fourteen (14) units, applications will continue to be accepted on a rolling basis until all funds are committed. Applicants not receiving notification by November 30, 2022 that they were chosen may contact Jack Watson at (919) 558-9394 to confirm the disposition of the application.

4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
5. **Work write-up:** The County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.
7. **Contractor selection:** To the maximum extent practical, a minimum of three (3) eligible contractors on the Contractor Registry should be invited to bid on each job and the lowest, most responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means the following: the contractor is deemed able to complete the work in a timely fashion; the bid is within 15% in either direction of the County's cost estimate; the contractor has not been suspended or debarred; and there is no real or perceived conflict of interest. Because of the increasing difficulty of soliciting eligible bids for URP projects, the County can solicit a bid from an eligible contractor on the Contractor Registry based on their rotating placement on the Registry. If the selected contractor submits a responsive and responsible bid then it will be accepted and after successful completion of the project that contractor's name will rotate to the end of the Registry. If the contractor does not submit a responsive and responsible bid or chooses not to submit a bid, then the next contractor on the Registry will be eligible to submit a bid on the project. In addition, in emergency situations, telephone or email bids or quotes will be accepted and documentation of such bids or quotes will be maintained in the applicable file.
8. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of \$12,000 will be included in the loan document.
9. **Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County will



issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date within 24 hours of the pre-construction meeting.

10. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP22. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
11. **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of Orange County. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner.
12. **Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy. The contractor will also be responsible for handing over all owner's manuals and warranties on equipment, and reviewing with the homeowner all operating and maintenance requirements for new equipment installed.
13. **Post-construction Meeting:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner, again. At this meeting, the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.
14. **Closeout:** Once each item outlined in section 12 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting November 21, 2022.
- First round of households selected from applications on November 30, 2022.
- All rehabilitation work must be under contract by October 12, 2023.
- All rehabilitation work must be completed by December 31, 2023.



How do I request an application?

- Contact Jack Watson
(919) 558-9394
jwatson@tjocog.org
- OR download an application online: <http://orangecountync.gov/2211/Home-Repair-Programs>
- OR pick up an application at the Orange County Housing Department office at 300 W. Tryon Street, Hillsborough, NC 27278.

Is there a procedure for dealing with complaints, disputes and appeals?

Although the application process and repair/modification guidelines are meant to be as fair as possible, Orange County realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Jack Watson within five (5) days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.

A written appeal must be made within ten (10) business days of the initial decision on an application.

Orange County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.

The Rehabilitation Specialist will inspect the work in question. If it is found that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.

If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the Orange County Housing Director.

Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.

If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.



Will the personal information provided remain confidential?

Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest?

No officer, employee or other public official of the County, or member of the County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP22 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board of Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the County Commissioners and written permission from NCHFA.

What about favoritism?

All activities under URP22, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Who can I contact about URP22?

Any questions regarding any part of this application or program should be addressed to:

Jack Watson
(919) 558-9394
jwatson@tjog.org

David Saconn
(919) 612-1527
dsaconn@orangecountync.gov

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____ day of _____ 2022.

County Manager

Notary Public



Orange County Procurement and Disbursement Policy Urgent Repair and Housing Rehabilitation Programs

Procurement Policy

To the maximum extent practical, Orange County (the "County") promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency ("NCHFA") Urgent Repair Program ("URP"), NCHFA Essential Single-Family Rehabilitation Loan Pool ("ESFRLP") and the County's local urgent repair and housing rehabilitation programs. Bids are invited from contractors on the County's Contractor Registry. Any current contractor listed with and approved by the County and in good standing (i.e., no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Contractor Registry.

To be listed on the Contractor Registry, a contractor must complete an application, submit proof of insurance and have their recent work inspected and approved by the Rehabilitation Specialist. All contractors' insurance renewals must be submitted to the County on an annual basis. In order to bid on a pre-1978 property, the contractor's firm must be Renovate, Repair and Paint ("RR&P") certified and have their RR&P certificate on file with the County.

To the maximum extent practical, a minimum of three (3) eligible contractors on the Contractor Registry should be invited to bid on each job and the lowest, most responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means the following: the contractor is deemed able to complete the work in a timely fashion; the bid is within 15% in either direction of the County's cost estimate; the contractor has not been suspended or debarred; and there is no real or perceived conflict of interest. Because of the increasing difficulty of soliciting eligible bids for URP projects, the County can solicit a bid from an eligible contractor on the Contractor Registry based on their rotating placement on the Registry. If the selected contractor submits a responsive and responsible bid then it will be accepted and after successful completion of the project that contractor's name will rotate to the end of the Registry. If the contractor does not submit a responsive and responsible bid or chooses not to submit a bid, then the next contractor on the Registry will be eligible to submit a bid on the project. In addition, in emergency situations, telephone or email bids or quotes will be accepted and documentation of such bids or quotes will be maintained in the applicable file.

Although bid packages may be bundled for multiple job sites, these bids shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site. No contractor shall have more than three (3) open jobs at any one time. A job shall be considered "open" once a contract is signed.

Bid packages shall consist of an invitation to bid, work write-up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. For urgent repair activities, contractors will be given no less than seven (7) days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. For minor and comprehensive housing rehabilitation activities, contractors will be given no less than ten (10) days in which to inspect the property and prepare bid proposals.



Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Any discrepancies must be reconciled prior to a contract being awarded.

The County reserves the right to reject any or all bids at any time during the procurement process.

In the event of an emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking quotes and bids by telephone, email, fax and the like. Should such methods ever become necessary the transaction, including the nature of the emergency, will be fully documented and placed in the project file. In the event telephone bids are used, the County will call the next eligible contractor on the Approved Contractor Registry who has indicated a desire to be on the Emergency Call List. The County will track who has been called and been responsive and will rotate through the Emergency Call List before beginning the rotation again.

All sealed bids will be opened publicly at a date, time, and venue specified in the bid invitation. All bidders are invited and welcome to attend. Within 72 hours of the bid opening, after the review of bid breakdowns and construction schedules, the winning bidder(s) will be selected. All bidders and the homeowner will be notified in writing of the selection of the winning bid, the amount of the winning bid, and the specific reasons for the selection if the lowest bidder was not selected.

The contractor is responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the project site during the entire period of construction. If applicable, the contractor will obtain a permit for lead and/or asbestos hazard-related activities. The Rehabilitation Specialist will closely monitor the construction to make sure that the work is being done according to the work write-up (which is made part of the contract by reference) and in a timely fashion. Local code enforcement officials will, if required, inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. The homeowner will be responsible for working with the contractor to clear their personal property from the work areas as needed, as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction.

Any change to the original scope of work must be in writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must detail any changes to the original contract price.

No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. A pre-construction conference and a walk through of the project site must also be held prior to the commencement of the project. At this time, the homeowner, contractor, and Rehabilitation Specialist will discuss the details of the work to be completed. Project start and end dates will be finalized, along with any special arrangements such as weekend or evening work hours and the disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, the County will issue a "proceed order" formally instructing the contractor to commence work by the agreed upon date.

Orange County is an equal opportunity employer, implements non-discriminatory practices in its procurement and disbursement and will make special outreach efforts to include Minority/Women Business Enterprise (M/WBE) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, national origin, disability, religion, age,



sex/gender, sexual orientation, gender identity and expression, marital status or veteran status.

Disbursement Policy

All repair work must be inspected by the Rehabilitation Specialist, the local Building or Minimum Housing Code Inspector, when applicable, and the homeowner prior to any payments to contractors. If all construction work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original cost-per-item invoice from the contractor. The contractor should allow up to fourteen (14) business days for processing of the invoice for payment.

The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 90% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three (3) days, determine the percentage of job completion and calculate a payment based on 90% of the total work completed. For projects that have a contract amount of less than \$5,000, the second payment will be the final payment for 100% of the total work completed.

Following the completion of the construction, the contractor and the Rehabilitation Specialist will meet with the homeowner in a post-construction conference. At this time, the contractor will provide to the homeowner the owner's manuals and warranties on equipment and materials and be available to answer any questions.

When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work as part of the project closeout. If any of the work is deemed unsatisfactory, it must be corrected prior to the authorization of final payment. If the contractor fails to correct the work to the satisfaction of the Rehabilitation Specialist, payment may be withheld until such time as the work is deemed satisfactory. If a dispute occurs, contractors may follow the procedure dealing with complaints, disputes, and appeals in the applicable program's Assistance Policy. Contractors must abide by the final decision as stated in the policy. The homeowner, Rehabilitation Specialist, and Housing and Community Development Manager must sign off on the work. After the receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be processed. All material and workmanship will be guaranteed by the contractor for a period of one (1) year from the date of completion of the work.

Orange County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

All contractors, subcontractors and suppliers must sign a lien waiver prior to the disbursement of funds.



This Procurement and Disbursement Policy is adopted this ____ day of _____ 20__.

County Manager

Notary Public

Contractor's Statement:

I have read and understand the attached Procurement and Disbursement Policy.

SIGNED: _____

COMPANY NAME: _____

WITNESS: _____



FINANCE *and* ADMINISTRATIVE SERVICES

Gary Donaldson, CTP, Chief Financial Officer | gdonaldson@orangecountync.gov | PO Box 8181, Hillsborough, NC 27278 | 919.245.2453

To: Board of County Commissioners
 From: Gary Donaldson, Chief Financial Officer
 Date: November 15, 2022
 Re: Financial Report- First Quarter FY 2022-23

Please find attached a summary of FY 2022-23 first quarter financial report for the General Fund, Enterprise Funds, and Special Revenue Funds. It is important to note that key General Fund revenues, Property tax and Sales tax will not have any material collections activity through the first quarter. Property taxes are due September 1, but collections does not achieve 90% and higher until late fees and penalties begin to accrue on January 5 of each year. Sales taxes lag by three-months from the North Carolina Department of Revenue (NCDOR).

Though we have not received any sales tax during the first quarter, the NCDOR reports indicate that the July 2022 collections was 10% higher when compared to July 2021. Sales tax and the other noted Key County Economic indicators below provide useful year-to-date (YTD) first quarter comparisons in view of recent economists’ sentiments on the state of the U.S. economy.

Table 1: Key County Economy Indicators

Key County Economic Indicators	FY 2022-23	FY 2021-22	Comments
	First Quarter	First Quarter	
Sales Tax % Change	10%	15%	Includes all Articles 39, 40, 42, 43 and 46.
Property Tax Billings versus Collections	16.1%	15.7%	Includes real, personal and motor vehicle.
Excise Stamp Recordings	736	929	Volume of real estate transfers (mortgages and refinancings).
Permits Issued			
County Permits	2754	2419	This includes building, electrical and HVAC permits.
Hillsborough Permits	720	523	This includes building, electrical and HVAC permits.
Unemployment Rate	2.6%	2.8%	County rate is the lowest in North Carolina.

During periods of economic contraction and expansion, some of these metrics tend to be sensitive with economic performance particularly sales tax, permits and excise stamps (real estate transfers). The FY 2022-23 first quarter metrics indicate a resilient County economic base consistent with the recent U.S. Gross Domestic Product increase of 2.6%. However, the County's excise stamps (real estate transfers) has decreased due to a higher interest rate environment, which has slowed home sales and refinancing.

The American Rescue Plan Act (ARPA) funds has been an integral contributor to the County's economy. Table 2 below indicates the County's ARPA allocations and project life expenditures from inception through September 30, 2022.

The County submitted its most recent quarterly expenditure report to the U.S. Treasury Department on October 31, 2022 showing expenditures of \$8.8 million from March 1, 2021 through September 30, 2022.

As indicated below, Housing and Human Services has been the predominant ARPA expenditure to date comprising 82% of life-to-date expenditures through September 30, 2022. The focus by the Board and Manager on these basic human rights has added to further stability in the County's economy.

Table 2: American Rescue Plan Act Expenditures to Date

Spending Plan Categories	Life to Date September 30, 2022	
	Total Obligated	Expenses
Aging	\$ 119,229	\$ -
Criminal Justice Resources	\$ 49,751	\$ 38,414
Social Services	\$ 706,550	\$ 185,312
Emergency Services	\$ 2,731,300	
Facilities	\$ 119,936	\$ 114,424
ARPA Administration	\$ 66,886	\$ 35,500
Housing	\$ 10,047,632	\$ 7,073,027
Human Rights and Relations	\$ 61,540	\$ 26,556
Broadband Access	\$ 10,000,000	\$ 1,000,000
Tourism, Arts, and Economic Development	\$ 486,000	\$ 415,083
Unassigned	\$ 4,450,898	
Total	\$ 28,839,722	\$ 8,888,316

The Board approved the first tranche and allocation of \$14.4 million on June 15, 2021 and the second tranche and allocation on December 14, 2021. ARPA funds must be obligated by December 31, 2024, and fully spent by December 31, 2026. The remaining unobligated amount of \$4.4 million is slated for a forthcoming budget amendment this fiscal year.

General Fund Summary

GENERAL FUND	FY 2023				FY 2022		FYs 2023 vs 2022	
	Original Budget	Revised Budget	YTD Actual*	Percentage	YTD Actual*	Percentage	YTD	% Variance*
Property Tax	\$186,165,129	\$186,165,129	\$30,728,813	16.51%	\$30,857,615	17.37%	-\$128,802	-0.86%
Sales & Use Tax	\$35,616,489	\$35,616,489	\$0	0.00%	\$0	0.00%	\$0	0.00%
Licenses and Permits	\$274,200	\$274,200	\$630	0.23%	\$1,715	0.62%	-\$1,085	-0.39%
Charges for Services	\$14,029,092	\$14,226,117	\$3,799,129	26.71%	\$3,469,142	23.82%	\$329,987	2.89%
Intergovernmental	\$18,428,977	\$19,709,211	\$1,841,772	9.34%	\$2,398,857	11.25%	-\$557,085	-1.91%
Transfers In	\$76,740	\$76,740	\$0	0.00%	\$20,833	0.38%	-\$20,833	-0.38%
Miscellaneous	\$910,064	\$1,034,971	\$219,970	21.25%	\$228,414	3.20%	-\$8,444	18.05%
Appropriated Fund Balance	\$2,608,888	\$2,608,888	\$0	0.00%	\$0	0.00%	\$0	0.00%
Total	\$258,109,579	\$259,711,745	\$36,590,314	14.09%	\$36,976,576	15.16%	-\$386,262	-1.07%
Community Services	\$14,690,753	\$15,405,671	\$3,529,269	22.91%	\$2,743,247	19.52%	\$786,022	3.39%
General Government	\$13,451,262	\$13,712,875	\$3,310,630	24.14%	\$2,814,706	27.33%	\$495,924	-3.19%
Public Safety	\$31,919,210	\$32,890,888	\$7,479,704	22.74%	\$5,716,905	19.99%	\$1,762,799	2.75%
Human Services	\$43,038,664	\$45,306,868	\$9,584,186	21.15%	\$8,036,650	19.56%	\$1,547,536	1.59%
Education	\$98,201,672	\$98,201,672	\$23,615,797	24.05%	\$22,452,704	23.93%	\$1,163,093	0.12%
Support Services	\$12,295,327	\$9,681,080	\$4,340,273	44.83%	\$4,305,848	33.43%	\$34,425	11.40%
Debt Service	\$38,077,170	\$38,077,170	\$20,513,496	53.87%	\$23,697,025	58.94%	-\$3,183,529	-5.07%
Transfers Out	\$6,435,521	\$6,435,521	\$0	0.00%	\$0	0.00%	\$0	0.00%
Total	\$258,109,579	\$259,711,745	\$72,373,355	27.87%	\$69,767,085	28.83%	\$2,606,270	-0.96%

Notes:

* - Actual amounts include Encumbrances.

+ - Based on percentage.

1 - Three-month lag from NC Department of Revenue..

2 - Includes Register of Deeds, Health Department, Planning and Inspections, Sheriff, and Emergency Services.

3 - Timing variance of grant draw downs.

General Fund revenues are 14.1% of budgeted revenues compared with the prior fiscal year at 15.1%. The slight decline in FY 2022-23 compared to the prior year are timing variances and not due to economic performance. As indicated in Table 1 above, the underlying drivers of the revenue base remains sound despite inflation and increased interest rates. The County's 16% fund balance policy provides the working capital to short-term coverage of expenditures until property taxes and sales tax are collected later in the fiscal year.

General Fund Revenues

- Property Tax collections are 16.5% of the total Property tax budget compared to 17.3% the prior fiscal year. Real and personal taxes were due September 1 but peak at the end of December tax collections due to the pending January assessment of penalties and interest.

- The FY 2022-23 Budget increased the tax rate by 1.25 cents from 81.87 cents to 83.12 cents per \$100 of assessed value. One cent is dedicated to support the current expenses for the school districts which increased by \$4.2 million. The remaining 0.25 cents increase is dedicated to debt service.
- Motor vehicles are 29.7% of the Motor Vehicle budget as compared to 31.5% in the prior fiscal year. This slight variance is attributed to a timing variance and the higher budgeted amount from the 1.25 cent tax rate increase.
- Motor vehicle taxes are payable on the vehicle renewal date and the tax is based on market value of the vehicle. The State remits this tax to the County on a monthly basis. FY 2022-23 Motor Vehicles are \$3.4 million as compared to \$3.3 million the prior fiscal year.
- Sales Tax for Articles 39, 40, 42 and Hold Harmless amounts are recorded in the General Fund. As noted previously, the three-month lag means no revenue was remitted by NCDOR during the first quarter.
- Charges for services are 26.7% of the budget as compared to 23.8% the prior fiscal year, with the favorable performance variance attributed to higher cost recovery Emergency Charges approved this year's budget. The three revenue sources to highlight are:

Emergency Medical Charges. Emergency Medical Charges collections are \$1.7 million compared to \$721,435 collected through the first quarter of last year attributed to the FY 2022-23 rate increases. County rates for transporting were significantly lower than other jurisdictions with Medicare and private insurance accounting for more than 50% of the rate base.

Excise Stamps (Real Estate Transfers). Excise Stamps have decreased by roughly 50% from \$887,801 to \$416,707 this fiscal year. Mortgage rates have more than doubled from 3% last year to 7% this year, therefore the number of refinancing transactions and real estate transfers decline results in less excise stamp revenue.

Permits. Permits have increased which provides a good indicator for segments of the construction industry. Planning and Inspection revenue remain stable at \$604,035 through the first quarter of this fiscal year compared to \$555,163 the prior fiscal year.

- Miscellaneous revenue variance of 4.9% of budgeted revenues as compared to 3.2% the prior fiscal. This category includes donations, investment earnings. FY 2022-23 total of \$219,970 compared to \$227,000 last year. The largest share represents revenue from facility lease rentals.

General Fund expenditures are 27.8% of budgeted expenditures as compared to 28.8% the prior fiscal year. All Functional Leadership teams are within the normal spend rates with no areas of concern.

General Fund Expenditures

- General Government represented 24.1% of total general government as compared to 27.3% the prior fiscal year.
- Support Services represented 44.8% of total support service as compared to 33.4% the prior fiscal year. The variance is relates to the classification of the budgeted salary attrition target compared to the prior fiscal year.
- The remaining Functional Leadership teams are consistent with historical spending rates.
- Education appropriations are 24% of its budget as compared with 23.9% the prior fiscal year. School appropriations are paid to both School systems by the 15th of each month. The remaining Education budget includes School Health and Safety Contracts, School Equity Training, Deferred Maintenance, Durham Tech Current Expense and Recurring Capital.
- Second Quarter debt service represents 53.8% of total debt service as compared to 58.9 % the prior fiscal year. This variance is due to less principal and interest coming due in the first quarter of the fiscal year as compared to the latter part of the fiscal year.

Summary of Other Funds

	OTHER FUNDS	FY 2023				FY 2022		FYs 2023 vs 2022		
		Original Budget	Revised Budget	YTD Actual*	Percentage	YTD Actual*	Percentage	YTD	% Variance*	
Revenue	29 - Annual Grants Project Fund	\$159,216	\$169,216	\$30,268	17.89%	\$9,063	5.89%	\$21,205	12.00%	6
	33 - Housing Fund	\$4,762,156	\$4,967,994	\$1,478,136	29.75%	\$1,314,288	28.40%	\$163,848	1.35%	
	35 - Emergency Telephone Fund	\$775,459	\$775,459	\$64,622	8.33%	\$126,627	16.67%	-\$62,005	-8.34%	6
	37 - Visitor's Bureau Fund	\$2,201,691	\$2,202,871	\$547,525	24.86%	\$374,006	20.64%	\$173,519	4.22%	7
	38 - Spay/Neuter Fund	\$72,350	\$72,350	\$8,355	11.55%	\$8,919	11.79%	-\$564	-0.24%	
	50 - Solid Waste Enterprise Fund	\$11,797,140	\$11,797,140	\$1,754,955	14.88%	\$1,992,462	15.88%	-\$237,507	-1.00%	
	53 - Sportsplex Fund	\$4,178,094	\$4,178,094	\$713,442	17.08%	\$797,440	21.17%	-\$83,998	-4.09%	8
70 - Employee Health & Dental Fund	\$15,395,128	\$15,395,128	\$2,599,369	16.88%	\$2,545,792	20.62%	\$53,577	-3.74%		
Expenditure	29 - Annual Grants Project Fund	\$159,216	\$169,216	\$26,326	15.56%	\$21,645	14.06%	\$4,681	1.50%	
	33 - Housing Fund	\$4,762,156	\$4,967,994	\$1,369,919	27.57%	\$1,201,367	25.96%	\$168,552	1.61%	
	35 - Emergency Telephone Fund	\$775,459	\$775,459	\$11,817	1.52%	\$127,164	16.74%	-\$115,347	-15.22%	8
	37 - Visitor's Bureau Fund	\$2,201,691	\$2,202,871	\$590,186	26.79%	\$908,372	50.09%	-\$318,186	-23.30%	9
	38 - Spay/Neuter Fund	\$72,350	\$72,350	\$243	0.34%	\$14,848	19.63%	-\$14,605	-19.29%	
	50 - Solid Waste Enterprise Fund	\$11,797,140	\$11,797,140	\$3,667,701	31.09%	\$4,212,117	35.58%	-\$544,416	-4.49%	
	53 - Sportsplex Fund	\$4,178,094	\$4,178,094	\$775,772	18.57%	\$782,561	20.78%	-\$6,789	-2.21%	
70 - Employee Health & Dental Fund	\$15,395,128	\$15,395,128	\$2,383,620	15.48%	\$2,965,265	24.02%	-\$581,645	-8.54%		

Notes:

* - Actual amounts include Encumbrances.

+ - Based on percentage.

6 - Based on timing of receipt of funds.

7 - Performance variance attributed to increased occupancy levels.

8 - Decline due to Ice Rink revenues because of temporary closure.

9 - FY 2022 had a one-time capital outlay expenses.

Sportsplex Fund

Sportsplex revenues are at \$73,442 or 17% of budget as compared to \$797,440 or 21.7% the prior fiscal year. This variance is attributed the closure of the Ice Rink during September for repairs. The Ice Rink has now been re-opened and the fund should end the fiscal year in a breakeven position. A positive note is the full recovery in Wellness and membership revenue which were impacted during the COVID closure, this is now the second largest revenue stream after Ice Rink revenues. FY 2022-23 expenditures are \$775,772 or 18.5% of budget as compared to \$782,561 or 20.7% of budget indicating a spending rate consistent with historical trends.

Visitors Bureau Fund

Visitors Bureau revenues are 24.8% of budget as compared to 20.6% the prior fiscal year due to the increased occupancy levels as the travel and tourism sectors returns to levels prior to March 2020. Visitors Bureau

expenditures are 26.7% of budget as compared to 50% the prior fiscal year. FY 2022-23 revenues are \$547,525 and expenditures are \$590,186 and now more in line with pre-COVID performance. The prior fiscal year expenditures included one-time capital outlays. The fund is now in a stable financial position and is expected to end the fiscal year in a breakeven position without any General Fund support.

Solid Waste Fund

Solid Waste revenues are 14.8% of the total revenues as compared to 15.7% the prior fiscal year. The Solid Waste program fee of \$142 is billed as a line item on the Property Tax bill and peak collections occur by the end of December. Solid waste expenditures are 31.1% of total expenditures as compared to 35.5% the prior fiscal year. This fund has exhibited financial resilience and was spared from the impacts other funds experienced at the peak of the pandemic.

The Key County Economic Indicators referenced on the first page will continue to be monitored for any material changes as the Federal Reserve continues to tackle inflation through further interest rate increases. The UNC-Charlotte Economic Forecast below is insightful as well:

https://issuu.com/belkcollege/docs/sep_2022_web_1-3.pptx

Functional Leadership Teams by Department

Community Services - Animal Services, NC Cooperative Extension, DEAPR, Economic Development, Orange Public Transportation, Planning and Inspections.

General Government - Board of Elections, Clerk to the Board, County Attorney, County Manager, Register of Deeds and Tax Administration

Public Safety – Courts, Emergency Services, Criminal Justice Resource Department, and Sheriff’s Office

Human Services – Department on Aging, Child Support, Housing, Human Rights, and Community Development, Library, Public Health and Social Services

Support Services - Asset Management Services, Community Relations, Finance, Human Resources, and Information Technology

cc: Bonnie Hammersley, County Manager
Travis Myren, Deputy County Manager
Department Directors



TO: Orange County Board of County Commissioners

FROM: Corey Root, Housing Director

RE: Longtime Homeowner Assistance Program Prioritization

DATE: November 15, 2022

BACKGROUND:

In October 2021, the Orange County Board of Commissioners authorized County staff to open the Longtime Homeowner Assistance Program (LHA) to assist households with property tax payments. LHA launched on October 8, 2021 to serve households earning no more than 80% of the area median income who had lived in their homes for at least 10 years and experienced an increase in Orange County property taxes in 2021. That year the County received 125 applications and awarded \$16,364 to 91 households in property tax assistance. A third of these awards were under \$50 and 52% of awards were under \$100. Of the 91 approved applicants, 45% were white, 44% were black, 4% were multi-racial, and 1% Asian. 60% of the approved applications were age 65 or over.

In Spring 2022, the Board approved program design changes to LHA that:

- Decreased the home ownership requirement to 5 years from 10 years; and
- Changed award amounts to cover the full County portion of the tax bill (not just the change in tax amounts from the previous year) that is in excess of 2% of participant income

2022 COMMUNITY OUTREACH & APPLICATIONS:

Starting summer of 2022, County staff have worked with staff the Marion Cheek Jackson Center for Saving and Making History and Justice United to increase outreach and information about the program, including:

- Mailing LHA program info inside the tax bills mailed to County residents in August 2022
- Including LHA program info in the County newsletter and in the *News of Orange County* information page
- Providing program flyers and applications at the Housing offices in Chapel Hill and Hillsborough; at the Jackson Center; via Justice United at faith-based organizations
- Media coverage by Chapelboro and WHCL

Mailing Address
P.O. Box 8181
Hillsborough, NC 27278

Hillsborough Office
300 W. Tryon Street
Hillsborough, NC 27278

Chapel Hill Office
2501 Homestead Road
Chapel Hill, NC 27516

- Producing two videos (one in English and one in Spanish) about the LHA program with Justice United and community leaders
- Sending email blasts with program eligibility and application info at 1 month and 2 weeks out of application deadline (December 1)

The County has received 376 applications as of October 31, 2022, all applications are due to the County by December 1, 2022.

PRIORITIZATION FORMULA:

After the application due date on December 1, 2022, staff will calculate award amounts using the following guidelines:

- All eligible homeowners will receive a minimum award amount of \$100, or up to the full amount of the County portion of their tax bill if this is less than \$100
- Award amounts will be the County portion of the tax bill less 2% of the participant's household income
- Total award amounts in 2022 for all participants will exceed the available program funding for 2022 of \$250,000
 - As of October 21, 2022, total award amounts exceed \$322,000
- Staff project that there will be about 745 eligible applications submitted in 2022
 - In 2021 there was a shorter application period of 8 weeks and 68% of the applications were submitted in the last 3 weeks that the application period was open, and 98% of applications were submitted after November 1. However the first application was not submitted in 2021 until October 25 because the program started later.
 - 376 current applications multiplied by 1.98 for 98% more applications = 745 applications
- To prioritize award amounts, staff will arrange applicants in priority order
 - FIRST: people with higher tax burden (total property tax bill divided by income)
 - SECOND: people with longer length of time in their home
 - THIRD: Participant age (highest age of any household member)
- Staff will make full awards to as many participants as possible up to \$75,000 of the \$250,000 in available funding
- Staff will determine a multiplying factor for the remaining \$175,000 of the \$250,000 in available funding and use this to reduce all other awards by the same percentage
 - Staff will subtract available funding from the maximum award amount, and divide the difference by the maximum award amount, this is the percentage difference between amounts needed and what is available
 - Staff will reduce all award amounts by the same percentage, ensuring that eligible homeowners will receive a minimum award amount of \$100, or up to the full amount of the County portion of their tax bill if this is less than \$100

NEXT STEPS:

Staff plan to give Board members an evaluation of the 2022 Longtime Homeowner Assistance program in Spring 2023 alongside recommendations for the Board to consider for a potential 2023 LHA property tax assistance program.