



# Chatham County, NC

## Meeting Agenda - Final

### Board of Commissioners

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Monday, September 21, 2020

6:00 PM

Agricultural and Conference Center

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#### Work Session - 2:00 PM - Agriculture and Conference Center

*Residents may participate in the meeting remotely  
by registering for the GoTo Webinar at:  
<https://attendee.gotowebinar.com/register/1941764332626186252>*

#### **PUBLIC INPUT SESSION**

*The Public Input Session is held to give citizens an opportunity to speak on any item. The session is no more than thirty minutes long to allow as many as possible to speak. Speakers are limited to no more than three minutes each and may not give their time to another speaker. Speakers are required to sign up in advance. Individuals who wish to speak but cannot because of time constraints will be carried to the next meeting and given priority. We apologize for the tight time restrictions. They are necessary to ensure that we complete our business. If you have insufficient time to finish your presentation, we welcome your comments in writing.*

#### **BOARD PRIORITIES**

[20-3623](#) Receive Library Advisory Committee Annual Report

**Attachments:** [2020 ADVISORY COMMITTEE SUMMARY ANNUAL REPORT \(1\)](#)

[20-3624](#) Receive Environmental Review Advisory Committee Annual Report

**Attachments:** [ERAC Report 2019](#)

[20-3625](#) Vote on a request to approve Legislative Goals to submit to the North Carolina Association of County Commissioners.

#### **CLOSED SESSION**

[20-3627](#) Closed Session to discuss matters relating to economic development and personnel.

#### **ADJOURNMENT**

**End of Work Session**

**Regular Session - 6:00 PM - Agriculture and Conference Center**

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<https://attendee.gotowebinar.com/register/1941764332626186252>*

**INVOCATION and PLEDGE OF ALLEGIANCE****CALL TO ORDER****APPROVAL OF AGENDA and CONSENT AGENDA**

*The Board of Commissioners uses a Consent Agenda to act on non-controversial routine items quickly. The Consent Agenda is acted upon by one motion and vote of the Board. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board member or citizen. The Consent Agenda contains the following items:*

- [20-3600](#) Vote on a request to accept \$7,500 Maternal Health Innovation Funds - Telehealth.  
**Attachments:** [\\$7,500 Maternal Health Innovation Funds](#)
- [20-3630](#) Vote on a request to accept \$101,047 COVID-19- Crisis Response Epidemiology-Communicable Disease Branch Funds  
**Attachments:** [\\$101,047 COVID-19 Funds - FY20-21](#)
- [20-3604](#) Vote on a Request to Approve a Pyrotechnics Display at the Bennett Baptist Church, 68 E. Bonlee Street, Bennett, NC 27208, on October 31, 2020.  
**Attachments:** [Attachment A-N.C.G.S. Pyrotechnic Displays](#)  
[Attachment B - Pyrotechnic Display Request Bennett Baptist 2109](#)  
[Attachment D - Hale Artif. Certificate of Insurance](#)  
[Attachment C - Pyrotechnic License](#)  
[Attachment E - Hale Artif. ATF License](#)  
[Attachment F - Bennett Baptist Site Plan 2019](#)
- [20-3611](#) Vote on request to approve Memorandum of Understanding (MOU) for a Joint Water Treatment Preliminary Engineering Report (PER) between the City of Sanford and Chatham County and approve Dan LaMontagne, County Manager, to sign the MOU on behalf of the County.  
**Attachments:** [Chatham County - City of Sanford - MOU Preliminary Engineering Report - San](#)
- [20-3618](#) Vote on a request to approve the contract for Ellington Contracting to serve as the Contractor for the Government Annex - Phase II Renovations project.  
**Attachments:** [ANNEX PHASE 2 - Construction Contract-Signed by Ellington](#)

- [20-3616](#) Vote on a Request to approve competitive bid exemption for standardization and sole source for the Chatham County Utilities Department for Badger Meter, Inc.  
**Attachments:** [Abstract - attachment - Badger Meter Sole Source letter](#)  
[Abstract - Badger Meter - GS 143-129 Exceptions-SoleSource-e6](#)
- [20-3631](#) Vote on a request to approve a lease for the Board of Elections for 984 Thompson Street for two years for \$108,000 and authorize the County Manager to execute the contract.  
**Attachments:** [BOE Lease for 984 Thompson Street](#)
- [20-3612](#) Vote on a request to approve Fiscal Year 2020-2021 Budget Amendments  
**Attachments:** [Budget Amendment 2020-2021 Sept](#)
- [20-3605](#) Vote on request to adopt a resolution approving Amendment #1 to previously approved Interlocal Agreement between Chatham County and the City of Durham respecting water sales and approve Dan LaMontagne, County Manager, to sign the Interlocal Agreement amendment on behalf of the County.  
**Attachments:** [Durham-Chatham Water Sale Agreement Amendment 1 - 081420](#)  
[DurhamChathamWaterAgreement 2008](#)  
[Resolution approving amendment to interlocal agreement](#)
- [20-3613](#) Vote on a request to adopt a Resolution of Intent to set a public hearing for October 19, 2020 to permanently close a portion of 15-501 Right of Way as a result of petition.  
**Attachments:** [113929760 1 Updated Petition to Chatham County Requesting Abandonment :](#)
- [20-3620](#) Vote on a Request to Adopt a Resolution Declaring Property Surplus and Conveying Property  
**Attachments:** [Resolution Sheriff's Vehicle Surplus to CCCC](#)
- [20-3614](#) Vote on a request to approve Tax Releases and Refunds  
**Attachments:** [August 2020 Release and Refund Report](#)  
[August 2020 NCVTS Pending Refund Report](#)
- [20-3615](#) Vote on a Request to Approve Tax Department - Charging Off Tax Bills  
**Attachments:** [2020 Outstanding Tax Report](#)
- [20-3617](#) Vote on a request to approve Tax Department - Utility Bill Debt Write-off  
**Attachments:** [Write off list for 2017 and prior - FY2021](#)

- [20-3633](#) Vote on a request to approve appointments to the Agriculture Advisory Board.

### **End of Consent Agenda**

### **SPECIAL PRESENTATION**

- [20-3622](#) Vote on a request to adopt a Resolution Proclaiming September 2020 as Hispanic Heritage Month

**Attachments:** [Hispanic Heritage Month 2020](#)

- [20-3632](#) Vote on a request to adopt a Resolution recognizing The Honorable Carl R. Fox for his service to Judicial District 15B of Orange and Chatham Counties and approving the dedication of courtroom 3A in the Chatham County Justice Center to now be known as the "Carl R. Fox Superior Courtroom".

### **PUBLIC INPUT SESSION**

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### **PUBLIC HEARINGS**

- [20-3608](#) A quasi-judicial public hearing for a request by the Chatham County Emergency Operations director, Mike Reitz, for a Conditional Use Permit for a new 325 foot communications tower to be located at 5224 Silk Hope Liberty Rd., Silk Hope Fire Department, parcel 84527, being approximately two acres.

**Attachments:** [More information from the Planning department website](#)

- [20-3606](#) A Legislative public hearing for a request by Campbell Towing and Recovery, Inc, for a general use rezoning from R-1 Residential to IND-L, Light Industrial, Parcel No's. 9599 and 61012 being 2.47 acres, located at 128 Vernie Phillips Rd, Gulf Township.

**Attachments:** [More information from the Planning department website](#)



[20-3607](#)

A Legislative public hearing for a request by Arylex Properties, LLC, for a conditional district rezoning from R-1 Residential to CD-CB, Conditional District Community Business, for Appliance Sales and Service, Automotive service stations (including tune-ups, minor repairs, washing facilities, & similar services, Bait and Tackle Shop, Boat, Trailer, and other utility vehicle sales & service, Cabinet Shop, Contractor's plants, storage yards, & staging areas, General, Professional, and Medical Offices, Hardware, appliances, electrical, and other similar retail sales, Landscape Design Business, Lock and Gunsmith, Office (Business & Professional), Parcel No. 17885 being 2.04 acres, located at 12927 US 64 E, New Hope Township.

**Attachments:** [More information from the Planning department website](#)

## **BOARD PRIORITIES**

[20-3628](#)

Receive Chatham County COVID-19 Update

**Attachments:** [BOC COVID Update 9'21'2020](#)

## **CLERK'S REPORT**

## **MANAGER'S REPORT**

## **COMMISSIONERS' REPORTS**

## **ADJOURNMENT**

## ADVISORY COMMITTEE SUMMARY ANNUAL REPORT

**NOTE: Attach current list of members and identify officers.**

<b>Name of Committee:</b>	Library Advisory Committee		
<b>Date of Presentation:</b>	September 21, 2020		
<b>Time Period Covered:</b>	July 1 2019 thru June 30 2020		
<b>Name of Chairperson:</b>	Jeanne Marie Patterson		
<b># of Meetings Held During Period</b> (including any special meeting or community input)	Three: 09/18/2019, 12/04/2019, 03/03/2020		
<b>MISSION &amp; GOALS – Summarize concisely the committee’s mission (charge), key goals, objectives and measures below. You also may attach as a separate document, but limit to no more than one page single-spaced.</b>			
<p>Goal 1: Represent &amp; respond to current needs &amp; issues and identify emerging trends, challenges, opportunities and needs</p> <p style="padding-left: 20px;">Strategies</p> <ul style="list-style-type: none"> <li>• Provide feedback on proposed policies or revisions to existing policies</li> <li>• Work with the Library Director to advocate for library funding needs</li> <li>• Work with the Library Director to obtain &amp; collect data to identify current needs and emerging trends</li> </ul> <p>Goal 2: Promote usage of library services and programs by all residents</p> <p style="padding-left: 20px;">Strategies</p> <ul style="list-style-type: none"> <li>• Identify barriers to usage of the libraries and effective ways to address them <ul style="list-style-type: none"> <li>○ Focus Area: Reaching underserved members of the community</li> </ul> </li> <li>• Identify and use communication strategies to reach diverse populations <ul style="list-style-type: none"> <li>○ Focus Area: Presentations and other outreach methods to churches nonprofits agencies book clubs, etc.</li> </ul> </li> <li>• Enhance library facilities to be inviting and as viable as possible <ul style="list-style-type: none"> <li>○ Focus Area: signage, plantings; outdoor art, sitting areas, etc.</li> </ul> </li> </ul>			
<b>ACCOMPLISHMENTS &amp; ACTIVITIES – Summarize concisely below the committee’s major accomplishments and activities of the past year. This should include reports, research, projects, public input, etc. Be sure to identify how they relate to specific goals, objectives or measures. You also may attach as a separate document but limit to no more than one page single-spaced.</b>			
See attached			
<b>BARRIERS &amp; CHALLENGES – Identify any barriers or challenges that make it difficult for the committee to achieve goals or objectives. Limit to the space provided below.</b>			
While COVID has reduced our ability to meet in-person, the Library Director has done an excellent job of keeping the committee up-to-date and soliciting advice and feedback as necessary			
<b>RECOMMENDED CHANGES: Please list any recommendations to the Board of Commissioners related to the changes in the advisory committee’s membership, mission, goals, objectives or other related issues.</b>			
none			
<b>OTHER INFORMATION: Provide any other information or observations that the Board of Commissioners should know about. Provide in the space below.</b>			
2019-2020 Advisory Committee members: Jeanne Marie Patterson, Chair; Rhoda L. Berkowitz, Don Knowles, Christine Minor, Patricia Wall Poe, Julieta Pridgen, Linda Clark, County Librarian and Karen Howard, County Commission Liaison			

Despite limitations imposed by COVID, the library has continued to serve as a vital and informative link for the community. Using various forms of digital technology, Linda Clarke and her staff have strived to be creative and purposeful in continuing to provide classes, author events and numerous other services.

#### Overall

- Grant awarded to Karen Dash Consulting to complete a library community assessment in 2020-21. Initially there was concern since the grant application was submitted pre-pandemic. The consultant has reassured the staff that although more virtual methods of data gathering will occur, the content of the information will be just as relevant as in-person meetings.
- Census participation

#### Goldston

- A bilingual crafts program was created during the summer of 2019. This summer the series was continued except that it could be viewed on the library's You Tube video channel.
- Hosting two showings of the film "Resilience: The Biology of Stress and the Science of Hope" with other community agencies.

#### Wren

- Roof replacement, air conditioning repairs, ceiling tile replacement, new overhead and exterior lighting, brickwork renewal, updated signage and new task chairs.
- Kick off in October to coincide with "new look"
- Meeting room space used by area businesses to recruit employees

#### Chatham Community Library

- High attendance and diverse audiences in African American history month programs
- An events calendar that is not as robust as in pre-COVID days, but activities that have been converted to virtual environments including tutorials, book clubs, and new activities such as Open Mic opportunities.

#### COVID-related Activities

- The library was awarded a grant from the State Library to purchase PPE to maintain safety when facilities reopened.
- The libraries closed to the public mid-March and initiated non-contact curbside services for patrons to pick-up holds
- Customer service is always important to the library. Since beginning curbside services the public has expressed much appreciation for being able to read new books from the library.
- The outreach coordinator added another assisted living based book club prior to outreach services being suspended due to limited visitation at long term care facilities.
- Creation of new library card not requiring in-person visit to increase access for a greater number of patrons interested in ebooks. This proved to be very popular with 423 new registrants from March – June. Additional digital content was purchased in order to accommodate new ebook users.

- The library staff has been appreciative of the opportunity to continue working in the buildings while they have been closed to the public. They have been able to complete behind the scenes tasks such as inventorying the collection and continuing to order new books.
- Youth services staff have adapted to the situation by transitioning story times and the summer reading program to virtual formats. The timing for the public schools and library Chatham PASS collaboration was favorable since students took advantage of online resources to enhance their learning experiences. The children's librarians have engaged kids with structured activities in conjunction with literature to offset isolation created by the pandemic.

<b>Name of Committee:</b>	Environmental Review Advisory Committee	
<b>Date of Presentation:</b>	September 21, 2020	
<b>Time Period Covered:</b>	January 1, 2019 through December 31, 2019	
<b># of Meetings Held During Period</b> (including any special meeting or community input)	8	
<b>MISSION &amp; GOALS – Summarize concisely the committee’s mission (charge), key goals, objectives and measures below. You may also attach as a separate document, but limit to no more than one page single-spaced.</b>		
<p>The mission of the Environmental Review Advisory Committee (ERAC) is to:</p> <ul style="list-style-type: none"> <li>• <b>Advise the Board of Commissioners on environmental policy and related county ordinances, including the watershed ordinance.</b></li> <li>• <b>Conduct special projects, as assigned, to protect the environment.</b></li> <li>• <b>Assist County staff with review of required state and federal environmental permits for projects in the county.</b></li> <li>• <b>Partner with towns in the county and other interested governmental agencies on mutual concerns related to the environment.</b></li> </ul> <p>The Environmental Review Advisory Committee also serves as the Watershed Review Board (WRB).</p>		
<b>ACCOMPLISHMENTS &amp; ACTIVITIES – Summarize concisely below the committee’s major accomplishments and activities of the past year. This should include reports, research, projects, public input, etc. Be sure to identify how they relate to specific goals, objectives or measures. You also may attach as a separate document but limit to no more than one page single-spaced.</b>		
<p>As the ERAC:</p> <ul style="list-style-type: none"> <li>• <b>Rocky River report summary and presentation.</b> A citizen group presented a proposal requesting County funding of ecological survey of the Rocky River to monitor its biological health. ERAC reviewed the proposal and recommended that the group present proposal to the BOC and that the County should review data collection currently in process by NCDEQ.</li> <li>• <b>Charah Brickhaven.</b> Received briefings regarding monitoring and closure of the coal ash site at the Charah Brickhaven Facility.</li> <li>• <b>Chatham Park.</b> Discussed and monitored news regarding the Chatham Park development.</li> <li>• <b>Zoning.</b> Discussed potential effects of oil and gas extraction and other heavy industrial use. Discussed potential for changes to reporting requirements and zoning conditions.</li> <li>• <b>PFOS.</b> Discussed and monitored news and studies regarding PFOS in the Haw River and Jordan Lake.</li> <li>• <b>Duke Energy Coal Ash Recycling Plant, Corinth Road, Moncure.</b> Received briefings regarding proposed coal ash beneficiation facility at the old Cape Fear Steam plant.</li> <li>• <b>County Services.</b> Received GIS Advanced Parcel Query Tutorial.</li> <li>• <b>Membership.</b> ERAC members retired from the committee: Terry Schmidt, Fran DiGiano, Sherri Stuewer, Victor D’Amato. ERAC new members: Jeannie Ambrose, Heather Holley, and Sarah Justice.</li> <li>• <b>ERAC Officer Selection.</b> Elaine Chiosso was nominated and approved as Vice Chair and Ray Bode was nominated and approved as Chair.</li> </ul>		

As the Watershed Review Board (WRB):

- **Carolina Meadows/CE Group.** Carolina Meadows applied to add additional impervious surface to develop a parcel by purchasing another parcel and use density averaging to mitigate the stormwater runoff from the development. The request for the modification of the conditional use permit was presented to the CCBOC in fall of 2018. The WRB voted to approve the request.
- **Chatham County Watershed Protection Ordinance Text amendment.** Presentation on the text amendment request of Applicant Ernest Clemmons that the Planning Board recommended for approval. WRB approved the request.

**BARRIERS & CHALLENGES – Identify any barriers or challenges that make it difficult for the committee to achieve goals or objectives. Limit to the space provided below**

- Need to seek approaches, possibly through local media, to raise the profile of Environmental Resources in Chatham County.
- Need process to better define triggers that refer Environmental Impact Assessments (EIA) to the ERAC.
- Need to better define ERAC's role and process in reviewing EIA.

**RECOMMENDED CHANGES: Please list any recommendations to the Board of Commissioners related to the changes in the advisory committee's membership, mission, goals, objectives or other related issues.**

The ERAC membership is comprised of environmental professionals, academics, and knowledgeable citizens of the County. The ERAC's mission provides appropriate guidance for the Committee to collaborate with County staff and provide the BOC with informed recommendations.

The ERAC wishes to continue to monitor the following issues:

- Hydraulic fracturing and other heavy industry impacts on properties, neighborhoods, and county-wide environments.
- Chatham Park and other large-scale development projects.
- PFOS and other emerging contaminants in the Haw River and Jordan Lake.
- The coal ash beneficiation facility.
- Pending revisions to the Chatham County land use ordinances that impact the County environment.
- Review and monitor water quality data from the Rocky River downstream of Siler City WWTP.
- Wastewater treatment systems for new developments.

# Division of Public Health

## Agreement Addendum

### FY 20-21

Page 1 of 3

Chatham County Public Health Department

**Local Health Department Legal Name**

168 Maternal Health Innovation

**Activity Number and Description**

08/01/2020 – 09/29/2020

**Service Period**

09/01/2020 – 10/31/2020

**Payment Period**

☒ **Original Agreement Addendum**

☐ **Agreement Addendum Revision # \_\_\_\_\_**

Women's and Children's Health Section /  
Women's Health Branch

**DPH Section / Branch Name**

Shelby Weeks 919-707-5707

Shelby.Weeks@dhhs.nc.gov

**DPH Program Contact**

(name, phone number, and email)

**DPH Program Signature**

**Date**

(only required for a negotiable agreement addendum)

#### I. **Background:**

A key challenge to providing healthcare across North Carolina, especially in rural counties and those with limited transportation systems, is the difficulty in accessing care. This difficulty contributes to maternal health inequities. Pregnant women who reside in rural communities and in need of specialty care and consultations can experience challenges in arranging for transportation, may need to travel longer distances, and may need to take a significant amount of time off work to attend healthcare appointments. One possible strategy to improve access to medical care in situations like these is telehealth. Telehealth services have been used, among other things, to monitor chronic conditions, provide treatment (e.g., psychotherapy), provide education and advice for self-management, and provide specialty consultation services. Recent technological advances allow more patients to access telehealth services via personal "smart" devices that do not require broad band internet access.

Under funding received from the Health Resources and Services Administration-Maternal and Child Health Bureau (HRSA MCHB), local health departments will be provided funds to purchase equipment and provide staff training to augment and strengthen the state's maternal health system of care through the implementation of telehealth services around the state. The goal of these one-time Maternal Health Innovation mini-grant funds is to build Local Health Department capacity to provide telehealth services and increase patient access to medical and specialty care especially during and around the time of pregnancy.

#### II. **Purpose:**

This Agreement Addendum provides one-time funds to the Local Health Department to strengthen existing efforts and program activities supporting women of reproductive age, including pregnant and

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:

(If follow-up information is needed by DPH)

LHD program contact name: \_\_\_\_\_

Phone number with area code: \_\_\_\_\_

Email address: \_\_\_\_\_

**Signature on this page signifies you have read and accepted all pages of this document.**

Revised July 2019

postpartum women who are enrolled in maternal health services, by providing staff training and/or purchasing programmatic equipment associated with telehealth services.

### III. **Scope of Work and Deliverables:**

- A. The Local Health Department shall implement at least one of the following efforts:
  1. **Equipment Purchase:** Purchase laptops or tablets equipped with cameras and microphones so that clinical staff can provide services to their patients.
  2. **Training:** In establishing telehealth services for the provision of clinical health services for women of reproductive age, acquire training and technical assistance on the use of virtual platforms.
- B. The Local Health Department may also implement the following:
  1. **Patient Facilitation:** Purchase gift cards and/or cell phone data cards to increase patient access to care via telehealth. Gift cards (e.g., Walmart, Target) and cell phone data cards (e.g., Verizon, T-Mobile, Boost, AT&T) can only be used to assure availability of cell service and facilitate patient access to maternal and reproductive health services via telehealth. Digital gift cards and cell phone data cards can also be purchased online and distributed to patients. A maximum of \$50 per card and a maximum of one card per patient shall be purchased using Activity 168 funds. Purchases of Visa gift cards is not permitted.

### IV. **Performance Measures/Reporting Requirements:**

- A. The Local Health Department shall track and report on the number of telehealth services provided and the number of gift cards distributed to patients to facilitate access to care.
- B. The Local Health Department shall ensure that any gift cards acquired with Activity 168 funds be logged on a written and digital log created by the Local Health Department by date, serial number, purpose, cell phone provider name, and total amount per gift card incurred within twenty-four hours of the transaction and be maintained in locked storage. Each patient receiving a gift card must provide a complete signature (first and last name) and include the date when she received the gift card on the written log. Documentation of digital gift cards and digital cell phone data cards shall be maintained and should include vendor name, date of purchase, dollar amount per card per patient, gift card number, amount of data purchased per digital card or transaction, patient name, email address, date digital gift card or cell phone data is sent to the patient, and the name of the local health department representative who authorized and provided the digital gift card or cell phone data to the patient. Original copies of the written and digital logs must be made available for review by the Division Contractor Administrator or designee during the required annual monitoring visit.

### V. **Performance Monitoring and Quality Assurance:**

This Activity 168 will be monitored by the monitoring team for Women's Health Branch in connection with its Activity 101 Maternal Health.

### VI. **Funding Guidelines or Restrictions:**

- A. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  1. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.



2. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

Supplement reason: ☒ In AA+BE or AA+BE Rev ☐ -OR- ☐ -

CFDA #: 93.110 Federal awd date: 9/3/2019 Is award R&amp;D? no FAIN: 1U7AMC33712-01-11 Total amount of fed awd: \$ 2,104,678

CFDA name: State Maternal Health Innovation Program		Fed award project description: State Maternal Health Innovation Program					
		Fed awarding agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a %				
Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	=	Jackson	019728518	\$7500	\$7500
Albemarle	130537822	=	=	Johnston	097599104	\$7500	\$7500
Alexander	030495105	\$7500	\$7500	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	\$7500	\$7500
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	\$7500	\$7500	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	\$7500	\$7500
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	\$7500	\$7500	Nash	050425677	\$7500	\$7500
Caswell	077846053	\$7500	\$7500	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	\$7500	\$7500	Onslow	172663270	=	=
Cherokee	130705072	\$7500	\$7500	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	\$7500	\$7500
Columbus	040040016	\$7500	\$7500	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	=	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	\$7500	\$7500	Rockingham	077847143	=	=
Durham	088564075	\$7500	\$7500	Rowan	074494014	\$7500	\$7500
Edgecombe	093125375	=	=	Sampson	825573975	\$7500	\$7500
Foothills	782359004	=	=	Scotland	091564146	=	=
Forsyth	105316439	=	=	Stanly	131060829	=	=
Franklin	084168632	=	=	Stokes	085442705	=	=
Gaston	071062186	=	=	Surry	077821858	=	=
Graham	020952383	=	=	Swain	146437553	=	=
Granville-Vance	063347626	\$10,000	\$10,000	Toe River	113345201	\$20,000	\$20,000
Greene	091564591	=	=	Transylvania	030494215	=	=
Guilford	071563613	\$7500	\$7500	Union	079051637	=	=
Halifax	014305957	=	=	Wake	019625961	=	=
Harnett	091565986	=	=	Warren	030239953	=	=
Haywood	070620232	=	=	Wayne	040036170	=	=
Henderson	085021470	=	=	Wilkes	067439950	=	=
Hoke	091563643	\$7500	\$7500	Wilson	075585695	=	=
Hyde	832526243	=	=	Yadkin	089910624	=	=
Iredell	074504507	=	=				

DPH-Aid-To-Counties

For Fiscal Year: 20/21

Budgetary Estimate Number : 0

Activity 168	AA	13A1 588A MZ	Proposed Total	New Total
Service Period		08/01-09/29		
Payment Period		09/01-10/31		
01 Alamance		0	0	0
D1 Albemarle		0	0	0
02 Alexander	* 0	7,500	7,500	7,500
04 Anson		0	0	0
D2 Appalachian		0	0	0
07 Beaufort		0	0	0
09 Bladen		0	0	0
10 Brunswick	* 0	7,500	7,500	7,500
11 Buncombe		0	0	0
12 Burke		0	0	0
13 Cabarrus		0	0	0
14 Caldwell		0	0	0
16 Carteret	* 0	7,500	7,500	7,500
17 Caswell	* 0	7,500	7,500	7,500
18 Catawba		0	0	0
19 Chatham	* 0	7,500	7,500	7,500
20 Cherokee	* 0	7,500	7,500	7,500
22 Clay		0	0	0
23 Cleveland		0	0	0
24 Columbus	* 0	7,500	7,500	7,500
25 Craven		0	0	0
26 Cumberland		0	0	0
28 Dare		0	0	0
29 Davidson		0	0	0
30 Davie		0	0	0
31 Duplin	* 0	7,500	7,500	7,500
32 Durham	* 0	7,500	7,500	7,500
33 Edgecombe		0	0	0
D7 Foothills		0	0	0
34 Forsyth		0	0	0
35 Franklin		0	0	0
36 Gaston		0	0	0
38 Graham		0	0	0
D3 Gran-Vance	* 0	10,000	10,000	10,000
40 Greene		0	0	0
41 Guilford	* 0	7,500	7,500	7,500
42 Halifax		0	0	0
43 Harnett		0	0	0
44 Haywood		0	0	0
45 Henderson		0	0	0
46 Hertford		0	0	0
47 Hoke	* 0	7,500	7,500	7,500
48 Hyde		0	0	0
49 Iredell		0	0	0

50 Jackson	* 0	7,500	7,500	7,500
51 Johnston	* 0	7,500	7,500	7,500
52 Jones		0	0	0
53 Lee	* 0	7,500	7,500	7,500
54 Lenoir		0	0	0
55 Lincoln		0	0	0
56 Macon		0	0	0
57 Madison		0	0	0
D4 M-T-W		0	0	0
60 Mecklenburg		0	0	0
62 Montgomery	* 0	7,500	7,500	7,500
63 Moore		0	0	0
64 Nash	* 0	7,500	7,500	7,500
65 New Hanover		0	0	0
66 Northampton		0	0	0
67 Onslow		0	0	0
68 Orange		0	0	0
69 Pamlico		0	0	0
71 Pender	* 0	7,500	7,500	7,500
73 Person		0	0	0
74 Pitt		0	0	0
75 Polk		0	0	0
76 Randolph		0	0	0
77 Richmond		0	0	0
78 Robeson		0	0	0
79 Rockingham		0	0	0
80 Rowan	* 0	7,500	7,500	7,500
D5 R-P-M		0	0	0
82 Sampson	* 0	7,500	7,500	7,500
83 Scotland		0	0	0
84 Stanly		0	0	0
85 Stokes		0	0	0
86 Surry		0	0	0
87 Swain		0	0	0
D6 Toe River	* 0	20,000	20,000	20,000
88 Transylvania		0	0	0
90 Union		0	0	0
92 Wake		0	0	0
93 Warren		0	0	0
96 Wayne		0	0	0
97 Wilkes		0	0	0
98 Wilson		0	0	0
99 Yadkin		0	0	0
<b>Totals</b>		<b>172,500</b>	<b>172,500</b>	<b>172,500</b>

DocuSigned by:  
 Sign and Date - DPH Program Administrator  
*Shelby Weeks* 8/5/2020 | 3:40 PM EDT  
 342E7CB8C342405

DocuSigned by:  
 Sign and Date - DPH Section Chief  
*Sarah Dozier*  
 278214A8375A487

Sign and Date - DPH Contracts Office  
*Gremeko Stuart* 8/5/2020

Sign and Date - DPH Budget Officer  
*Pamela J. Allen* 8/5/2020

bgb 8/5/2020

# Division of Public Health

## Agreement Addendum

### FY 20-21

Page 1 of 3

Chatham County Public Health Department  
**Local Health Department Legal Name**

Administrative, Local, and Community Support /  
 Local Technical Assistance and Training (LTAT)  
**DPH Section / Branch Name**

115 COVID-19 Infection Prevention Support  
**Activity Number and Description**

Susan Little, 919-215-4471  
 susan.little@dhhs.nc.gov

**DPH Program Contact**  
 (name, phone number, and email)

07/01/2020 – 12/30/2020  
**Service Period**

n/a

**DPH Program Signature** **Date**  
 (only required for a negotiable agreement addendum)

09/01/2020 – 01/31/2021  
**Payment Period**

- ☒ **Original Agreement Addendum**  
☐ **Agreement Addendum Revision #** \_\_\_\_\_

#### I. **Background:**

The North Carolina General Assembly passed Session Law 2020-4 (H1043) to fulfill their constitutional duty to appropriate all funds, including federal CARES Act funds appropriated or otherwise made available under the COVID-19 Recovery Legislation, and to direct the use of those funds in a manner that is consistent with the authorizing federal legislation and that responsibly provides for the public health and economic well-being of North Carolina. Through this legislation, the Coronavirus Relief Fund (CRF) was established.

The primary purpose of the CRF is to provide necessary and appropriate relief and assistance from the effects of COVID-19. These funds were provided to the Department of Health and Human Services to provide flexible funds for local health departments to support infection-prevention related activities.


#### II. **Purpose:**

This Agreement Addendum enhances the Local Health Department's ability to support infection prevention during the COVID-19 pandemic.

#### III. **Scope of Work and Deliverables:**

- These funds may be used by the Local Health Department (LHD) to support any locally identified need to support **COVID-19 infection prevention**, through any public health program. Examples of infection-related expenditures may include, but are not limited to, staffing support related to infection control services or programs, environmental health services related to infection prevention and control (e.g., site assessments), technological needs including those for providing telehealth services, testing, investigation, contact tracing, infection-control training, disinfection of public areas

DocuSigned by:

  
 Head of Department Signature

(use blue ink)

9/15/2020

Date

Local Health Department to complete:  
 (If follow-up information is needed by DPH)

LHD program contact name: Anne Lowry  
 Phone number with area code: 919-545-8310  
 Email address: anne.lowry@chathamnc.org

**Signature on this page signifies you have read and accepted all pages of this document.**

July 2019



and facilities, purchase of personal protective equipment, COVID-19 infection control related medical expenses including clinical care, and infection prevention capital improvements directly related to the COVID-19 public health emergency.

2. Infection prevention and related activities must support standardized infection control basic principles as described in the NC DHHS COVID-19 Guidance found here:  
<https://covid19.ncdhhs.gov/guidance>

#### **IV. Performance Measures/Reporting Requirements:**

##### **1. Performance Measure**

100% of LHD funds expensed will be for the specific purpose of infection prevention and related support activities.

##### **2. Reporting Requirements**

The LHD shall provide Infection Prevention Reports for Activity 115 COVID-19 Infection Prevention Support which detail and justify how the funds were allocated to infection-prevention related activities. The LHD must provide monthly Infection Prevention Reports using the attached templates, C-1 and C-2 as mandated by the NC Pandemic Relief Office according to the following schedule:

<u>Report Period</u>	<u>Report Submission Deadline</u>
July 2020 – August 2020 (2 months)	September 15, 2020
September 2020	October 15, 2020
October 2020	November 16, 2020
November 2020	December 15, 2020
December 2020	January 15, 2021

Email reports to: Beth Murray [beth.murray@dhhs.nc.gov](mailto:beth.murray@dhhs.nc.gov) and copy Jeneen Preciose [jeneen.preciose@dhhs.nc.gov](mailto:jeneen.preciose@dhhs.nc.gov) and Pat Ward [pat.ward@dhhs.nc.gov](mailto:pat.ward@dhhs.nc.gov).

#### **V. Performance Monitoring and Quality Assurance:**

Performance will be monitored by the LTAT Branch Head by a review of the Activity 115 Infection Prevention Reports. If additional information is required, a phone conference will be conducted.

#### **VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the LHD receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the LHD throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the LHD even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Any infection prevention capital improvement directly related to the COVID-19 public health emergency **must receive preapproval** from DPH Program Contact, Susan Little, in writing prior to expending.
3. The following is a nonexclusive list of costs that would **not** be eligible expenditures:
  - a. Administrative costs. Neither indirect costs nor allocated overhead are allowable costs. All salary expenses for permanent employees must be direct expensed.
  - b. Lobbying. Federally funded lobbying, either directly or indirectly (i.e., "grassroots" lobbying), is prohibited by law.
  - c. Expenses for the State share of Medicaid.
  - d. Damages covered by insurance.
  - e. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  - f. Expenses that have been or will be reimbursed under any federal program.
  - g. Reimbursement to donors for donated items or services.
  - h. Workforce bonuses other than hazard pay or overtime.
  - i. Severance pay.
  - j. Legal settlements.
  - k. Elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death.
    - i. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
    - ii. Furthermore, no government which receives payments from the Coronavirus Relief Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.
4. **The final drawdown of funds for services performed through December 30, 2020 request must be submitted in the Aid-to-Counties database no later than 01/15/2021.**



## Attachment C-1 Covid-19 Grant Project Status Report

Before it will be possible to make any disbursement, you are required to provide to the Agency the status towards the specific purpose as stated in the grant contract. This report is to be completed by the grant recipient and each subrecipient. The grant recipient is to ensure all subrecipients' reports are to be included with cost reimbursement requests.

### 1. Organization

Organization Name	
Contract Agreement Number	
Date	

### 2. Financial Summary

Total Funding Authorized	Total Funding Received to Date	Balance

**3. Performance:** Recipient or Subrecipient shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include activities and progress against the recipient's or subrecipient's scope of work and outcomes of that work. Attach additional documents as necessary.

Descriptive summary of how the funds were used, including specific deliverables achieved, and progress against objectives and outcomes expected to be achieved.



(cont.)

I certify that funds referenced in this document were used in accordance with applicable laws and regulations; and the terms and conditions as stated in any contracts, agreements, or use of allocated funds between the State of North Carolina.

Signature:

Name:

Title:

Phone:

Email:

Attachment C-1 must accompany this form.

## PART A: Summary of Funding Received and Spent

NAME OF RECIPIENT ORGANIZATION:	Contract Agreement Number	Total Funding Authorized by HB 1043:	Advance	July Reimbursement Request (Details in Part B)	August Reimbursement Request (Details in Part B)	September Reimbursement Request (Details in Part B)
			N/A			

Point of Contact Name	Point of Contact Title	Point of Contact Email	Point of Contact Phone Number

PLEASE REMEMBER INDIRECT COST ALLOCATION AND PERCENTAGE OF ADMINISTRATION COST ARE UNALLOWED

**PART B: Detailed Expense (In lieu of completing Part B manually, detailed information can be exported from your systems in**

[illegible]

October Reimbursement Request (Details in Part B)	November Reimbursement Request (Details in Part B)	December Reimbursement Request (Details in Part B)	January Reimbursement Request for December Expenses (Details in Part B)	Total Received to Date
				5

## VARIABLE

**Excel or .CSV format, however, at minimum, the requested fields must be provided)**

[illegible]





Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 21.019	Federal awd date: 03/27/20	Is award R&D? no	FAIN: H.R. 748 – 116 <sup>th</sup> Congress (2019-2020)	Total amount of fed awd: \$ 3,585,391,176
CFDA name: Coronavirus Relief Fund		Fed award project description: Coronavirus Aid, Relief, and Economic Security Act, Coronavirus Relief Funds (to States)		
		Fed awarding agency: U.S. Treasury	Federal award indirect cost rate: NC DHHS limited to: 0%	Subawardee limited to: 0%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	201857	201857
Albemarle	130537822	335813	335813
Alexander	030495105	61801	61801
Anson	847163029	47598	47598
Appalachian	780131541	164871	164871
Beaufort	091567776	71811	71811
Bladen	084171628	57723	57723
Brunswick	091571349	169625	169625
Buncombe	879203560	304908	304908
Burke	883321205	119750	119750
Cabarrus	143408289	248252	248252
Caldwell	948113402	110898	110898
Carteret	058735804	97153	97153
Caswell	077846053	45842	45842
Catawba	083677138	192957	192957
Chatham	131356607	101047	101047
Cherokee	130705072	51949	51949
Clay	145058231	32723	32723
Cleveland	879924850	128195	128195
Columbus	040040016	81577	81577
Craven	091564294	133055	133055
Cumberland	123914376	382064	382064
Dare	082358631	60376	60376
Davidson	077839744	203445	203445
Davie	076526651	66901	66901
Duplin	095124798	85231	85231
Durham	088564075	359582	359582
Edgecombe	093125375	77539	77539
Foothills	782359004	165280	165280
Forsyth	105316439	430687	430687
Franklin	084168632	94224	94224
Gaston	071062186	603148	603148
Graham	020952383	29479	29479
Granville-Vance	063347626	156187	156187
Greene	091564591	42944	42944
Guilford	071563613	603148	603148
Halifax	014305957	76260	76260
Harnett	091565986	165335	165335
Haywood	070620232	88578	88578
Henderson	085021470	147530	147530
Hoke	091563643	78923	78923
Hyde	832526243	25673	25673
Iredell	074504507	215054	215054

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Jackson	019728518	67821	67821
Johnston	097599104	238037	238037
Jones	095116935	31127	31127
Lee	067439703	86438	86438
Lenoir	042789748	82049	82049
Lincoln	086869336	112491	112491
Macon	070626825	59398	59398
Madison	831052873	44403	44403
MTW	087204173	103301	103301
Mecklenburg	074498353	1207750	1207750
Montgomery	025384603	50144	50144
Moore	050988146	128467	128467
Nash	050425677	124033	124033
New Hanover	040029563	273459	273459
Northampton	097594477	42501	42501
Onslow	172663270	236891	236891
Orange	139209659	178869	178869
Pamlico	097600456	34579	34579
Pender	100955413	87846	87846
Person	091563718	63880	63880
Pitt	080889694	214737	214737
Polk	079067930	43502	43502
Randolph	027873132	177244	177244
Richmond	070621339	69327	69327
Robeson	082367871	163619	193619
Rockingham	077847143	120125	120125
Rowan	074494014	174753	174753
Sampson	825573975	89940	89940
Scotland	091564146	59009	59009
Stanly	131060829	89112	89112
Stokes	085442705	70716	70716
Surry	077821858	99920	99920
Swain	146437553	35761	35761
Toe River	113345201	116460	116460
Transylvania	030494215	58322	58322
Union	079051637	273696	273696
Wake	019625961	1187939	1187939
Warren	030239953	41899	41899
Wayne	040036170	156092	156092
Wilkes	067439950	96298	96298
Wilson	075585695	109433	109433
Yadkin	089910624	61580	61580



## DPH-Aid-To-Counties

For Fiscal Year: 20/21


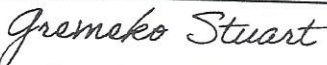
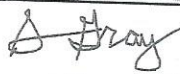
Budgetary Estimate Number : 0

Activity 115		1175 4026 HN		
Service Period	AA	07/01-12/30	Proposed Total	New Total
Payment Period		08/01-01/31		
01 Alamance	* 0	201,857	201,857	201,857
D1 Albemarle	* 0	335,813	335,813	335,813
02 Alexander	* 0	61,801	61,801	61,801
04 Anson	* 0	47,598	47,598	47,598
D2 Appalachian	* 0	164,871	164,871	164,871
07 Beaufort	* 0	71,811	71,811	71,811
09 Bladen	* 0	57,723	57,723	57,723
10 Brunswick	* 0	169,625	169,625	169,625
11 Buncombe	* 0	304,908	304,908	304,908
12 Burke	* 0	119,750	119,750	119,750
13 Cabarrus	* 0	248,252	248,252	248,252
14 Caldwell	* 0	110,898	110,898	110,898
16 Carteret	* 0	97,153	97,153	97,153
17 Caswell	* 0	45,842	45,842	45,842
18 Catawba	* 0	192,957	192,957	192,957
19 Chatham	* 0	101,047	101,047	101,047
20 Cherokee	* 0	51,949	51,949	51,949
22 Clay	* 0	32,723	32,723	32,723
23 Cleveland	* 0	128,195	128,195	128,195
24 Columbus	* 0	81,577	81,577	81,577
25 Craven	* 0	133,055	133,055	133,055
26 Cumberland	* 0	382,064	382,064	382,064
28 Dare	* 0	60,376	60,376	60,376
29 Davidson	* 0	203,445	203,445	203,445
30 Davie	* 0	66,901	66,901	66,901
31 Duplin	* 0	85,231	85,231	85,231
32 Durham	* 0	359,582	359,582	359,582
33 Edgecombe	* 0	77,539	77,539	77,539

D7 Foothills	* 0	165,280	165,280	165,280
34 Forsyth	* 0	430,678	430,678	430,678
35 Franklin	* 0	94,224	94,224	94,224
36 Gaston	* 0	261,191	261,191	261,191
38 Graham	* 0	29,479	29,479	29,479
D3 Gran-Vance	* 0	156,187	156,187	156,187
40 Greene	* 0	42,944	42,944	42,944
41 Guilford	* 0	603,148	603,148	603,148
42 Halifax	* 0	76,260	76,260	76,260
43 Harnett	* 0	165,335	165,335	165,335
44 Haywood	* 0	88,578	88,578	88,578
45 Henderson	* 0	147,530	147,530	147,530
46 Hertford	* 0	0	0	0
47 Hoke	* 0	78,923	78,923	78,923
48 Hyde	* 0	25,673	25,673	25,673
49 Iredell	* 0	215,054	215,054	215,054
50 Jackson	* 0	67,821	67,821	67,821
51 Johnston	* 0	238,037	238,037	238,037
52 Jones	* 0	31,127	31,127	31,127
53 Lee	* 0	86,438	86,438	86,438
54 Lenoir	* 0	82,049	82,049	82,049
55 Lincoln	* 0	112,491	112,491	112,491
56 Macon	* 0	59,398	59,398	59,398
57 Madison	* 0	44,403	44,403	44,403
D4 M-T-W	* 0	103,301	103,301	103,301
60 Mecklenburg	* 0	1,207,755	1,207,755	1,207,755
62 Montgomery	* 0	50,144	50,144	50,144
63 Moore	* 0	128,467	128,467	128,467
64 Nash	* 0	124,033	124,033	124,033
65 New Hanover	* 0	273,459	273,459	273,459
66 Northampton	* 0	42,501	42,501	42,501
67 Onslow	* 0	236,891	236,891	236,891
68 Orange	* 0	178,869	178,869	178,869
69 Pamlico	* 0	34,579	34,579	34,579
71 Pender	* 0	87,846	87,846	87,846



73 Person	* 0	63,880	63,880	63,880
74 Pitt	* 0	214,737	214,737	214,737
75 Polk	* 0	43,502	43,502	43,502
76 Randolph	* 0	177,244	177,244	177,244
77 Richmond	* 0	69,327	69,327	69,327
78 Robeson	* 0	163,619	163,619	163,619
79 Rockingham	* 0	120,125	120,125	120,125
80 Rowan	* 0	174,753	174,753	174,753
D5 R-P-M	* 0	0	0	0
82 Sampson	* 0	89,940	89,940	89,940
83 Scotland	* 0	59,009	59,009	59,009
84 Stanly	* 0	89,112	89,112	89,112
85 Stokes	* 0	70,716	70,716	70,716
86 Surry	* 0	99,920	99,920	99,920
87 Swain	* 0	35,761	35,761	35,761
D6 Toe River	* 0	116,460	116,460	116,460
88 Transylvania	* 0	58,322	58,322	58,322
90 Union	* 0	273,696	273,696	273,696
92 Wake	* 0	1,187,939	1,187,939	1,187,939
93 Warren	* 0	41,899	41,899	41,899
96 Wayne	* 0	156,092	156,092	156,092
97 Wilkes	* 0	96,298	96,298	96,298
98 Wilson	* 0	109,433	109,433	109,433
99 Yadkin	* 0	61,580	61,580	61,580
Totals		13,338,000	13,338,000	13,338,000

 Sign and Date - DPH Program Administrator	09042020 Sign and Date - DPH Section Chief
 Sign and Date - DPH Contracts Office	 Sign and Date - DPH Budget Officer

SH 9/4/2020



Article 54.

Sale, etc., of Pyrotechnics.

**§ 14-410. Manufacture, sale and use of pyrotechnics prohibited; exceptions; permit required; sale to persons under the age of 16 prohibited.**

(a) Except as otherwise provided in this section, it shall be unlawful for any individual, firm, partnership or corporation to manufacture, purchase, sell, deal in, transport, possess, receive, advertise, use, handle, exhibit, or discharge any pyrotechnics of any description whatsoever within the State of North Carolina.

(a1) It shall be permissible for pyrotechnics to be exhibited, used, handled, manufactured, or discharged within the State, provided all of the following apply:

- (1) The exhibition, use, or discharge is at a concert or public exhibition.
- (2) All individuals who exhibit, use, handle, or discharge pyrotechnics in connection with a concert or public exhibition have completed the training and licensing required under Article 82A of Chapter 58 of the General Statutes. The display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the General Statutes, must be present at the concert or public exhibition and must personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics.
- (3) The display operator has secured written authority under G.S. 14-413 from the board of county commissioners of the county, or the city if authorized under G.S. 14-413(a1), in which the pyrotechnics are to be exhibited, used or discharged. Written authority from the board of commissioners or city is not required under this subdivision for a concert or public exhibition provided the display operator has secured written authority from The University of North Carolina or the University of North Carolina at Chapel Hill under G.S. 14-413, and pyrotechnics are exhibited on lands or buildings in Orange County owned by The University of North Carolina or the University of North Carolina at Chapel Hill.

(a2) Notwithstanding any provision of this section, it shall not be unlawful for a common carrier to receive, transport, and deliver pyrotechnics in the regular course of its business.

(a3) The requirements of this section apply to G.S. 14-413(b) and G.S. 14-413(c).

(b) Notwithstanding the provisions of G.S. 14-414, it shall be unlawful for any individual, firm, partnership, or corporation to sell pyrotechnics as defined in G.S. 14-414(2), (3), (4)c., (5), or (6) to persons under the age of 16.

(c) The following definitions apply in this Article:

- (1) Concert or public exhibition. – A fair, carnival, show of any description, or public celebration.
- (2) Display operator. – An individual issued a display operator permit under G.S. 58-82A-3.
- (3) State Fire Marshal. – Defined in G.S. 58-80-1. (1947, c. 210, s. 1; 1993 (Reg. Sess., 1994), c. 660, s. 3; 1995, c. 475, s. 1; 2003-298, s. 2; 2007-38, s. 1; 2009-507, s. 1; 2010-22, s. 8.)

**§ 14-413. Permits for use at public exhibitions.**

(a) For the purpose of enforcing the provisions of this Article, the board of county commissioners of any county, or the governing board of a city authorized pursuant to subsection (a1) of this section, may issue permits for use in connection with the conduct of concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and public celebrations, but only after satisfactory evidence is produced to the effect that said pyrotechnics will be used for the aforementioned purposes and none other. Provided that no such permit shall be required for a public exhibition authorized by The University of North Carolina or the University of North Carolina at Chapel Hill and conducted on lands or buildings in Orange County owned by The University of North Carolina or the University of North Carolina at Chapel Hill.

(a1) For the purpose of enforcing the provisions of this Article, a board of county commissioners may authorize the governing body of any city in the county to issue permits pursuant to the provisions of this Article for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the city for use in connection with the conduct of concerts or public exhibitions. The board of county commissioners shall adopt a resolution granting the authority to the city, and it shall remain in effect until withdrawn by the board of county commissioners adopting a subsequent resolution withdrawing the authority. If a city lies in more than one county, the board of county commissioners of each county in which the city lies must adopt an authorizing resolution. If any county in which the city lies withdraws the authority of the city to issue permits for the use of pyrotechnics, the authority of the city to issue permits for the use of pyrotechnics will end, and all counties within which the city lies must resume their authority to issue the permits.

(b) For any indoor use of pyrotechnics at a concert or public exhibition, the board of commissioners or the governing body of an authorized city may not issue any permit unless the local fire marshal or the State Fire Marshal (or in the case of The University of North Carolina or the University of North Carolina at Chapel Hill it may not authorize such concert or public exhibition unless the State Fire Marshal) has certified that:

- (1) Adequate fire suppression will be used at the site.
- (2) The structure is safe for the use of such pyrotechnics with the type of fire suppression to be used.
- (3) Adequate egress from the building is available based on the size of the expected crowd.

(c) The requirements of subsection (b) of this section also apply to any city authorized to grant pyrotechnic permits by local act and to the officer delegated the power to grant such permits by local act.

(d) **(Effective February 1, 2010)** A board of county commissioners or the governing board of a city shall not issue a permit under this section unless the display operator provides proof of insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required under the North Carolina State Building Code pursuant to G.S. 143-138(e), whichever is greater. A board of county commissioners or the governing board of a city may require proof of insurance that exceeds these minimum requirements. (1947, c. 210, s. 4; 1993 (Reg. Sess., 1994), c. 660, s. 3.1; 1995, c. 509, s. 11; 2003-298, s. 1; 2007-38, s. 2; 2009-507, s. 2.)

# HALE ARTIFICIER, INC.

## FIREWORKS AND PYROTECHNICS

To:

Chatham County Fire Marshal's Office

By this letter, I am requesting permission and approval from the Chatham County Board of Commissioners to present a small fireworks display on October 31, 2020 at the Bennett Baptist Church, in Bennett, NC.

We have been presenting this display for quite a number of years, and this year's display will be the same as it has in the past years, with a combination of small diameter effects including a mix of 1.4G Consumer and 1.3G display materials. The site parameters will meet all applicable codes for materials not to exceed 2" diameter.

With the Covid-19 situation in North Carolina, the Church is not planning the normal outdoor picnic, but does want to have this event for the children's Trunk or Treat, and is planning on keeping social distancing at the best level possible.

We do realize that this Covid-19 situation could be cause to place a hold on this event, but we are respectfully submitting this application in our normal timely fashion, and hope that this is approved by the Board.

Thank you for your considerations.

Sincerely,

Jeffrey A. Hale



President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

08/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mountcastle Insurance P.O. Box 1937  Lexington NC 27293-1937	<b>CONTACT NAME:</b> Betty Callicutt <b>PHONE (A/C, No, Ext):</b> (336) 249-4951 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> bcallicutt@mountcastleinsurance.com
<b>INSURED</b>  Hale Artificier, Inc 545 New Bowers Rd.  Lexington NC 27292	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Fire & Marine <b>INSURER B:</b> RWI - Penn. Natl Mutual Cas Ins Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL204905073**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		72LPS037018	04/28/2020	04/28/2021	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AU9 0607811	09/23/2019	09/23/2020	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	Electronic Data Liability \$ 100,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Uninsured motorist BI \$ 30,000						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E L EACH ACCIDENT \$						
	E L DISEASE - EA EMPLOYEE \$						
	E L DISEASE - POLICY LIMIT \$						

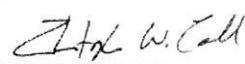
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Date: October 31, 2020

Rain Date: TBD

Chatham County and Mr. Thomas Bender are included as additional insureds with regards to General Liability as required by a written contract.

**CERTIFICATE HOLDER**

Bennett Baptist Church 68 Bonlee Street  Bennett NC	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Mountcastle Insurance 307 W Center St Lexington, NC 27293  (336) 249-4951		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
<b>INSURED</b>  Hale Artificier, Inc. 545 New Bowers Rd Lexington, NC 27292-7058  CTL 1273 1614435		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Indemnity Co. NAIC # 28258 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	46-879245-01-07	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Bennett Baptist Church  
68 Bonlee Street  
Bennet, NC 27000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1000002116



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## Fire Safety Programs

[PYROTECHNIC LICENSE INFORMATION](#)[CONTACTS](#)[STATE PROPERTY PERMITS](#)[ONLINE LOGIN PYROTECHNIC LICENSE APPLY/RENEW](#)[1.3G PYROTECHNIC LICENSES](#)[1.4G PYROTECHNIC LICENSES](#)[PROXIMATE AUDIENCE LICENSES](#)[PYROTECHNIC INSTRUCTORS/DELIVERY AGENCIES](#)[MUNICIPAL EMPLOYEE](#)[CODE OFFICIALS](#)[PYROTECHNIC EVENT EMPLOYEE](#)[SPONSOR, VEHICLE AND PRODUCTION MANAGEMENT](#)[FIRE SAFETY PROGRAMS » PYROTECHNIC LICENSE INFORMATION](#)

### Pyrotechnic License Information

#### Current Pyrotechnic License Holders

Select License Type of Interest

**License Type**

- ☒ Pyrotechnic 1.3G  
☐ Pyrotechnic 1.4G  
☐ Proximate Audience

**License Level**

- ☒ Operator  
☐ Assistant

[Get List](#)

Get License Holder Information

**Pyrotechnic License Number** **Driver's License Number**

2334

[Search for License](#)**Holder's Full Name:** Gary L. Nunn**Business Name:** Hale Artificier, Inc.**Government ID By:** North Carolina**Government ID Type:** Driver License**ID Number:** \*\*\*\*7073**License Number:** 2334**License Type:** 1.3G Pyrotechnic**License Level:** Operator**License Status:** Valid**Expiration Date:** 04/16/2023

Get a list of license holders by Last Name or Business/Employer

**Last Name****Business/Employer**[Search for List](#)

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

EXPIRATION DATE: 09/01/2021

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.**

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	1-NC-057-51-1J-00088
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Reers</i>	Expiration Date	September 1, 2021
Name	HALE ARTIFICIER INC		

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

345 DAISY COURT  
LEXINGTON, NC 27292-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

*Jeff Hare*  
Licensee/Permittee Responsible Person Signature

*President*  
Position/Title

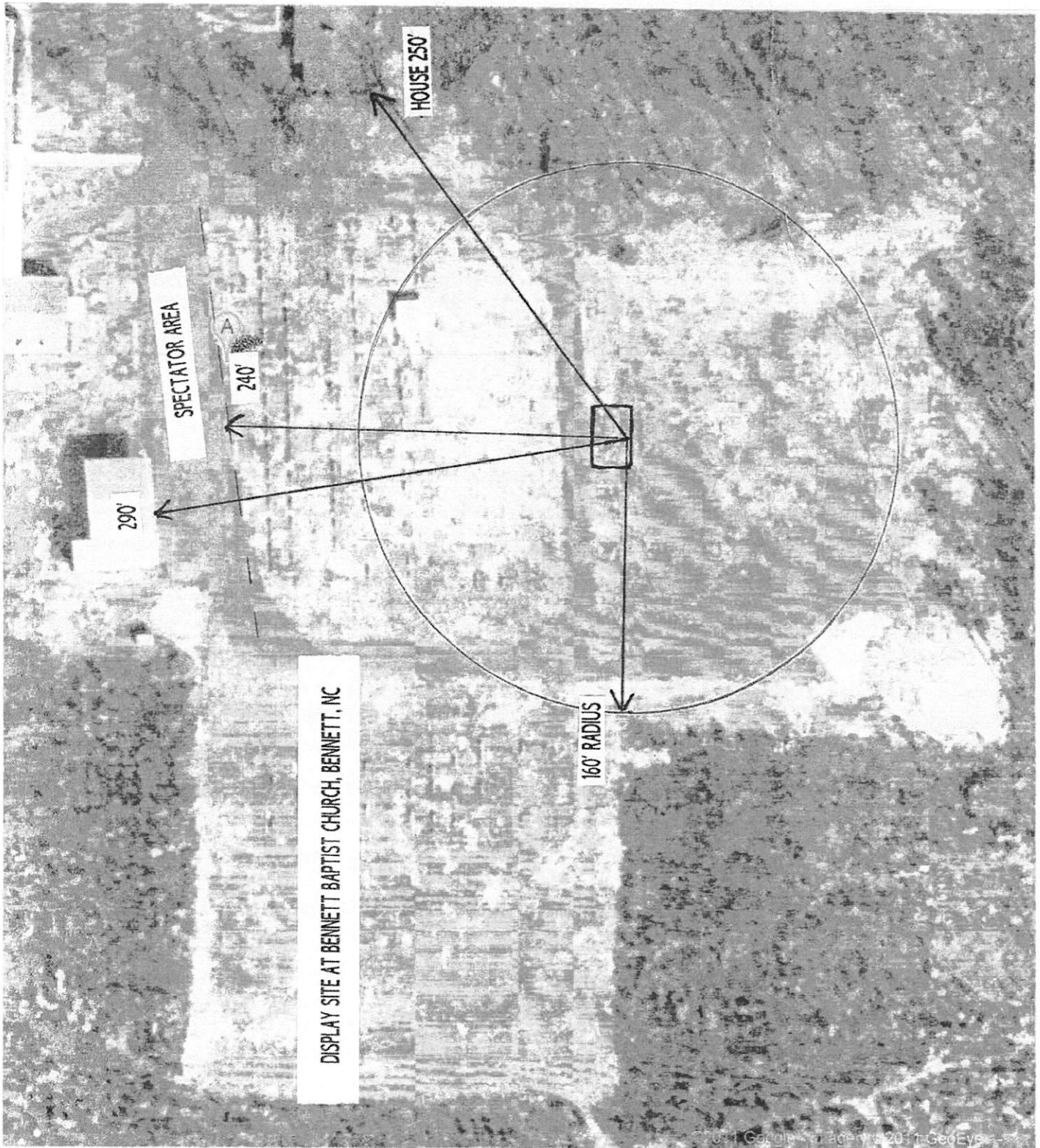
*9-17-14*  
Date

Printed Name

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER INC  
545 NEW BOWERS RD  
LEXINGTON, NC 27292-







STATE OF NORTH CAROLINA  
COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING  
FOR A JOINT WATER TREATMENT  
PRELIMINARY ENGINEERING REPORT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF CHATHAM, one of the one hundred counties of the State of North Carolina and a body both politic and corporate, herein referred to as "County", and the CITY OF SANFORD, a North Carolina Municipal Corporation, herein referred to as "City", each additionally referred to herein as either a "Party", and collectively as the "Parties".

W I T N E S S E T H :

WHEREAS, this MOU is undertaken due to the mutual interest of both entities to determine if a collaborative water treatment plant expansion is a viable solution for future water treatment needs; and

WHEREAS, the City of Sanford, located in Lee County, currently owns and operates a municipal water treatment plant and distribution system to provide potable water service for residential and commercial consumers, within the City corporate and county limits; and

WHEREAS, the City and County desire to explore mutually beneficial options for expanding future water quantity needs for both Parties; and

WHEREAS, a cost sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful program; and

WHEREAS, the Town of Holly Springs and/or Town of Fuquay-Varina may also participate in this project.

NOW, THEREFORE, the Parties hereto agree as follows:

As a result of increasing water demands and projections, the City has determined that additional water treatment capacity will be required within the next 25 years, due to expected population growth. The City and County have agreed in principle to embark on a water treatment preliminary engineering report to determine if a joint water treatment facility expansion is a feasible solution to the future water treatment needs.

**1. Program of Work**

The Parties hereto have agreed that City will engage an engineering firm to conduct a water treatment preliminary engineering report on behalf of the Parties for a not to exceed amount of \$655,000.

**2. Shared Costs**

To mutually share in the costs of conducting the joint water treatment preliminary

engineering report, the entities who benefit from the undertaking shall share in the costs.

County of Chatham shall contribute \$55,000.00 for their portion of the preliminary engineering report costs.

### **3. Areas of Collaboration**

The Parties shall mutually agree to work together to do the following:

- a. Participate in the joint report workshops and meetings;
- b. Cooperate in distributing available information to the other party as well as to any third parties as required;
- c. Review infrastructure and water treatment alternatives;
- d. Develop a Preliminary Engineering Report;
- e. Determine a viable solution.

### **4. Term of the MOU**

This MOU is effective upon full execution by the Parties, and will remain in full force and effect for a period of one year. No later than June 30, 2021, the MOU may be reviewed and renewed for an additional one (1) year period by mutual consent of the Parties in writing.

### **5. Termination**

Each party reserves the right to terminate this MOU upon thirty (30) days' written notice to the other. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU, for any reason, the other party shall have the right to terminate this MOU, by giving written notice, and the termination will be effective upon receipt.

### **6. Meetings**

To accomplish these objectives, the Parties' Staff may meet once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding.

### **7. Notice**

All notices or other communications arising hereunder shall be sent to the following:

City of Sanford  
Attn: Victor Czar, Director  
Department of Public Works  
P.O. Box 3729  
Sanford, NC 27330  
Phone 919-777-1117  
email: [victor.czar@sanfordnc.net](mailto:victor.czar@sanfordnc.net)

County of Chatham  
Attn: Larry Bridges, Director  
Department of Public Utilities  
P.O. Box 910  
Pittsboro, NC 27312  
Phone 919-542-8238  
email: [larry.bridges@chathamnc.org](mailto:larry.bridges@chathamnc.org)

## **8. Amendment**

Any amendment to this MOU to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

## **9. No Waiver of Immunity**

Nothing herein shall be construed to mandate purchase of insurance by the City, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against City, for any reason, if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by the County, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the County, for any reason, if otherwise available as a matter of law.

## **10. Non-Appropriation**

City and County are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, then this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions, which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

## **11. No Third-Party Beneficiaries**

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

## **12. Applicable Law**

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

## **13. Relationship of Parties**

The County and City are, and shall remain independent contractors, with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party, for any purpose. Nothing under this MOU is intended or should be construed in any manner, to create a partnership or venture between the Parties. Each party

agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein.

#### **14. Applicability of North Carolina Public Records Law**

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other party. The parties understand and agree that the City and the County may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

#### **15. Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event, otherwise defined as a force majeure event, is forecast to be eligible to be excused from the performance otherwise required under this MOU by this provision.

#### **16. Non-Discrimination**

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

#### **17. Advertising**

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior approval of the other party.

#### **18. Miscellaneous**

The parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

#### **19. Severability**

If any provision of this MOU shall be determined to be unenforceable by a court of

competent jurisdiction, such determination will not affect any other provision of this MOU.

## **20. Counterparts**

This MOU may be executed in several counterparts, each of which shall be deemed an original.

## **21. Incorporation of Documents/Complete Agreement**

This MOU, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, or Agreements.

IN WITNESS WHEREOF, being duly authorized, the County has executed the foregoing with the signature of its County Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, the City has executed with the signature of its City Manager, attested by its Deputy City Clerk, with the official seal affixed, the day and year first above written.

COUNTY OF CHATHAM

CITY OF SANFORD

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

Dan LaMontagne, County Manager

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

Hal Hegwer, City Manager

ATTEST:

ATTEST:

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

Lindsay Ray, Clerk  
(Affix Seal)

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

Vicki R. Cannady, Deputy City Clerk  
(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

\_\_\_\_\_  
Bob Hagemann, County Attorney

\_\_\_\_\_  
Susan C. Patterson, City Attorney

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

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

Vicki McConnell, Finance Director

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

Beth T. Kelly, Finance Director

## FORM OF CONSTRUCTION CONTRACT

(PRIME CONTRACT(S))

THIS AGREEMENT made the 21st day of September in the year of 2020 by and between **ELLINGTON CONTRACTING, INC.** hereinafter called the Party of the First Part and **CHATHAM COUNTY**, hereinafter called the Party of the Second Part.

### WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; MWBE Program; General Conditions; Specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; certificate by the Office of the Finance Director of the County, and drawings, titled:

#### CHATHAM COUNTY – ANNEX PHASE 2 RENOVATIONS

Consisting of the following sheets:

Including, but not limited to -  
CS1.1; CS1.2; D1.1; A1.1; A2.1; A3.1; A4.1; A5.1;

A6.1; A7.1; A8.1; A9.1; A10.1; P1; P2; M1; M2; E1; E2; E2A; E3; E4; FA1; FA2; FA3  
Along with all specifications.

And the following addenda:

Addendum No.	<u>1</u>	Dated:	<u>7/31/2020</u>	Addendum No.	<u>2</u>	Dated:	<u>8/7/2020</u>
Addendum No.	<u>3</u>	Dated:	<u>8/11/2020</u>	Addendum No.	<u>4</u>	Dated:	<u>8/13/2020</u>

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within **180** consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in the Project Specifications and General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the Project broken down by the various divisions or part of the work and by calendar days. If the Party of the First Part fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Party of the First Part shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Party of the Second Part may give notice in writing, sent by certified mail, return receipt requested, to the Party of the First Part and his surety of such delay, neglect or default, specifying the same, and if the Party of the First Part within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Party of the Second Part shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified and notify the Party of the Second Part in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Party of the Second Part shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Party of the First Part, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Party of the Second Part, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Party of the First Part and surety. In case the expense so incurred by the Party of the Second Part shall be less than the sum which would have been payable under the contract, if it had been completed by said Party of the First Part, then the said Party of the First Part and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Party of the First Part and the surety shall be liable and shall pay to the Party of the Second Part the amount of said excess.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Five Hundred Twenty-Eight Thousand Thirty Four Dollars and Zero Cents

(\$ 528,034.00 ).

(Price Includes Alternates G1 thru G7)

Summary of Contract Award:

4. On or before the 30th day of each calendar month, the Party of the Second Part shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to reduce retainage requirements after 50 percent of the work has been satisfactorily completed on schedule.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

**E-VERIFY:**

Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). If Contractor or any Contractor's sub-contractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.



**DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:**

Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to NC G.S. 147-86.80 et al, and (b) it will not take any action causing it to appear on any such list during the term of the Contract Agreement.

**IRAN DIVESTMENT ACT CERTIFICATION:**

By acceptance of this Contract Agreement, Contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

**REQUIREMENT TO RECYCLE CERTAIN ELECTRONIC EQUIPMENT:**

Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written and without proof or accounting for other counterparts, this shall be deemed an original contract.

Witness:

Michael Boling

Isaac Ellington

Contractor: Ellington Contracting, Inc.

By: Isaac Ellington

Title: President

(Owner, Partner, or Corp. Pres. or Vice Pres. only)

CHATHAM COUNTY

Witness:

\_\_\_\_\_

By

: Karen Howard

Title

: Chatham County BOC Chair

### FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of  
Contracting  
Body: CHATHAM COUNTY

Amount of Bond: \_\_\_\_\_

Project CHATHAM COUNTY – ANNEX PHASE 2 RENOVATIONS

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

Title: \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice Pres.  
only)

\_\_\_\_\_  
(Surety Company)

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

Title: \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)

### FORM OF PAYMENT BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of  
Contracting  
Body: CHATHAM COUNTY

Amount of Bond: \_\_\_\_\_

Project CHATHAM TRANSIT BUILDING

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.



Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

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

Title  
: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

Countersigned:

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

Title: \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

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

Title: \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)

## Sheet for Attaching Power of Attorney

## Sheet for Attaching Insurance Certificates

**CERTIFICATION BY THE FINANCE DIRECTOR  
OF CHATHAM COUNTY**

Provision for the payment of money to fall due and payable by the \_\_\_\_\_  
\_\_\_\_\_ under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed \_\_\_\_\_  
Financial Officer



4545 W Brown Deer Road  
PO Box 245036  
Milwaukee, Wisconsin 53224-9536  
414-355-0400 | 800-876-3837  
[www.badgermeter.com](http://www.badgermeter.com)

September 2, 2020

Larry Bridges, Public Utilities Director  
Chatham County Utilities & Water Division  
964 East Street, 2<sup>nd</sup> Floor, Suite 205  
Pittsboro, NC 27312

**RE: Sole Source Information**

Dear Larry Bridges:

This letter will confirm that Badger Meter, Inc. is the sole manufacturer and direct supplier of Badger Meter utility products for Chatham County North Carolina.

In the event you have any questions regarding this correspondence, I can be reached by telephone at 800-876-3837 ext. 16220 or via email at [bids@badgermeter.com](mailto:bids@badgermeter.com).

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink that reads 'Rebecca L. Loomans'.

Rebecca L. Loomans  
Assistant Secretary



**GS 143-129** Procedure for letting public contracts.

**(e) Exceptions.** – The requirements of this Article do not apply to:

- (1) The purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment from: (i) the United States of America or any agency thereof; or (ii) any other government unit or agency thereof within the United States. The Secretary of Administration or the governing board of any political subdivision of the State may designate any officer or employee of the State or political subdivision to enter a bid or bids in its behalf at any sale of apparatus, supplies, materials, equipment, or other property owned by: (i) the United States of America or any agency thereof; or (ii) any other governmental unit or agency thereof within the United States. The Secretary of Administration or the governing board of any political subdivision of the State may authorize the officer or employee to make any partial or down payment or payment in full that may be required by regulations of the governmental unit or agency disposing of the property.
- (2) Cases of special emergency involving the health and safety of the people or their property.
- (3) Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.
- (4) Construction or repair work undertaken during the progress of a construction or repair project initially begun pursuant to this section.
- (5) Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas. These purchases are subject to G.S. 143-131.
- (6) **Purchases of apparatus, supplies, materials, or equipment when:** (i) performance or price competition for a product are not available; (ii) **a needed product is available from only one source of supply;** or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In the case of purchases by hospitals, in addition to the other exceptions in this subsection, the provisions of this Article shall not apply when: (i) a particular medical item or prosthetic appliance is needed; (ii) a particular product is ordered by an attending physician for his patients; (iii) additional products are needed to complete an ongoing job or task; (iv) products are purchased for "over-the-counter" resale; (v) a particular product is needed or desired for experimental, developmental, or research work; or (vi) equipment is already installed, connected, and in service under a lease or other agreement and the

governing body of the hospital determines that the equipment should be purchased. The governing body of a hospital shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.

- (7) Purchases of information technology through contracts established by the State Office of Information Technology Services as provided in G.S. 147-33.82(b) and G.S. 147-33.92(b).
- (8) Guaranteed energy savings contracts, which are governed by Article 3B of Chapter 143 of the General Statutes.
- (9) Purchases from contracts established by the State or any agency of the State, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the State contract.
- (9a) Purchases of apparatus, supplies, materials, or equipment from contracts established by the United States of America or any federal agency, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the federal contract.
- (10) Purchase of used apparatus, supplies, materials, or equipment. For purposes of this subdivision, remanufactured, refabricated or demo apparatus, supplies, materials, or equipment are not included in the exception. A demo item is one that is used for demonstration and is sold by the manufacturer or retailer at a discount.
- (11) Contracts by a public entity with a construction manager at risk executed pursuant to G.S. 143-128.1.
- (12) **(Repealed effective July 1, 2011)** Build-to-suit capital leases with a private developer under

### CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Elections Office

Department contract file name (use effective date): AsarumVentures\_BOE\_20200201

Project Code: Click here to enter text.

Contract type: Lease

Contracted Services/Goods: Lease

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Asarum Ventures LLC

Effective Date: 2/1/2021

Approved by: County Manager

Commissioner Approval Date:

Ending Date: 1/31/2023

Total Amount: \$108,000

Is this contract funded by federal dollars? Yes ☐ No ☒

2. Department Head or his/her designee has read the contract in its entirety.

By: \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed and approved the contract ☒

County Attorney has reviewed and rejects the contract ☐ Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes ☐ No ☒



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☒ No ☐

6. A budget amendment is necessary before approval. Yes ☐ No ☒

If budget amendment is necessary, please attach to this form.

7. Approval

☐ Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

☐ Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

#### Clerk's Office Only

☐ Finance Officer has signed the contract

☐ The Finance Officer is not required to sign the contract

## CHATHAM COUNTY

THIS LEASE ("Lease") is dated and made effective this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Asarum Ventures, LLC ("Landlord") whose mailing address is Post Office Box 357, Pittsboro, North Carolina 27312 and Chatham County ("Tenant") whose mailing address is Post Office Box 1809, Pittsboro, North Carolina 27312. Either the Landlord or the Tenant may be referred to herein as a "Party" or collectively as the "Parties".

**WITNESSETH:****LEASE OF PREMISES**

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for, and covenanted to be paid, kept, and performed by Tenant, leases and rents unto Tenant, and Tenant, for and in consideration of covenants, agreements, and stipulations hereinafter mentioned, provided for, and covenanted to be kept and performed by Landlord, hereby leases from Landlord and takes upon the terms and conditions which hereinafter appear, the following described office space (hereinafter called the "Premises"):

Suite D and Suite E-1 consisting of 3,000 rental square feet in the Platinum Commons Building (the "Building") located at 984 Thompson Street, Pittsboro, North Carolina 27312

Tenant shall have convenient ingress and egress to the Premises from all public streets and rights-of-way adjoining the property on which the Premises is located and the use of all common areas and facilities within the building in which the Premises is located ("Building"), and the use of the driveways and parking lot adjacent to the Building. In addition, Tenant shall have the exclusive use of five (5) parking spaces, one of which shall be an accessible space, and all of which shall in close proximity to the entrance to the Premise.

**TERM**

2. The Tenant shall have and hold the Premises for a term of two (2) years beginning on the 1<sup>st</sup> day of February, 2021 (the "Commencement Date"), and ending on the 31<sup>st</sup> day of January, 2023 at midnight, unless sooner terminated as hereinafter provided. Landlord hereby grants Tenant the right and option to extend this Lease for an additional term of one (1) year on the terms and provisions provided herein. Tenant shall exercise its option by providing Landlord written notice of the exercise of its option to extend the term not less than thirty (30) days prior to the end of the term.

**RENTAL**

3. Tenant agrees to pay Landlord \$18.00 per square foot for an annual total of \$54,000.00, payable in equal monthly installments of \$4,500.00 in advance on the first day of each calendar month during the term hereof at the address provided above.

## **LATE CHARGES**

4. If Landlord fails to receive any rent payment within fifteen (15) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to four percent (4%) of the overdue amount or \$50.00 whichever is greater, plus any actual bank fees incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

## **UTILITY BILLS**

5. (a) Landlord shall provide and pay for the following utilities: Water, Sewer  
(b) Tenant shall provide and pay for all utilities required by Tenant and not provided by Landlord.

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said Party's name. Landlord warrants that all utilities, including, without limitation, water, sewer, electricity, telephone, cable, internet, and other communication are available at the Premises upon the payment for metering, hook-up, or other customary charges paid by utility customers.

## **USE OF PREMISES**

6. The Premises shall be used by Tenant as office space to house the Chatham County Board of Elections or any other lawful purpose or purposes.

## **INDEMNITY; INSURANCE**

7. To the extent permitted by law, Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall, during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per occurrence, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this paragraph and naming Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease.

## **REPAIRS AND MAINTENANCE BY LANDLORD**

8. Landlord agrees to keep in good repair the roof, foundation, and exterior walls of the Premises (including all windows and exterior doors), the heating and air conditioning system serving the Building, and all underground utility and sewer pipes which serve the Building. Landlord shall not be required to make any repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees. Landlord shall also maintain the grounds around the Building, including the parking lot and all paved surfaces, the mowing of grass, care of shrubs, and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to maintain or repair. Landlord, to the extent permitted by law, shall indemnify and hold Tenant harmless from any liability, claim, demand, or cause of action arising on



account of Landlord's breach of this paragraph.

## **REPAIRS BY TENANT**

9. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain the interior of the Premises, except for the systems, utilities, pipes, and other items required to be maintained by Landlord. Tenant shall not be required to make any repairs rendered necessary by the negligence or intentional wrongful acts of Landlord, Landlord's agents, employees, or other tenants. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when first received; reasonable wear, tear, and damage excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers' or installers' warranty (provided copies of such warranties have been provided to Tenant) with relation to the Premises. Tenant, to the extent permitted by law, shall indemnify and hold Landlord harmless from any liability, claim, demand, or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

## **ALTERATIONS**

10. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a licensed contractor, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements made without Landlord's consent at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements not removed by Tenant shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease. Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

## **REMOVAL OF FIXTURES**

11. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

## **DESTRUCTION OF OR DAMAGE TO PREMISES**

12. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are not totally destroyed by such casualty, but in the reasonable judgment of Tenant are damaged to such an extent as not to be suitable for Tenant's effective use, then Tenant may at its option elect to terminate this Lease upon thirty (30) days' notice to Landlord. Should Tenant elect not to terminate this Lease, then the rental shall abate in such proportion as effective use of the Premises has been affected, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, and upon completion of such restoration, full rental shall recommence. Landlord shall maintain insurance coverage in an

amount sufficient to restore the Premises as provided in this Paragraph.

## **GOVERNMENTAL ORDERS**

13. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees, at Landlord's own expense, to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other Party, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate the necessity of compliance with such requirements by the Party giving the notice unless the other Party shall, before the termination becomes effective, pay to the Party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in a manner satisfactory to the Party giving notice, in which event this Lease shall continue and the Party obligated to comply with such requirements shall bring the Premises into compliance as soon as reasonably possible.

## **CONDEMNATION**

14. If the whole of the Premises, or such portion thereof in the reasonable judgment of Tenant as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither Party shall have any rights in any award made to the other Party by any condemnation authority.

## **EVENTS OF DEFAULT BY TENANT**

15. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

## **REMEDIES UPON DEFAULT BY TENANT**

16. Upon the occurrence of Event of Default, and provided Landlord is not in default under this Lease, Landlord may pursue any one or more of the following remedies separately or concurrently without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default within five (5) business days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Tenant fails to cure such default within fifteen (15) business days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant, and upon such termination shall be entitled to recover from Tenant such damages as may be permitted under applicable law; or (b) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall take all reasonable actions to mitigate damages by reason of Tenant's default.

## **DEFAULT BY LANDLORD**

17. The failure of Landlord to comply with or abide by and perform any obligation imposed upon Landlord under this Lease or applicable law shall constitute an Event of Default by Landlord and upon such Event of Default, Tenant, provided Tenant is not in default under this Lease, may excuse any and all remedies at law or in equity that it may have against Landlord as a result of such default, and in addition, shall have the right to recover such damages as Tenant may have suffered.

## **EXTERIOR SIGNS**

18. Tenant shall place no signs upon the outside walls or roof of the Premises that were not there on December 1, 2015, unless Tenant receives the express written consent of the Landlord, which consent shall not be unreasonably conditioned, delayed, or withheld. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by the installation, use or maintenance of said signs, and all damage incidents to removal thereof.

## **QUIET ENJOYMENT**

19. So long as Tenant observes and performs the covenants and agreements contained herein, Tenant shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder provided that the new owner or interest holder agrees in writing to accept each and every duty, obligation, and undertaking of Landlord hereunder and agrees to be bound by the terms of this Lease.

## **WAIVER OF RIGHTS**

20. No failure of Landlord or Tenant to exercise any power given to such Party hereunder or to insist upon strict compliance by the other Party of its obligations hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of Landlord or Tenant's right to demand exact compliance with the terms hereof.

## **ENVIRONMENTAL LAWS**

21. (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Safety Data Sheets (SDS Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any Hazardous Material. Hazardous Material means and includes any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

## **NOTICES**

22. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Landlord or Tenant at their respective addresses as shown at the beginning of this Lease. All notices shall be effective upon delivery. A Party may change its notice address upon written notice to the other Party, given as provided herein.

## **ENTIRE AGREEMENT**

23. This Lease contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the Parties hereto.


## **MEMORANDUM OF LEASE**

24. Upon request by either Landlord or Tenant, the Parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either Party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the Party requesting execution of same.

This Lease is a public document and subject to North Carolina Public Records Law.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals, the date and year first above written.

LANDLORD:

By:   
Daniel J. Schwalm, Member/Manager  
Asarum Ventures, LLC  
Post Office Box 357  
Pittsboro, North Carolina 27312

TENANT – CHATHAM COUNTY:

By: \_\_\_\_\_  
Dan LaMontagne, County Manager  
Chatham County  
Post Office Box 1809  
Pittsboro, North Carolina 27312

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

\_\_\_\_\_  
Vicki McConnell, Finance Director



**FY 2021 Budget Amendments**

**General Fund-Prior Year Rollover**

<b>Fund</b>	<b>Department/Division</b>	<b>Account Description</b>	<b>Revenue</b>	<b>Expense</b>	<b>Description</b>
General	Register of Deeds	Appropriated Fund Balance	15,426		FY 2020 Rollover Amendment
General	Register of Deeds	Supplies - General		15,426	Register of Deeds Automation Funding for Plat Cabinets
General	Cooperative Extension	Appropriated Fund Balance	37,110		FY 2020 Rollover Amendment
General	Cooperative Extension	Capital Outlay - Vehicles		37,110	Piedmont Truck - Vehicle Purchase
General	Social Services	Appropriated Fund Balance	24,336		FY 2020 Rollover Amendment
General	Social Services	Adoption Funds		24,336	Special Adoption Funds
General	Social Services	Appropriated Fund Balance	35,000		FY 2020 Rollover Amendment
General	Social Services	Pub Assist - Behavior Health MOE		35,000	County MOE Funds
General	Library	Appropriated Fund Balance	393		FY 2020 Rollover Amendment
General	Library	Donation Expenditures		393	Library Donations
General	Library	Appropriated Fund Balance	53,739		FY 2020 Rollover Amendment
General	Library	Library Materials-Donated		53,739	Friends Library Materials
General	Library	Appropriated Fund Balance	1,838		FY 2020 Rollover Amendment
General	Library	Library Materials-Donated		1,838	Johnson Trust Materials
General	Library	Appropriated Fund Balance	93,571		FY 2020 Rollover Amendment
General	Library	Donations Goldston		93,571	Goldston Donation-LB Hester Trust
General	Library	Appropriated Fund Balance	5,534		FY 2020 Rollover Amendment
General	Library	Donations Wren		5,534	Wren Library Donations
General	Library	Appropriated Fund Balance	137,209		FY 2020 Rollover Amendment
General	Library	Alston Funds		137,209	Alston Funds
General	Sheriff	Appropriated Fund Balance	13,694		FY 2020 Rollover Amendment
General	Sheriff	Youth Services		13,694	Youth Services Donations
General	Sheriff	Appropriated Fund Balance	65,841		FY 2020 Rollover Amendment
General	Sheriff	Special Projects		65,841	Civil Processing Fees
General	Sheriff	Appropriated Fund Balance	83,435		FY 2020 Rollover Amendment
General	Sheriff	Special Projects		83,435	Concealed Weapon Fees
General	Sheriff	Appropriated Fund Balance	16,560		FY 2020 Rollover Amendment
General	Sheriff	Donation Expenditures		16,560	Animal Control Donations
General	Sheriff	Appropriated Fund Balance	1,116		FY 2020 Rollover Amendment
General	Sheriff	Donation Expenditures		1,116	Animal Control Specific Purchase Donations
General	Sheriff	Appropriated Fund Balance	757		FY 2020 Rollover Amendment
General	Sheriff	MicroChip Program		757	Animal Control-MicroChip Program
General	Sheriff	Appropriated Fund Balance	35,696		FY 2020 Rollover Amendment
General	Sheriff	Capital Outlay - Vehicles		35,696	Insurance Reimbursement for Totaled Vehicle
General	Sheriff	Appropriated Fund Balance	34,379		FY 2020 Rollover Amendment
General	Sheriff	Prq - Grant Federal		34,379	State Criminal Alien Assistance Grant
General	Health	Appropriated Fund Balance	53,242		FY 2020 Rollover Amendment
General	Health	Saving Babies Campaign		53,242	Healthy Counties Challenge Funds
General	Health	Appropriated Fund Balance	12,000		FY 2020 Rollover Amendment
General	Health	Community Health Assessment		12,000	Community Health Assessment
General	Health	Appropriated Fund Balance	32,304		FY 2020 Rollover Amendment
General	Health	Kresge Foundation Grant		32,304	Kresge Foundation Grant
General	Health	Appropriated Fund Balance	4,642		FY 2020 Rollover Amendment
General	Health	Public Health Award		4,642	Public Health Award
General	Health	Appropriated Fund Balance	14,418		FY 2020 Rollover Amendment
General	Health	AFDO Grant-Environmental Hlth		14,418	AFDO Grant-Environmental Health
General	Health	Appropriated Fund Balance	12,054		FY 2020 Rollover Amendment
General	Health	UNC Diabetes		12,054	UNC Diabetes Grant
General	Health	Appropriated Fund Balance	423		FY 2020 Rollover Amendment
General	Health	Share Our Strength		423	Share Our Strength-Diabetes
General	Health	Appropriated Fund Balance	27,026		FY 2020 Rollover Amendment
General	Health	Minority Diabetes Prevention		27,026	Minority Diabetes Prevention
General	Health	Appropriated Fund Balance	64,041		FY 2020 Rollover Amendment
General	Health	CS Innovation Grant		64,041	CS Innovation Grant
General	Health	Appropriated Fund Balance	80,057		FY 2020 Rollover Amendment
General	Health	COVID-19 Funds		80,057	COVID-19 State Funds
General	Emergency Operations	Appropriated Fund Balance	27,841		FY 2020 Rollover Amendment
General	Emergency Operations	Progress Energy Funds		27,841	Progress Energy Funds
<b>Total General Fund Budget Increase (Decrease):</b>			<b>983,682</b>	<b>983,682</b>	
<b>FY21 General Appropriated Fund Balance:</b>			<b>4,777,832</b>		
<b>Additional Appropriation with Amendments:</b>			<b>983,682</b>		
<b>FY21 Total General Appropriated Fund Balance:</b>			<b>5,761,514</b>		

**General Fund**

<b>Fund</b>	<b>Department/Division</b>	<b>Account Description</b>	<b>Revenue</b>	<b>Expense</b>	<b>Description</b>
General	Sheriff	State Funds	23,918		Sheriff State Grant for Inflatable Flotation Devices
General	Sheriff	Prq - Grant Exp State		23,918	
General	Health	Other Agencies	75,000		Cross-Sector Innovation Initiative Grant
General	Health	PRG - CS Innovation Grant		75,000	
General	Emergency Management	Emergency Mgmt Grant	12,695		Emergency Management Performance Grant
General	Emergency Management	PRG - Grant Federal		12,695	CFDA # 97.042
General	Library	Additional State Funds	17,881		Library State Grant
General	Library	PRG - Grants		17,881	
<b>Total General Fund Budget Increase (Decrease):</b>			<b>129,494</b>	<b>129,494</b>	

**FY 2021 Budget Amendments**

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
Utility	Utility	Appropriated Fund Balance	49,128		FY 2020 Rollover Amendment
Utility	Utility	Capital Outlay - Vehicle		49,128	Modern Automotive - Vehicle Purchase
<b>Total Utility Fund Budget Increase (Decrease):</b>			<b>49,128</b>	<b>49,128</b>	
<b>FY21 Utility Appropriated Fund Balance:</b>			<b>1,662,340</b>		
<b>Additional Appropriation with Amendments:</b>			<b>49,128</b>		
<b>FY21 Total Utility Appropriated Fund Balance:</b>			<b>1,711,468</b>		

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
Solid Waste	Solid Waste	Appropriated Fund Balance	213,000		FY 2020 Rollover Amendment
Solid Waste	Solid Waste	Capital Outlay - Vehicle		213,000	Collection Center Repairs
<b>Total Utility Fund Budget Increase (Decrease):</b>			<b>213,000</b>	<b>213,000</b>	
<b>FY21 Solid Waste Appropriated Fund Balance:</b>			<b>-</b>		
<b>Additional Appropriation with Amendments:</b>			<b>213,000</b>		
<b>FY21 Total Solid Waste Appropriated Fund Balance:</b>			<b>213,000</b>		

FY2021 Contingency Transfers

<u>Fund</u>	<u>Department/Division</u>	<u>Account Description</u>	<u>Revenue</u>	<u>Expense</u>	<u>Description</u>
General	Court Related	Contingency		(38,413)	
General	Court Related	PRG - DJJDP		38,413	JCPC County Match
Total Transfers from Contingency:				<u>38,413</u>	

**AMENDMENT 1**  
**of the**  
**INTERLOCAL AGREEMENT BETWEEN**  
**CHATHAM COUNTY AND THE CITY OF DURHAM**  
**RESPECTING WATER SALES**

The INTERLOCAL AGREEMENT BETWEEN CHATHAM COUNTY AND THE CITY OF DURHAM RESPECTING WATER SALES (the "Agreement") entered into on August 21, 2008, by and between the County of Chatham ("Chatham"), a N. C. body politic and corporate, and the City of Durham, ("Durham"), a North Carolina municipal corporation, is amended pursuant to Section 22 of the Agreement as follows (this amendment shall be referred to herein as Amendment 1):

The following paragraph and sub-paragraph fully replace the corresponding paragraph and sub-paragraph in the Agreement:

4. Duration. This Agreement shall take effect at 12:01 AM on July 1, 2008. Its duration shall continue until the date that the Regional Water Treatment Facility on the west side of B. Everett Jordan Lake is fully operational, producing treated water, and pumping that treated water to the Chatham County distribution system. The governing body of each Unit has determined that duration to be reasonable.

15. Committed Water Sales from Durham to Chatham.

(b) The Actual Daily Amount referred to in subsection (a) shall be within the ranges shown in the following table:

Period For Sales	Durham's water sales commitment	Maximum Actual Daily Amount in MGD
4-1-2009 through 3-31-2011	0 – 1 MGD	1
4-1-2011 through 3-31-2013	0 - 2 MGD	2
4-1-2013 through 3-31-2015	0 - 3 MGD	3
4-1-2015 through the date that the Regional Water Treatment Facility on the west side of B. Everett Jordan Lake is fully operational, producing treated water, and pumping that treated water to the Chatham County distribution system.	0 - 4 MGD	4

Paragraph 24 is added to the Agreement as a new paragraph:

24. E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) 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 NCGS.

With the exception of the replaced paragraph and sub-paragraph, the remaining Paragraphs of the Agreement, with the replacements and the addition, shall remain in full force and effect.

By signing below, the parties hereto certify that they have read the entire contents of this Amendment 1; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing Amendment 1; fully understand the provisions set forth in Amendment 1 and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of Amendment 1.

IN WITNESS WHEREOF, the City of Durham and the County of Chatham have entered into Amendment 1 on \_\_\_\_\_, 2020, under seal themselves or by their respective duly authorized agents or officers.

**ATTEST:**

**CITY OF DURHAM**

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

preaudit certificate, if applicable \_\_\_\_\_

**ATTEST:**

**CHATHAM COUNTY**

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

preaudit certificate, if applicable \_\_\_\_\_

## INTERLOCAL AGREEMENT BETWEEN CHATHAM COUNTY AND THE CITY OF DURHAM RESPECTING WATER SALES

This agreement ("this Agreement") is made, dated, and entered into this 21<sup>st</sup> day of August 2008, between the County of Chatham ("Chatham"), a N. C. body politic and corporate, and the City of Durham, ("Durham"), a North Carolina municipal corporation.

**BACKGROUND.** Chatham and Durham are parties to the following agreement, which expires on September 30, 2010: Agreement between Chatham and Durham Establishing Conditions for the Purchase of Water, dated October 25, 1999, as amended by Amendment No. 1 to Agreement between Chatham and Durham Establishing Conditions for the Purchase of Water, dated July 30, 2003. This Agreement will terminate that 1999 agreement as amended and replace it with a new agreement.

1. Termination of Existing Agreement. The following is terminated: Agreement between Chatham and Durham Establishing Conditions for the Purchase of Water, dated October 25, 1999, as amended by Amendment No. 1 to Agreement between Chatham and Durham Establishing Conditions for the Purchase of Water, dated July 30, 2003.

2. Purposes of this Agreement. This Agreement is intended to make arrangements for Chatham and Durham to continue to assist each other in meeting the water needs of their citizens and other local governments. It is also intended to make arrangements for Chatham and Durham to provide mutual support through the sale or exchange of water to each other, both in the normal course of operating and in the event of a water supply emergency in Chatham or Durham. It is also intended to establish terms for the purchase of water by either Unit; and provide for other related matters.

3. Definitions. The following definitions apply to this Agreement except where the context does not allow.

<i>Term or expression</i>	<i>Meaning or usage</i>
"deficient quantity"	refers to supplying less water than requested or required
"Designated Representative"	the individual named in writing from time to time by Durham and Chatham respectively to call on the other Unit to supply water pursuant to section 6. A Unit may name more than one Designated Representative with authority to so act
"facilities"	equipment, fixtures, and structures for the transmission of water, including lines, mains, meters, pumps, and valves
"include," "including," etc.	include, including, etc. without limitation
"middleman"	any person operating a water utility through whose facilities water moves from a seller of water to a buyer of the water. The water utility may be a Unit.
"person"	Includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities
"Service"	water service
"shall"	is mandatory
"substandard quality"	water that is not in compliance with applicable State or Federal standards, laws, orders, and regulations relating to drinking or potable water.
"third party"	any person other than Chatham and Durham
"Unit"	Chatham or Durham
"water"	potable water. This definition does not limit the provisions of section 16 (Indemnification)

4. Duration. This Agreement shall take effect at 12:01 AM on July 1, 2008. Its duration shall continue until midnight on June 30, 2028. The governing body of each Unit has determined that duration to be reasonable.



5. Installing facilities in other's Service areas. This Agreement does not prohibit either Unit from installing facilities within the Service area of the other Unit for the purpose of serving the installing Unit's customers. These facilities shall not be used to serve customers located within the other Unit's Service area, except by written agreement of the managers of Chatham and Durham. The Durham city manager has authority to make such agreements on behalf of Durham, and the Chatham county manager has authority to make such agreements on behalf of Chatham. Such written agreements are intended solely to allow for extremely limited service or temporary service, and shall not be used to permanently alter the boundary line, which may be altered only pursuant to written agreement as allowed by other provisions of this Agreement. The facilities installed pursuant to this section shall not be subject to section 8(a) (Ownership of Facilities).

6. One Unit is buyer and the other Unit is seller. (a) Whenever either Unit, through its Designated Representative, notifies the other Unit that it desires to buy water and states the desired quantity (the "Amount Requested"), the notified Unit shall sell the Amount Requested to the requesting Unit, subject to subsection (c). The Amount Requested shall be stated in units of millions of gallons per day and shall be no greater than the amount of water that can be supplied by the interconnection infrastructure. The notification may be oral but shall be followed up promptly with a written verification pursuant to section 18 (Notice).

(b) The water may be supplied by direct interconnection between the Units' systems, or if agreed to by the Units, through one or more middlemen. In the latter case, the Units recognize that appropriate agreements with middlemen will be needed.

(c) The seller shall use its best efforts to supply the Amount Requested. Section 13 (Right to Suspend or Reduce Supply of Water) addresses the right of the seller to supply less than the Amount Requested.

(d) The buyer shall pay the seller for the water that is supplied. Section 10 (Water Charges and Billing) addresses payment matters.

7. One Unit is buyer or seller and the other Unit acts as a middleman. (a) When a Unit (the requesting Unit), through its Designated Representative, its county or city manager, or the director of the department that treats water to make it potable for sale to that Unit's residents, notifies the other Unit (the middleman Unit or prospective middleman Unit) that the latter Unit is to act as a middleman for the transmission of water, the prospective middleman Unit shall allow its water system to be so used. The requesting Unit may be the seller of the water to a third party or it may be the buyer of the water from a third party. There may be one or more additional middlemen for any of these transactions. For instance, in one transaction, Chatham may be the seller, Durham and two other third parties may be middlemen, and another third party may be the buyer.

(b) This Agreement does not require the prospective middleman Unit to spend money or use other resources of the Unit to make connections or otherwise change its facilities to accommodate any interconnection to facilitate the transmission.

(c) If water is supplied to a Unit acting as a middleman, and if the other Unit as seller has designated an amount of water that it intends the middleman Unit to transmit to another middleman or to the buyer, it is agreed that the Unit acting as a middleman shall transmit an amount that closely approximates the designated amount. The Unit acting as a middleman shall use its best efforts to transmit that water but only if the quality of the water is satisfactory, the conveyance does not negatively impact the middleman's service to its customers and the buyer is in compliance with the terms of its contract with the middleman Unit, including payment.

(d) When a Unit is seller of water and the other Unit is a middleman, the seller shall not look to the middleman Unit for payment for the water.

(e) If the requesting Unit is to be the buyer of the water, the prospective middleman Unit shall not be required to act as middleman until it has entered into an agreement with the buyer or some other person,

which agreement must be satisfactory to the parties thereto, to compensate the middleman Unit for its costs of transmitting the water. Those costs may include construction of facilities, pumping, valve operation, meter-reading, flushing, treatment, and administration of the transmission.

(f) If the requesting Unit is to be the seller of the water, the prospective middleman Unit shall not be required to act as middleman until it has entered into an agreement with the buyer or some other person, which agreement must be satisfactory to the parties thereto, to compensate the middleman Unit for its costs of transmitting the water. Those costs may include construction of facilities, pumping, valve operation, meter-reading, flushing, treatment, and administration of the transmission.

8. Ownership of Facilities. (a) Durham shall become the owner of and be responsible for the operation and maintenance of all facilities located on the Durham side of the interconnection points. Chatham shall own and be responsible for the operation and maintenance of all facilities located on the Chatham side of the interconnection points. See section 5 (Installing facilities in Service areas) and other subsections of this section for exceptions.

(b) Durham and Chatham shall agree as to ownership and maintenance of interconnection facilities. The Durham city manager has authority to make such agreements on behalf of Durham, and the Chatham county manager has authority to make such agreements on behalf of Chatham, provided that the agreements shall make the decision as to ownership and maintenance so as to allow for economical and efficient operation of the interconnection facilities.

(c) Durham shall be responsible for the operation and maintenance of the meter, located within the interconnection facilities, which supplies water to Chatham. Chatham shall be responsible for the operation and maintenance of the meter, located within the interconnection facilities, which supplies water to Durham. The ownership and maintenance of any bi-directional meter which could serve either Chatham or Durham will be as agreed in an agreement between the Units. The Durham city manager has authority to make such agreements on behalf of Durham, and the Chatham county manager has authority to make such agreements on behalf of Chatham, provided that the agreements shall make the decision as to ownership and maintenance so as to allow for economical and efficient operation of the interconnection facilities.

(d) Notwithstanding subsection (a), it is agreed that Chatham or Durham may build, in the other Unit's system, facilities that facilitate the transfer of water to the building Unit's water system, but only if those facilities are first approved by that other Unit and are built according to specifications required for the system where those facilities are constructed. The Unit that builds such facilities shall own them and shall maintain them in good working order.

9. Water Use Restrictions. During any time that a Unit has water use restrictions in effect and is supplying water to the other Unit as buyer pursuant to this Agreement, the buyer-Unit shall impose restrictions at least equal to those being imposed by the seller, or the seller may withhold some or all of the Amount Requested until such restrictions are placed into effect. The water use restrictions referred to in this section include permanent water use restrictions and include voluntary restrictions.

10. Water Charges and Billing

(a) Rate. The price that either Unit as buyer shall pay the other Unit as seller shall be the same water rate, metered in units of hundred cubic feet (CCF). The rate shall be Durham's Tier 1 base single-family residential rates in effect at the time the water service is furnished. If Durham changes its rate structure so that it no longer has a rate that is a base single-family residential rate, the rate that is applied to most residential households in the Unit will be deemed to be its base single-family residential rate. For purposes of that determination, a household is the person being billed for water.

(b) Billing/Payment. Each Unit when acting as a buyer shall pay the Unit acting as seller for water received as a buyer. The selling Unit shall invoice the buying Unit on a monthly basis. The buyer shall add a late payment fee of one (1%) percent per month to the amount due for any payment made more than 20 days after the billing date.

(c) Payment Options. This subsection (c) applies to transactions under this Agreement in which the Units are the buyer and the seller; that is, neither Unit is a middleman. In this subsection (c), a Unit is a "debtor" when the outstanding balance for its purchases of water from the other Unit exceeds the outstanding balance for its sales of water to the other Unit. Purchases and sales shall be offset against each other in order to calculate the net balance.

(i) Except as provided by subsection (ii) and subsection (iii), the Unit that is the debtor shall have the option to supply water to the other Unit instead of money to pay some or all of the net balance. Any such payments by water instead of money shall not be subject to subsection (b).

(ii) When the net balance exceeds \$100,000, the option described in subsection (ii) shall apply to the portion above \$100,000 only to the extent that the Units agree. In the absence of such an agreement, the debtor shall make monetary payment, instead of by use of subsection (i), of the entire net balance. The Durham city manager has authority to make such agreements on behalf of Durham, and the Chatham county manager has authority to make such agreements on behalf of Chatham.

(iii) By each June 30, each unit shall pay to the other Unit all net balances existing on each June 10. Payment made within that 20-day period shall be made pursuant to subsection (i) or by monetary payment.

11. Intermittent Water Sales. Chatham and Durham recognize that, from time to time, each Unit may need water because of changes in operation, installation of facilities, emergencies, or problems. Under these circumstances, the Durham city manager has authority to make agreements to sell or to buy water on behalf of Durham, and the Chatham county manager has authority to make agreements to sell or to buy water on behalf of Chatham. The authority of the respective managers to make those agreements applies only to the extent that the buying Unit is acting expeditiously to take care of the situation, but in any event, no such agreement may last longer than one year.

12. Determination of Quantity Supplied. The amount of water a Unit as seller supplies to a Unit as buyer for which the buyer shall pay the seller shall be measured by the seller's meter located at or near the interconnection point between the seller and buyer's systems. The seller shall read the meter at least monthly and promptly report the readings to the buyer. When Unit as buyer receives water through a designated third party middleman, the quantity of water supplied shall be as determined by agreement between the buyer and the third party middleman.

13. Right to Suspend or Reduce Supply of Water.

(a) Either Unit acting as seller may withhold, reduce, or suspend the supply of water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Unit-seller determines reduce the amount of water available for sale or the Unit-seller's ability to supply such water.

(b) A Unit acting as seller may suspend supplying water to the buyer as long as the buyer is in breach of its obligation to pay the seller for water.

(c) A Unit acting as middleman may withhold, reduce, or suspend the transmission of water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Unit-seller determines reduce the middleman's ability to transmit such water.

(d) A Unit acting as seller or buyer in a transaction where the other Unit is acting as middleman may withhold, suspend, or terminate supplying water at any time without liability to the Unit acting as middleman for such suspension or termination.

(e) A Unit acting as buyer may require the Unit acting as seller to withhold, reduce, or suspend supplying water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Unit-buyer determines reduce the amount of water needed by the buyer or the buyer's ability to receive the water.

14. Regulatory Compliance.

(a) Selling Unit responsible for treatment of water. A Unit that supplies water to the other Unit as buyer understands that the buying Unit is not expected to treat the water before it is consumed by the buying Unit's customers. When a Unit as seller supplies water to the other Unit as buyer, the seller shall be responsible for securing all necessary Federal and State approvals and for compliance with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the quality and treatment of the water.

(b) Buying Unit responsible for transfer. When a Unit as seller supplies water to the other Unit as buyer, the buyer shall be responsible for securing all necessary Federal and State approvals and for compliance with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the transfer of the water.

(c) Prospective middleman may require assurances. When a Unit as buyer or seller requests the other Unit to act as middleman, the middleman Unit may require the requesting Unit or the third party seller or buyer to be responsible for securing all necessary Federal and State approvals and for compliance with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the transfer of the water. If the prospective middleman Unit does not obtain an agreement that it finds to be satisfactory, it may refuse to act as middleman.

15. Committed Water Sales from Durham to Chatham

(a) By each March 1, the Chatham County Manager or designee shall notify the Durham City Manager or designee the daily quantity of water that Chatham will commit to buy from Durham for the following year (that is, beginning the immediately following April 1), and Durham will commit to sell to Chatham the following year. The Durham city manager has authority to make such agreements on behalf of Durham, and the Chatham county manager has authority to make such agreements on behalf of Chatham. That quantity, stated as millions of gallons per day (MGD), is the "Actual Daily Amount." The Maximum Actual Daily Amount that Durham will commit to sell Chatham is specified in column 3 of the table in subsection (b). In any given year, the Actual Daily Amount that Durham commits to sell to Chatham, in the annual determinations referred to in the first sentence of this subsection (a), may vary as specified in column 2 of the table in subsection (b). The sales under this subsection (a) shall cease at the earlier of when (i) a second water intake on the western shore of Jordan Lake is put in operation and an associated water treatment plant is put in service, or (ii) Chatham completes an expansion of its water treatment plant and main transmission line. If the Chatham County Manager ( or designee) fails to notify the Durham City Manager (or designee) by any March 1, the default Actual Daily Amount for the following year (that is, beginning the immediately following April 1) shall be the Actual Daily Amount from the current year. The Managers have the authority to reach an agreement within the limits of stated in column 2 when any March 1 deadline is missed.

(b) The Actual Daily Amount referred to in subsection (a) shall be within the ranges shown in the following table:

Period For Sales	Durham's water sales commitment	Maximum Actual Daily Amount in MGD
4-1-2009 through 3-31-2011	0 – 1 MGD	1
4-1-2011 through 3-31-2013	0 -2 MGD	2
4-1-2013 through 3-31-2015	0 -3 MGD	3

4-1-2015 through 3-31-2028	0 -4 MGD	4
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(c) In supplying water under this section 15, Durham shall not be required to supply water at a gallons/minute rate greater than the Actual Daily Amount (gallons/day) divided by 1440 (minutes/day).

(d) For all sales from Durham to Chatham made under this section 15, Durham may not withhold, reduce, or suspend the supply of water except temporarily in the event of emergency, such as equipment problems. In case of actions taken pursuant to the preceding sentence, Durham shall immediately notify Chatham of the action and shall make every reasonable effort to address the situation, as quickly as possible, so that it may cease the action taken pursuant to the preceding sentence.

16. Indemnification.

(a) As used in this section 16:

(1) Definitions. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" are the non-indemnifying Unit's officers, officials, independent contractors, agents, and employees, excluding the indemnifying Unit.

(2) Survival. This section 16 (Indemnification) shall remain in force despite termination of this Agreement, whether by expiration of the term or otherwise.

(3) Limitations of the indemnifying Unit's obligation. If this section 16 is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then this section 16 shall not require the indemnifying Unit to indemnify or hold harmless the other Unit or its Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the non-indemnifying Unit or Indemnitees.

(b) A Unit that breaches this Agreement or is negligent in performing under this Agreement shall defend, indemnify, and save harmless the other Unit and Indemnitees for Charges arising from the breach or such negligence.

17. No third party beneficiaries. This Agreement is intended for the benefit of Chatham and Durham and not any other person.

18. Notice. (a) Unless otherwise stated in this Agreement, all notices referred to in this Agreement shall be in writing and shall be given either by personal delivery, email, fax, or certified United States mail, return receipt requested, addressed as follows:

To Durham:

Director of Water Management

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919) 560-4479.

If the sender uses email, the sender is responsible for ascertaining the name and email address of the then-current director. At the time of the making of this Agreement, email to the director is to be addressed to both of the following: [vicki.westbrook@durhamnc.gov](mailto:vicki.westbrook@durhamnc.gov) and [don.greeley@durhamnc.gov](mailto:don.greeley@durhamnc.gov)

To Chatham:

Chatham County Manager

Chatham County  
P.O. Box 1809  
Pittsboro, NC 27312

The fax number is (919)542-8272

At the time of the making of this Agreement, email to the county manager and his alternate are the following: [charlie.horne@chathamnc.org](mailto:charlie.horne@chathamnc.org) – alternate email: [david.hughes@chathamnc.org](mailto:david.hughes@chathamnc.org)

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either Unit by notice given to the other Unit. A notice shall be deemed given at the time of actual delivery, if it is personally delivered or sent by email or fax, unless the sender's email system or fax indicates that the email or fax was not received. If the notice is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which it is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

19. Appointment of Personnel. The Durham City Manager shall designate persons to carry out Durham's obligations under this Agreement. The Chatham County Manager shall designate persons to carry out Chatham's obligations under this Agreement.

20. Forum and venue. Unless the Units otherwise agree, the sole forum and venue for all litigation arising out of this Agreement shall be in the county of the Unit named as defendant, in the North Carolina General Court of Justice. The Durham city manager has authority to make such agreements on behalf of Durham, and the Chatham county manager has authority to make such agreements on behalf of Chatham.

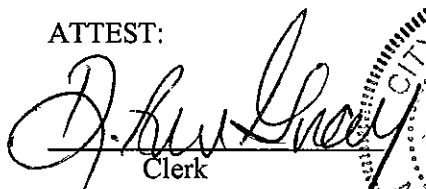
21. Principles of Interpretation. In this Agreement, unless the context requires otherwise: (a) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation, as adopted from time to time. References to contracts and agreements shall be deemed to include all amendments to them, as adopted from time to time. (b) References to a "Section" or "section" shall mean a section of this agreement. (c) Titles of sections and paragraphs in this Agreement are for convenience only, and shall not be construed to affect the meaning of this Agreement.

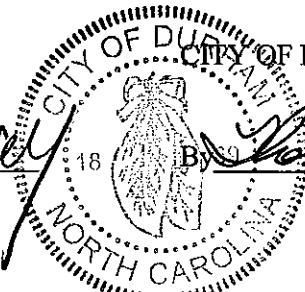

22. Amendments. Entire Agreement. Before amending this agreement, each Unit shall, if required by applicable law, give notice, conduct a public hearing, and adopt an ordinance. A modification of this Agreement is not valid unless signed by both Units and otherwise in accordance with requirements of law. Further, a modification is not enforceable against Durham unless the City Manager or a deputy or assistant City Manager signs it for Durham. A modification is not enforceable against Chatham unless the County Manager or a deputy or assistant County Manager signs it for Chatham.

23. Termination. This Agreement may be terminated by written agreement of both Units. Either Unit may terminate this Agreement because of substantial breach of this Agreement by the other Unit provided that the terminating Unit has given 90 days' written notice to the breaching Unit and the breaching Unit has not cured the breach during that period. This section 23 does not limit the rights to enforce this Agreement through any other action or remedy. Whether this Agreement terminates as provided in section 4 (Duration) or earlier, it is agreed that on termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

IN WITNESS WHEREOF, Durham and Chatham have caused this Agreement to be executed by their duly authorized respective officers.

ATTEST:

  
Clerk

   
City Manager 8/19/08



ATTEST:

CHATHAM COUNTY

Sandra B. Sublett  
Clerk

By Chad J. [Signature]

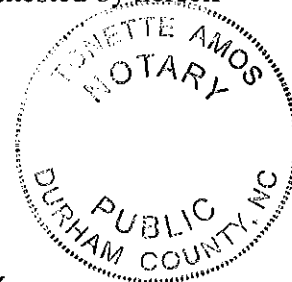
**ACKNOWLEDGMENT BY CITY OF DURHAM**

State of North Carolina

County of Durham

I, a notary public in and for the aforesaid county and state, certify that D. Ann Gray personally appeared before me this day, and acknowledge that she is Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by herself as its said City Clerk or Deputy City Clerk.

This the 21 day of Aug, 2008



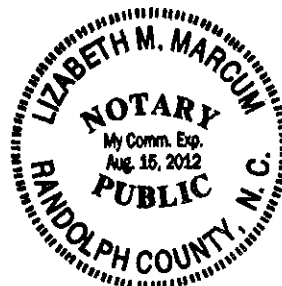
**ACKNOWLEDGMENT BY CHATHAM COUNTY**

State of North Carolina

County of Chatham

I, a notary public in and for the aforesaid county and state, certify that Sandra B. Sublett personally appeared before me this day, and acknowledge that she is Clerk of the County of Chatham, and that by authority duly given and as the act of the County, the foregoing contract was signed in its corporate name by its County Manager, sealed with its corporate seal, and attested by herself as its said County Clerk.

This the 15<sup>th</sup> day of July, 2008  
Lizabeth M. Marcum



*INTERLOCAL AGREEMENT BETWEEN CHATHAM COUNTY AND THE CITY OF DURHAM  
RESPECTING WATER SALES, PAGE 9 of 9*

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

This the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
City of Durham Finance Officer

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

This the 9 day of July, 2008.

Vicki McConnell  
Chatham County Finance Officer

CHATHAM COUNTY BOARD OF COMMISSIONERS  
RESOLUTION  
APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT  
BETWEEN CHATHAM COUNTY AND THE CITY OF DURHAM

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, on August 21, 2008, Chatham County (“Chatham”) and the City of Durham (“Durham”) entered into an interlocal agreement respecting water sales; and

WHEREAS, Chatham and Durham now desire to amend the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the Chatham County Board of Commissioners that the attached Amendment 1 of the Interlocal Agreement between Chatham County and the City of Durham Respecting Water Sales is hereby approved, that the County Manager is hereby authorized to execute such Amendment in substantially the form attached to this Resolution, and that this Resolution shall be spread upon the minutes.

Approved the 21<sup>st</sup> day of September, 2020