



RFP# 5276

Request for Proposals for Professional and Consulting Services

TO CONDUCT AN ORGANIZATIONAL AND OPERATIONAL REVIEW OF THE ASSET MANAGEMENT SERVICES DEPARTMENT AT ORANGE COUNTY, NORTH CAROLINA

Response Due Date: December 02, 2019

Purpose and Background

1. Orange County is requesting proposals to obtain consulting services with experience in the organization and operations of local government to conduct an organizational and operational review of the Asset Management Services Department, Orange County, North Carolina.
2. The purpose of this Request for Proposal (RFP) is to solicit offers from qualified consultants to assist the County with providing a thorough overview of the department's organization and operations providing recommendations on the overall management structure of the department and a detailed review of the operations of all divisions within the department and make recommendations on changes that will improve the efficiency and effectiveness of service delivery by the department.
3. When providing your proposal and business references, consideration should be given to the following: Orange County is located on the edge of the Research Triangle Park. With more than 130,000 residents; Orange County includes historic Hillsborough, the County seat; Chapel Hill, home of the University of North Carolina; and Carrboro and Mebane, former railroad and mill towns. The County has approximately 1,000 employees and a General Fund Budget for 2019 of **\$271,171,624**. Additional details about the County can be located at www.orangecountync.gov

Requirements and Proposal Contents

1. The County requires prospective consultant to submit six copies (one clearly marked "original") of your response (printed duplex on recycled paper) and one electronic copy (pdf format) to conduct the organizational and operational review as set out herein. **All proposals shall be in writing.**
2. The proposal shall include:
 - a. Cover Letter
 - b. An overview of the proposed methodology
 - c. Names of the key personnel to be assigned with resumes outlining qualifications and experience
 - d. Relevant experience of key personnel and the firm in conducting organizational and operational reviews of the nature set out herein

- e. Project schedule with relevant milestone dates identified
 - f. Project costing which shall include an upset limit (fees and disbursements) including the hourly rates for the assigned staff. *Attach cost proposal to the original in a separate sealed envelope.*
 - g. Proposals shall include a statement that Consultant meets each qualification as outlined in this request for proposal.
 - h. Five business references are required, with at least 3 of the references being comparably sized government. References must include: company or organization name, contact, address, phone number, length of time associated with your organization and a brief description of the services provided.
 - i. The contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Consultant to provide the specified services or supplies consistent with all federal, state and local law and regulations. The provider agrees that he or she will fully comply with Federal, State and County policies, procedures, standards and laws, and rules and regulations. The Consultant and any subcontractors shall secure and maintain any necessary licenses and permits as may be required to provide the services or supplies under the contract and pay all related charges. If, for any reason, the Consultant's required licenses or permits are terminated, suspended, revoked or in any manner modified from their status at the time the contract becomes effective, the Consultant shall notify Orange County immediately of such condition in writing.
3. Attach cost proposal to the original in a separate sealed envelope. Proposal must be submitted before **2:00 PM on Tuesday, December 2nd, 2019 to:**

**Jovana Amaro
Purchasing Agent
Orange County Finance & Administrative Services
405 Meadowlands Drive
PO Box 8181
Hillsborough, NC 27278**

4. **Late requests, regardless of the reason, will not be accepted.** Following the receipt of responses, proposals will be evaluated and firms may be invited to an oral interview.

Planned dates for this marketing process:

Activity	Responsibility	Date and Time
Issue RFP	Orange County	November 04, 2019
Submit Written Questions by email	Vendor	November 18, 2019
Provide Response to Questions	Orange County	November 22, 2019
Submit Proposals	Vendor	December 02, 2019 at 2:00 pm
Contract Award	Orange County	December 2019
Contract Effective Date	Orange County	January 2019

Qualifications

- 1. The Consultant must demonstrate that they have the expertise, resources, capability, and experience to provide the services requested. Such qualifications must be fully evident within the proposal.
- 2. Each Proposer shall provide a statement of qualifications as required by these specifications.

3. Proposal offers examples of proposer's experience in similar projects.
4. Proposal clearly defines organization of agency, listing management and staff and explains history and structure of company.
5. Proposal shows demonstrated capabilities (i.e. financial solvency, client base, network capabilities etc.)
6. Conditional Proposals will not be accepted.
7. Proposal demonstrates the proposer's comprehension of the required work outlined in the Purpose and Scope of Services of this request for proposal. Further, the submitted proposal offers a comprehensive plan to meet the County's insurance requirements.
8. The awarded Consultant shall, at his or her own expense, maintain in effect at all times during the performance of the work under this contract at least the insurance coverage specified in the insurance requirements as included in the attached referenced sample contract. The Consultant shall file with the Orange County Purchasing Agent evidence of insurance certifying the required coverage. Professional Liability or Errors and Omissions Insurance are required as per the attached. Proof of ability to obtain Professional Liability Insurance is required to be submitted with the proposal.

Deliverables

1. The consultant shall recommend a proposed organizational structure based on findings department wide with its divisions and present clear recommendations on changes that will improve the effectiveness and efficiency of operations.
2. The consultant shall prepare a draft final report and review project findings and proposed recommendations with the County Manager and project team prior to finalizing the report.
3. The consultant shall present a written final report summarizing the result of the organizational and operational review incorporating findings, conclusions, and recommendations.
4. The consultant shall meet with the County Manager and project team to present the final report.
5. The consultant shall provide assistance to the County Manager and Project Team in planning and communicating the project to staff and others as necessary throughout the duration of project.

Contract

The proposed contract is attached. Responses shall indicate whether the proposed contract is satisfactory and, if not, what changes would be requested. All changes are subject to review and approval of the County Attorney. After selection of the consultant, specific insurance requirements will be established.

Process and Basis for Selection

1. **Responses to this Request for Proposal should be returned no later than 2:00 PM on or before December 2th, 2019, to the Orange County Purchasing Agent, as identified earlier in this document.**
2. The award of this contract may be made to the Consultant whose solicitation best meets the needs of, and in the best interest of, Orange County.
3. All aspects of evaluation will be taken into consideration in awarding this contract. Cost/fees may be a factor in the award decision, although the award may not necessarily be made to the solicitation with the lowest price.
4. It is understood by the parties that this agreement shall be executed only to the extent of the monies available to Orange County.
5. Proposals will be examined and evaluated by a committee of Orange County employees and

representatives with the advice of the Orange County Purchasing Agent to determine whether the requirements of this RFP are met. The County reserves the right to reject any and all proposals for any reason whatsoever and to not award a consultant services contract at this time.

6. If deemed necessary by the evaluation committee, interviews may be scheduled with selected prospective Consultants. This will permit further evaluation and will allow the County to inquire further into the experience the Consultant has had on similar projects, willingness to work closely with County staff, thorough understanding of the various aspects of the project, ability to maintain a tight schedule and complete the services on time, and other pertinent matters.
7. Proposals will be evaluated based upon several criteria. Award may be made to a qualified agency that, based on the County's evaluation, submits the proposal that best meets the County's needs.

Confidentiality and Prohibited Communications during Evaluation

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined by the Orange County's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Orange County would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

Scope of Services

1. To provide a summary of the strengths and weakness of the overall structure of the Asset Management Services Department and same for each division.
2. To review the current organizational structure of the department and its division's current procedures and systems, and the resources allocated to the department, with regard to the operational requirements and objectives that have been assigned to the department.
3. To identify strengths and weaknesses of the organizational structure, operating procedures and systems, and allocated resources, to determine the most cost-effective and strategic way to structure the department and its divisions currently and to meet current and future needs, taking into account other stakeholder partnerships that exist or could be created within other County departments, the community or in the private sector.
4. To incorporate in the analysis a comparison of the overall department organizational structure including a more detailed review of the department's operating procedures and systems, and allocated resources for similar departments in other local governments comparable to Orange County, with emphasis placed on identifying those regarded as employing best practices.

5. To recommend practical, achievable and realistic revisions/adjustment to the overall department and its division's organizational structure, which may include recommendations concerning reporting relationships, position titles and job functions that would:
 - a. Clarify roles, responsibilities and authority of management staff;
 - b. Eliminate duplication and overlap of responsibilities within the department and between other County departments;
 - c. Improve the delivery time and quality of services provided by the department;
 - d. Improve communications within and between departments
6. To recommend practical, achievable and realistic alternative structures and resources through which the department (County) could improve its efficiency overall.

Project Methodology

1. The consultant shall submit a proposed methodology to achieve the project objectives set out above, which should incorporate the following elements:
 - a. Inventory all services provided by the department generally (summary form) and the divisions in particular and identify the resources applied to each of these services.
 - b. Meet with and individually interview key stakeholders, generally including:
 - i. The department's full management team;
 - ii. The County Manager;
 - iii. Senior management team;
 - iv. Front-line employees of the divisions; and
 - v. Leadership of community stakeholders, as appropriate
2. Obtain comments and observations about current operations, and to provide suggestions for improvements. Estimated number of interviews: 20-40.
3. Compile and review pertinent background information including:
 - a. Current departmental organization charts and staff count;
 - b. Position descriptions and skills/competencies required (as necessary);
 - c. Major background reports or studies that would be beneficial, including the most recent internal service delivery reviews and organizational review;
 - d. General industry service norms or standards for delivery of services under the responsibility of the Departments.
 - e. Analyze background information to identify key patterns and trends, from which a structured questionnaire would be prepared to obtain pertinent information from employees and stakeholders, to include:
 - f. Identification of strengths and weaknesses in the present organization set-up (and comparison with previous structures);
 - g. Relations with other County departments including documenting extent and nature of interaction;
 - h. Services including suggestions/comments for improving quality of services provided, cost-saving initiatives and on-time delivery;
 - i. Suggest priority items that would increase the department's efficiency and/or cost effectiveness.
4. Analyze the results of the consultant's efforts whether in the form of interviews, questionnaires or both to identify:
 - a. Significant patterns and trends in perceptions regarding the current level of services provided, organization structure, reporting relationships, and position functions;
 - b. Any duplication/overlap of effort within the county as well as within the department and its divisions; and
 - c. Provide recommendations on how to deliver services in a more efficient and cost effective manner.

5. Collect benchmarking data respecting the departments in comparable counties, identify key trends and patterns in service delivery, and identify improvements that can be applied to the departments.
6. Analyze alternative service delivery models as a possible method to address some or all identified organizational staffing issues. Identify potential cost savings as well as impacts upon service delivery, efficiency and effectiveness.

Miscellaneous

Describe any other facets of your firm’s experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Questions

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to jamaro@orangecountync.gov by the date and time specified above. Vendors should enter “RFP #5276: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date and any additional terms deemed necessary by Orange County will be posted in the form of an addendum to the Orange County Website, www.orangecountync.gov, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Orange County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

Attachments:

Current Organizational Structure:

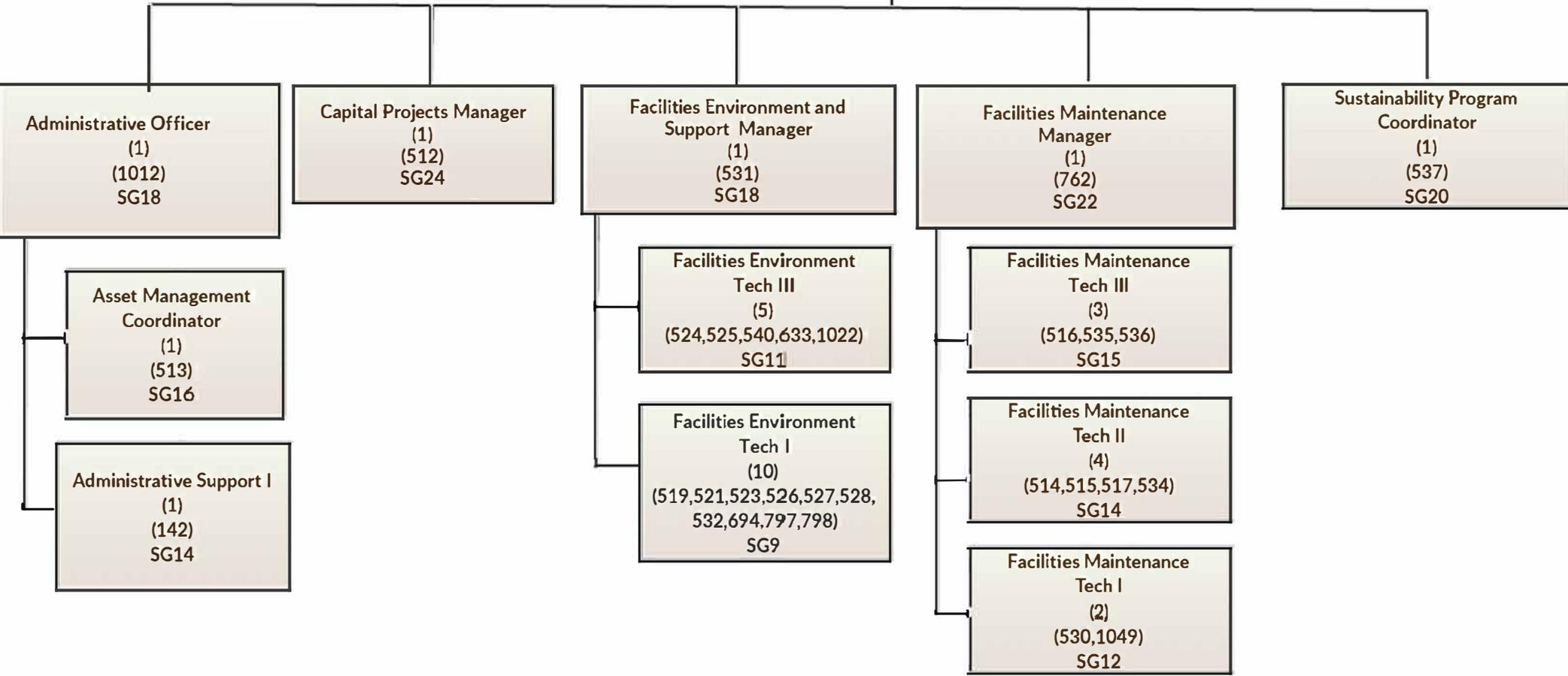
A copy of the current organizational chart for the Asset Management Services Department is attached as Schedule "A" for reference.

Orange County reserves the right to consider alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interest. Proposers shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

Asset Management Services

Asset Management Director
(1)
(1053)
SG31

Assistant Director of AMS
(1)
(548)
SG24



NORTH CAROLINA

**SERVICES AGREEMENT UNDER \$90,000.00
RFP**

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this _____ day of _____, 20____, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and _____, (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 Services Agreement ("Agreement") is for professional services to be rendered by Provider to County with respect to (*insert type of project*):
- 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/or submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, and 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 and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

3. Basic Services

a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number _____ for “_____” issued _____, 20_____, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments _____ (designate all attachments). In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert task list and milestone dates)

<u>Task</u>	<u>Milestone Date</u>
1.	
2.	
3.	

- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

- a. Term. The term of this Agreement shall be from _____ to _____.
- b. Scheduling of Services
 - i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.
 - 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 _____.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services under this Agreement. The maximum amount payable for Basic Services is _____ Dollars (\$ _____). 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. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of the whole as Project milestones as set out in Section 3(a)(ii) are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Provider may invoice for the first 10% of the whole upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the*

second Task has been satisfactorily completed Provider may invoice for the next 10% of the whole.)

- b. 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 () to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and/or the County Board of Commissioners and 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 (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. 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.
- 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.
 - 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 Services 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 the work and shall not resume the work 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, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

- c. Non-Discrimination and Living Wage. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations. 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 anti-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, together with the RFP and its attachments and the Proposal and its attachments, 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 and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent

the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County’s statutory authority, mandate and/or mandated functions, by state and/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:
 P.O. Box 8181
 Hillsborough, NC 27278

Provider’s Name & Address

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: _____
 County Manager

By: _____
 Printed name and title

ORANGE COUNTY—DEPARTMENT USE ONLY

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

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

Department Director's Signature _____ Date: _____

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

Information Technologies

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

Office of the Chief Information Officer _____ Date: _____

Risk Management

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

Office of the Risk Management Officer _____ Date: _____

Financial Services

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

Office of the Chief Financial Officer _____ Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ Date: _____

Clerk to the Board

Received for record retention:

All DocuSign contracts must be copied to Sherri Ingersoll upon completion: singersoll@orangecountync.gov

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

Office of the Clerk to the Board _____ Date: _____