# FRANKLIN COUNTY
# BOARD OF COMMISSIONERS

Monday
May 4, 2020

**Due to the COVID-19 pandemic, the meeting will be held solely by electronic means. Please see below for detail.**

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The public will not be allowed to physically attend this meeting; however, the meeting will be livestreamed on YouTube at http://franklincounty.today. Citizens may also view or listen to the meeting via Zoom.

**Join Zoom Meeting**
https://us02web.zoom.us/j/93448187983

**Join Via Telephone**
1-312-626-6799
1-646-558-8656

**Webinar ID:** 934 4818 7983

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6:55 P.M. - Season of Prayer - Commissioner Cedric Jones

7:00 P.M. - Official Meeting Begins - Call to Order

Pledge of Allegiance

**Roll Call – Chairman Sidney Dunston**

**1. CONSENT AGENDA**

A. March 16, 2020 Minutes
B. April 6, 2020 Minutes
C. April 20, 2020 Minutes
D. Budget Ordinance Amendment #5 (Pursuant to North Carolina General Statute 159-15, the County Finance Officer is requesting a budget ordinance amendment in the amount of $2,013,762.)
E. Emergency Medical Services Week Proclamation
F. Telecommunicator's Week Proclamation
G. Older Americans Month 2020 Proclamation
H. 2020 Clerks Week Proclamation
I. Drinking Water Week Proclamation

**2. COMMENTS FROM THE PUBLIC**

This is the time set aside by the Board of Commissioners to allow individuals to address the Board on issues concerning the county.

Members of the public who would like to make public comments MUST register by emailing publiccomments@franklincountync.us before 12:00 pm (noon) on Monday, May 4, 2020. You must include your name, address, comment topic, phone number you will be calling from and email address. You will be recognized (by video or phone call using the instructions listed at the beginning of this agenda) for comments in the order that you registered. The time limit for each speaker shall be five minutes with a total time limit set aside for informal public comments totaling 30 minutes. Vulgarity and abusive comments will not be tolerated.

**3. UPDATE: COVID-19**

Health Director Scott LaVigne will provide an update on the pandemic.

**ACTION REQUESTED:** None.

**4. BUDGET UPDATE**

County Manager Angela L. Harris will provide an update on the budget for FY 2020/2021.

**ACTION REQUESTED:** No action requested.

**5. EARLY COLLEGE HIGH SCHOOL PROGRAM**

The Franklin County Early College High School Program has provided an expanded educational opportunity for many Franklin County high school students. The success of the program has increased demand and therefore a solution for expansion has been developed in partnership with Vance Granville Community College (VGCC) and Franklin County Schools. The VGCC Board of Trustees has endorsed their willingness to allow the Franklin County School System to use Building 5 on the campus of VGCC in Franklin County to house the program. VGCC and FCS have developed a plan to fund any upgrades or changes needed to ensure the space is appropriate for Early College Operations. As part of the VGCC endorsement, VGCC has requested the use of the current Early College High School facility until additional capital construction can be funded by Franklin County. VGCC President, Dr. Rachel Desmarais and FCS Superintendent, Dr. Rhonda Schuhler will provide additional details on this expanded opportunity.

**ACTION REQUESTED:** Consider approval.

**6. DISTRIBUTION OF FUNDS FROM TRIANGLE NORTH FRANKLIN**

Triangle North Franklin, as one of the four parks in the Kerr-Tar Hub Zone, has an Interlocal Agreement with the participating parks in Vance, Warren and Granville. Per the Interlocal Agreement for the Kerr-Tar Hub Zone, the incremental tax revenues from all ad valorem taxes on real and personal property that is part of any Triangle North site, are to be remitted to the HUB nonprofit, the Kerr-Tar Regional Economic Development Corporation (KTREDC). The incremental tax revenues are then disbursed equally among the parks by the Kerr-Tar Regional Economic Development Corporation. Triangle North Franklin, based on information from the Franklin County Tax Administrator, Dan

Williams, has an outstanding incremental tax revenue of $27,202.40 due to the Kerr-Tar Regional Economic Development Corporation. We respectfully request approval to provide these funds to KTREDC in the amount of $27,202.40 for subsequent distribution to Triangle North Franklin, Warren, Granville and Vance.

**ACTION REQUESTED:** Consider approval to disburse funds to KTREDC.

**7. TRIANGLE NORTH EXECUTIVE AIRPORT RUNWAY/TAXIWAY/APRON REHABILITATION (DESIGN/BID)**

Triangle North Executive Airport (TNEA) has been awarded a $513,000 aviation grant by the North Carolina Board of Transportation. This project will be to design and bid the rehabilitation of the airfield pavement to include runway, taxiways, and apron areas. Additionally, the geometry will be revised to meet current FAA standards. With this $513,000.00 grant award, TNEA requests the approval of a local match of $57,000.00 (10% as required by the federal grant) for this (design/bid) grant and provide the authority to the County Manager to execute the grant agreement and work authorization.

**ACTION REQUESTED:** Consider approval of local match of $57,000 for Airport's airfield pavement rehabilitation (design/bid) grant and provide authority to County Manager to execute the grant agreement and work authorization.

**8. NEW PSAP BUILDING ARCHITECT CONTRACT**

County Staff and Mission Critical Partners, LLC have negotiated with SCHRADERGROUP to provide architectural and engineering services for the New PSAP Building. Mission Critical Partners, LLC recommends executing a contract with SCHRADERGROUP for these services.

**ACTION REQUESTED:** Authorize County Manager to execute a contract with SCHRADERGROUP to provide architectural and engineering services for the New PSAP Building.

**9. OTHER BUSINESS**

**10. BOARD, MANAGER AND CLERK'S COMMENTS**

This is the time set aside for the Board of County Commissioners, the County Manager, and the Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

**11. CLOSED SESSION**

The Board is asked to conduct a closed session pursuant to North Carolina General Statute **143-318.11 (a) (3) Attorney-Client Privileged Communication**

**March 16, 2020**

The Board of Commissioners of Franklin County, North Carolina, met for its Regular Meeting at 7:00 P.M. in the Commissioner's Conference Room located in the County Administration Building with the following Commissioners present: Chairman Sidney E. Dunston, Vice-Chair Shelley Dickerson, Harry L. Foy, Jr., Mark Speed, Cedric K. Jones, Sr. and Michael Schriver. Commissioner David Bunn was absent.

*Please note this agenda was abbreviated from the original agenda due to precautions taken due to the Corona Virus.*

Chairman Dunston called the meeting to order and asked the Board to consider approval of the consent agenda.

Commissioner Jones made a motion to approve the consent agenda. The motion was seconded by Commissioner Foy and duly carried approval with all present voting "AYE."

The items approved are as follows.

**1. CONSENT AGENDA**

A. Proclamation of a State of Emergency
B. February 17, 2020 Minutes
C. Releases, Adjustments, Refunds, and Tax Collection Report
D. Resolution for the Continued Use of V.E. & Lydia H. Owens Recreational Park
E. Budget Ordinance Amendment #3 (Pursuant to North Carolina General Statute 159-15, the County Finance Officer is requesting a budget ordinance amendment in the amount of $54,065.)
F. Resolution Supporting the Acquisition and Development of the Rail Corridors Referred to as the S-Line and SA-Line for the Benefits of Improved Passenger Rail, Improved Freight Movement, Improved Commuting Options and Economic Development
G. Triangle North Franklin – Change Order #5

Item 1-A

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death by the SARS-Co-V-2 Virus. This is a new strain of coronavirus previously unidentified in humans which can spread from person to person; and

**WHEREAS**, the World Health Organization ("WHO") declared COVID-19 as a Public Health Pandemic of International Concern on March 11, 2020. The United States Centers for Disease Control ("CDC") has reported the high public health threat posed by COVID-19, both globally and to the United States and has deemed it necessary to prohibit or restrict travel to areas designated by the CDC; and

**WHEREAS**, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19 under Section 319 of the Public Health Service Act; and

**WHEREAS**, the North Carolina Department of Health and Human Services ("NCDHHS") confirmed multiple cases of COVID-19 in this state; and

**WHEREAS**, the North Carolina Division of Emergency Management has activated the NC Emergency Operation Center to manage the health impacts of COVID-19; and

**WHEREAS**, The Governor of the State of North Carolina, in consultation with the Secretary of the NCDHHS, has declared a State of Emergency as defined by the N.C. Gen. Stat. 166A-19.3(6) and 166A-19.3(19) for the State of North Carolina based on the public health emergency posed by COVID-19; and

**WHEREAS**, in consultation with health care professionals and based upon guidance from the CDC and NCDHHS arrangements must be made immediately to take such actions that are deemed necessary and appropriate to ensure that COVID-19 remains controlled and that residents in Franklin County remain safe and secure; and

**WHEREAS**, the spread of the disease poses an imminent threat to property in the County and in municipalities due to illness-related absenteeism, particularly among public safety personnel, healthcare personnel, and persons engaged in activities businesses critical to the economy and infrastructure of the County and its municipalities; and

**WHEREAS**, local and state health departments must use all preventative measures, which will require access to available services, personnel, equipment, and facilities to respond to COVID-19; and

**WHEREAS**, the Franklin County Health Director has confirmed a public health threat due to the confirmed spread of COVID-19;

**NOW, THEREFORE,** pursuant to the authority contained in Article 1 of the NCGS Chapter 166A, Article 36A of NCGS Chapter 14, and the Franklin County Emergency Management Ordinance, the Franklin County Board of Commissioners does hereby proclaim a State of Emergency exists within the County of Franklin, NC and within the corporate limits of the Towns of Louisburg, Bunn, Youngsville and Franklinton; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the Board further proclaims that the Emergency Operation Plan adopted by the Franklin County Board of Commissioners, and all applicable mutual assistance compacts and agreements are in effect and shall remain in effect until this proclamation expires or is rescinded. All Emergency Management personnel and county employees are hereby ordered to cooperate in the implementation of the provisions of the County's Emergency Operations Plan and all applicable mutual assistance compacts and agreements, and to furnish assistance thereunder.

The Board directs that copies of this Proclamation be disseminated to the mass communications media for publication and broadcast, and that a copy of this Proclamation be posted in all public buildings as appropriate.

This Proclamation shall be effective immediately and shall remain in effect until rescinded.

**PROCLAIMED** this the 16th day of March, 2020 at 7:00 P.M.

Item 1-D

**RESOLUTION OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS FOR THE CONTINUED USE OF V. E. & LYDIA H. OWENS RECREATIONAL PARK**

**WHEREAS**, Franklin County purchased the former Bull Creek Golf Course property in Cedar Rock and Louisburg townships, Franklin County for the purpose of creating a public park, and

**WHEREAS**, the County applied for and was granted a Land and Conservation Fund Grant to assist with the purchase and establishment of the park; and

**WHEREAS**, as a condition of receiving said grant, the County agreed to establish the park and dedicate in perpetuity as a recreation site for the use and benefit of the general public; and

**WHEREAS**, the park has been acquired and developed with Federal assistance provided by the National Park Service of the U.S. Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended; that as a requirement for said assistance, the County agreed that the park property would not be converted to any other activity or purpose than as a public outdoor recreation facility without the express written approval of the Secretary of the Interior, it being understood that the Secretary could only approve such conversion if he finds that such conversion was in accord with then existing comprehensive statewide outdoor recreation plans and conditions, and then only upon such conditions as he deemed necessary to assure the substitution of other recreation property had at least equal fair market value and had reasonable equivalent usefulness and location;

**NOW, THEREFORE, BE IT RESOLVED** by the Franklin County Board of Commissioners that the V.E. and Lydia H. Owens Recreational Park has been established in accord with the above stated requirements and does hereby dedicate the V.E. and Lydia H. Owens Recreational Park in perpetuity as a recreational site for the general public;

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that a copy of this resolution shall be posted at the park and recorded in the Franklin County Registry as a restrictive covenant requiring that the use of the property known as the "V.E. and Lydia H. Owens Recreational Park" be restricted for the recreational use and benefit of the public in perpetuity.

Item 1-E

BUDGET ORDINANCE AMENDMENT #3

BE IT ORDAINED by the Board of Commissioners of the County of Franklin, North Carolina, that pursuant to North Carolina General Statute 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the General Fund to recognize additional funds received from NC Division of Soil & Water, changes in DSS funding from NC Department of Health and Human Services, additional funding for Health Department from NC Family Planning Program, additional grant funds received for the Sheriff Department from the NC Department of Public Safety, To amend the Federal DEA Fund to recognize additional DEA State Funds received in addition to Federal Funds received in previous fiscal year and not spent.

| Expenditures | Account # | Amount of Increase |
|---|---|---|
| Soil & Water- Travel and Training | 10-606-0141 | $ 605 |
| DSS -Low Income Home Energy Assistance | 10-612-0351 | $ (25,000 |
| DSS-Crisis Intervention | 10-612-0350 | $ 14,250 |
| Health - Medical Supplies | 10-592-0340 | $ 16,674 |
| Sheriff-NCDPS PROJ012781 | 10-510-0432 | $ 20,620 |
| DSS- Duke Energy Progress Project Share | 10-612-0420 | $ 386 |
| Equipment State Funds | 41-510-1355 | $ 12,000 |
| Equipment Federal Funds | 41-510-0355 | $ 14,530 |
| | Total | $ 54,065 |

| Revenues | Account # | Amount of Increase |
|---|---|---|
| NC Division of Soil & Water | 10-385-0700 | 605 |
| DSS Crisis/LIEAP | 10-377-0010 | (10,750 |
| DSS Duke Energy Progress Energy | 10-377-0011 | 386 |
| State Family Planning | 10-379-0220 | 16,674 |
| NCDPS PROJ012781 | 10-358-0042 | 20,620 |
| Federal DEA Fund Balance | 41-399-0000 | 14,530 |
| DEA State Funds | 41-348-0000 | 12,000 |
| | Total | 54,065 |

Section 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, the Budget Officer, and the Finance Officer for their direction.

Adopted this 16th day of March 2020.

Chairman of the Board of County Commissioners

Clerk to the Board

Item 1-F

**RESOLUTION SUPPORTING THE ACQUISITION AND DEVELOPMENT OF THE RAIL CORRIDORS REFERRED TO AS THE S-LINE AND SA-LINE FOR THE BENEFITS OF IMPROVED PASSENGER RAIL, IMRPOVED FREIGHT MOVEMENT, IMPROVED COMMUTING OPTIONS AND ECONOMIC DEVELOPMENT**

**WHEREAS**, the North Carolina Department of Transportation (NCDOT) has a long tradition of progressing successful passenger and freight rail projects and supporting the development of rail infrastructure; and

**WHEREAS**, NCDOT has worked with state, regional, and federal partners to develop plans for the federally-designated Southeast Corridor, a passenger and freight rail network extending from Washington, D.C. through North Carolina to Jacksonville, Fla.; and

**WHEREAS**, a Record of Decision to develop the Raleigh to Richmond portion of the Southeast Corridor was approved by the Federal Rail Administration (FRA) on March 2017, in accordance with the National Environmental Policy Act; and

**WHEREAS**, the development of the S-Line and SA-Line corridors support and promote economic development in communities along the corridor, including those in rural areas; and

**WHEREAS**, the developed S-Line and SA-Line would provide greater access to jobs, health care, and education and provide new options for the movement of both goods and people; and

**WHEREAS**, the developed S-Line and SA-Line would provide efficient and reliable commuting options for communities and businesses along the corridor;

**WHEREAS**, NCDOT anticipates pursuing federal grants to assist with the purchase of portions of the S-Line and the SA-Line in North Carolina and to study transit-oriented communities and development along the corridor.

**NOW, THEREFORE, BE IT RESOLVED** by the Franklin County Board of Commissioners that the Board supports the acquisition and development of the S-Line and SA-Line to provide for the full economic potential to be realized in the corridor; and,

**BE IT FURTHER RESOLVED** that the Franklin County Board of Commissioners encourages the appropriation of state funding for the non-federal share of any grants to support the acquisition and development of the S-Line and SA-Line.

## 2. COMMENTS FROM THE PUBLIC

This was the time set aside by the Board of Commissioners to allow individuals five minutes to address the Board on issues concerning the county.

**Phillip Cordiero, 134 US1A, Youngsville, NC**

- Mr. Cordiero serves as Youngsville Town Manager. He read aloud a letter to the Board regarding local water supply.
- During Mr. Cordiero's comments, Commissioner Foy made a motion to provide an extension of time for additional comments. Commissioner Speed seconded the motion and the motion duly carried with all present voting "AYE."

## 3. UPDATE: CORONA VIRUS

Health Director Scott LaVigne provided an update. He stated there are 33 cases across 13 counties, but no deaths related to Corona Virus in North Carolina at this time. The national fatality case rate is approximately 2.4% versus .1% for influenza. Currently there are no confirmed cases of the virus in Franklin County.

In response to the virus, the Franklin County Health Department implemented the Joint Information Center on March 11, 2020. The intent was to provide communication to the community about the virus by phone. An email (CoronaVirus@franklincountync.us) was also set up for communication on March 12, 2020.

No action was requested or taken.

## 4. APPOINTMENTS

A. Board of Health

The Board was asked to consider the appointment of Michelle Bouchey (veterinarian).

Commissioner Jones made a motion to appoint Michell Bouchey to the Board of Health, seconded by Commissioner Schriver. The motion duly carried with all present voting "AYE."

B. Historic Preservation Commission

The Board was asked to consider the appointment of Dorothy Cooper.

Commissioner Speed made a motion to appoint Dorothy Cooper to the Historic Preservation Commissioner, seconded by Commissioner Jones. The motion duly carried with all present voting "AYE."

C. Kerr-Tar Workforce Development Board

The Board was asked to consider reappointing Fred Keller (private industry position) for a two-year term.

Commissioner Speed made a motion to reappoint Fred Keller to the Kerr-Tar Workforce Development Board, seconded by Commissioner Schriver. The motion duly carried with all present voting "AYE."

D. Library Board

Commissioner Foy was asked to appoint a representative. No appointment was made.

## 5. OTHER BUSINESS

- NCACC District Meeting (March 19, 2020) – Clerk to the Board Kristen G. King informed the Board the meeting has been cancelled given recent recommendations issued by the North Carolina Department of Health and Human Services about containing spread of COVID-19.
- County Manager Angela L. Harris commented on the Proclamation of a State of Emergency approved earlier in the evening. She asked the Board to consider temporarily suspending all disconnects for non-payment of utility bills. All fees and charges will still apply and an amended ordinance is expected to be brought before the Board in April. Commissioner Schriver made a motion to temporarily suspend all disconnects until April 6, 2020. The motion was seconded by Commissioner Jones and duly carried approval with all present voting "AYE."
- With the threat of Corona Virus looming, Mrs. Harris noted adjustments to hours and operations had been made for the Aging Centers, Parks and Recreation and Libraries.
- A brief update was provided on the emergency radio system. Harris Corporation representative Mike Axford said a response to the County's demand letter was provided the week prior and that ten points in the demand letter had been responded to. Emergency Communications Director Christy Shearin stated the county's consultant Nick Tusa, is on standby for questions if needed, but said she and Mr. Tusa are not certain all the demands within the letter were repaired. Feedback from Epsom Fire Departments offered issues that continue with pager activation. Mr. Axford stated Harris had not yet met with Justice, Epsom or Pilot Fire Departments. Commissioner Dunston asked Attorney Pete Tomlinson on where the County stands legally. Mr. Tomlinson said he would suggest the expert, consultant Nick Tusa, analyze the work as previously Mr. Tusa was prepared to declare Harris in default. Harris representative Alex Williams was also present and stated he would take the role of meeting with local departments and follow up directly with Mrs. Shearin. Commissioner Speed said he would like to hear from the Chiefs of northeastern departments by Friday, March 20, 2020. Harris agreed to report back by March 20th to make the county aware of what the problems are specifically in Epsom, Justice and Pilot.

## 6. BOARD, MANAGER AND CLERK'S COMMENTS

This is the time set aside for the Board of County Commissioners, the County Manager, and the Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

Chairman Sidney E. Dunston – No comments were offered.

Vice-Chair Shelley Dickerson – No comments were offered.
Harry L. Foy, Jr. – No comments were offered.

David Bunn – No comments were offered.

Mark Speed – No comments were offered.

Cedric K. Jones, Sr. – No comments were offered.

Michael Schriver – No comments were offered.

## 7. CLOSED SESSION

The Board was asked to conduct a closed session pursuant to the following North Carolina General Statutes:

- ✓ G.S. 143-318.11 (a) (5) Real Property Purchase/Contracts/Leases
- ✓ G.S. 143-318.11 (a) (3) Attorney-Client Privileged Communication
- ✓ G.S. 143-318.11 (a) (6) Personnel

At approximately 748 P.M., Commissioner Speed made a motion to enter into closed session pursuant to the statutes listed above. The motion was seconded by Commissioner Schriver. The motion carried 5 to 1, with Commissioner Foy voting in opposition.

At approximately 8:33 P.M., Commissioner Schriver made a motion to enter back into open session. The motion was seconded by Commissioner Speed and duly carried approval with all present voting "AYE."

No action was taken as a result of closed session.

Commissioner Speed then made a motion to adjourn, seconded by Commissioner Schriver. The motion duly carried approval with all present voting "AYE."

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Sidney E. Dunston, Chair | Kristen G. King, Clerk to the Board

April 6, 2020

Due to the COVID-19 virus pandemic and North Carolina Governor Roy Cooper's Executive Order 121, the Board of Commissioner's Regular meeting was cancelled. Citizens were encouraged to stay informed and up to date on announcements by using the following resources:

Franklin County Commissioner's Page (monitor public meeting notices/agendas)
https://www.franklincountync.us/commissioners

Franklin County's COVID19 Alert Page
https://www.franklincountync.us/alerts/corona-virus-covid-19-joint-information-center

Franklin County EMS Facebook Page
https://www.facebook.com/Franklin-County-Emergency-Services-1444091822557030/

Franklin County Health Department Facebook Page
https://www.facebook.com/FranklinCountyHealthDepartment/

Sidney E. Dunston, Chair | Kristen G. King, Clerk to the Board

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**April 20, 2020**

Due to the COVID-19 virus pandemic and North Carolina Governor Roy Cooper's Executive Order 121, the Board of Commissioners of Franklin County, North Carolina, met for its Regular Meeting at 7:00 P.M. via an electronic meeting (Zoom) with the following Commissioners present: Chairman Sidney E. Dunston, Vice-Chair Shelley Dickerson, Harry L. Foy, Jr., Mark Speed, Cedric K. Jones, Sr., David Bunn and Michael Schriver.

Please note that due to mass gathering restrictions as outlined in Executive Order 121, the public was not allowed to physically attend this meeting; however, the meeting was livestreamed on YouTube at **http://franklincounty.today**. Citizens were also able to view or listen to the meeting via Zoom.

Chairman Dunston called the meeting to order and asked the Board to remove item 1-A from the consent agenda in order to convene the Board of Equalization & Review separate and apart from the consent agenda. Commissioner Speed made a motion to remove Item 1-A from the consent agenda, seconded by Commissioner Bunn. The motion duly carried approval with all present voting "AYE."

Chairman Dunston called for a brief recess in order to convene the Board of Equalization and Review.

Commissioner Speed made a motion to convene the 2020 Board of Equalization and Review, seconded by Commissioner Jones. The motion duly carried approval with all present voting "AYE."

Tax Administrator Dan Williams stated the Tax Office is processing over a dozen open appeals and will continue to accept appeals until adjournment which is expected in May, 2020. Mr. Williams then asked the Board to recess until the Board's next meeting.

Commissioner Schriver made a motion to recess the Board of Equalization and Review, seconded by Commissioner Jones. The motion duly carried approval with all present voting "AYE"

Commissioner Speed then made a motion to reconvene the Board's regular meeting, seconded by Commissioner Schriver. The motion duly carried approval with all present voting "AYE."

Chairman Dunston then asked the Board to consider approval of the consent agenda.

Commissioner Jones made a motion to approve the consent agenda. The motion was seconded by Commissioner Schriver and duly carried approval with all present voting "AYE."

The items approved are as follows.

## 1. CONSENT AGENDA

~~A. Convene the 2020 Board of Equalization & Review~~

B. Releases, Adjustments, Refunds, and Tax Collection Report

C. Municipal Tax Collection Agreement – Town of Wake Forest

D. Tourism Development Authority (TDA) grant request for $5,500 for Annual Bunn Fun Day

E. Tourism Development Authority (TDA) grant request for $5,000 for visual media for County Website

F. Budget Ordinance Amendment #4 (Pursuant to North Carolina General Statute 159-15, the County Finance Officer is requesting a budget ordinance amendment in the amount of $57,979 to amend the General Fund to recognize Board action from previous meetings, Crisis Interventions funds received from NC DHHS, additional Duke Energy Progress Project Share funds received from NC DHHS, additional Low Income Home Energy Assistance (LIEAP) funds received from NC DHHS, additional Wake Electric Project Share funds received from NC DHHS, and insurance proceeds received from water damage to the Franklinton Library.)

G. Grant Application to the North Carolina Parks and Recreation Trust Fund in the Amount of $496,311 to assist in funding Phase II Development of V.E. and Lydia H. Owens Recreational Park at Bull Creek.

Item 1-F

BUDGET ORDINANCE AMENDMENT #4

BE IT ORDAINED by the Board of Commissioners of the County of Franklin, North Carolina, that pursuant to North Carolina General Statute 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the General Fund to recognize Board action from previous meetings, Crisis Interventions funds received from NC DHHS, additional Duke Energy Progress Project Share funds received from NC DHHS, additional Low Income Home Energy Assistance (LIEAP) funds received from NC DHHS, additional Wake Electric Project Share funds received from NC DHHS, insurance proceeds received from water damage at Franklinton Library.

| Expenditures | Account # | Amount of Increase |
|---|---|---|
| Clerk of Court - Capital Outlay | 10-515-0740 | $ 7,200 |
| DSS - Crisis Intervention | 10-612-0350 | 18,733 |
| DSS - Duke Energy Project Share | 10-612-0420 | $ 424 |
| DSS - Low Income Home Energy Assistance | 10-612-0351 | $ 9,928 |
| DSS - Wake Electric Project Share | 10-612-0430 | $ 99 |
| Public Buildings- Building Maintenance | 10-500-0150 | $ 10,120 |
| Library - Building Maintenance | 10-630-0150 | $ 11,475 |
| | Total | $ 57,979 |

| Revenues | Account # | Amount of Increase |
|---|---|---|
| GF Fund Balance | 10-399-0000 | $ 7,200 |
| DHHS Crisis/LIEAP | 10-377-0010 | 28,661 |
| Energy Neighbor | 10-377-0011 | 424 |
| Wake Electric | 10-377-0012 | 99 |
| Proceeds From Insurance Claims | 10-335-9901 | 21,595 |
| | Total | $ 57,979 |

Section 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, the Budget Officer, and the Finance Officer for their direction.

Adopted this 20th day of April 2020.

Chairman of the Board of County Commissioners

Clerk to the Board

## 2. COMMENTS FROM THE PUBLIC

This was the time set aside by the Board of Commissioners to allow individuals to address the Board on issues concerning the county. Members of the public were asked to submit public comments in writing via one of three methods:

- Email comments before 12:00 p.m. on Monday, April 20, 2020 to publiccomments@franklincountync.us
- Hand-delivery to the reception area of the County Manager's Office, 113 Market Street, Louisburg, North Carolina (must be delivered before noon on April 20, 2020)
- Mail to the Clerk to the Board of Commissioners, 113 Market Street, Louisburg, NC 27549 (must arrive prior to noon on April 20, 2020)

Comments were read aloud at the meeting by the Clerk to the Board.

**Fran Spinola, 184 Mort Harris Road, Louisburg, NC**

- "I'm urging you to send a letter to Governor Cooper requesting he does not extend his Stay at Home order and that future decision-making regarding Covid-19 and the reopening of businesses and restaurants be granted to you at the local level. I'm aware of two counties, Gaston and Lincoln, which have already made such a request. Here is a link to a news story containing the letter sent by Gaston County Commissioner Tracy Philbeck: https://www.wbtv.com/2020/04/14/gaston-county-urges-governor-cooper-end-state-wide-order-before-may/ [wbtv.com] Governor Cooper held a press conference on April 15th outlining three criteria for easing restrictions: testing, better tracing, and improving trends – which take time. He also indicated he expects a vaccine will not be available for another year. His comments lead me to suspect he will do little to reopen our state on April 30th. This worries me very much. We're heading towards an economic disaster. Our businesses and workers are suffering. As leaders at the local level you are most familiar with the needs of your communities and are in a better position than the Governor to decide when to reopen. P.S. Even with President Trump's three phase plan to reopen the country I fear Governor Cooper will make few changes. I heard a report today saying the peak in Covid-19 cases in North Carolina is not expected until June. Also, FYI I'm retired, and my life hasn't changed much since the pandemic. However, I'm a very concerned citizen. Thank you for your consideration."

**John Edwards, 101 Lake Royale, Louisburg, NC**

- "Dear Commissioners, County Manager and Staff: Since 2012, when Harris Communications launched their $11 million radio system in our county, there has been endless complaints by law enforcement, rescue, and other county agencies about distorted, garbled sound, as well as getting no signal at all. During these eight years, Harris Communications keeps trying to patch up their radio system, but the results have not been good for the most part. Now there is a request on tonight's agenda, Item 6, to extend yet another deadline for Harris

Communications to continue trying to fix the system. When will this boondoggle end? I disagree on another extension, and urge the commissioners to take action, and tell Harris Communications they will get no more extensions. Commissioners, most of you, have expressed disdain with how slow Harris Communications has been trying to patch up their radio system. I would support the county suing Harris Communications for the amount of $11 million. They have been nothing but a money pit for the county's taxpayers. Meanwhile, in my opinion, the county should work with other counties in our state who have a better radio system, and consider an alternative radio system to replace Harris Communications' defunct system."

**Sid Reynolds, 434 Moore Perkerson Road, Spring Hope, NC**

- "It is my understanding that the topic of emergency communications will once again be on your agenda. As a citizen of Franklin County, I am aware of the recurring issues and multiple extensions related to the county's contract with its current emergency radio services provider. May I encourage Commissioners to ask relevant questions of the County Manager, such as:

    1. Has the contractor managed services in alignment with the contract? If not, how many times has an incident been reported by an emergency services entity? Of those reported, what percentage of those have been reviewed by County official(s) in charge of contract oversight?
    2. Has the contractor adhered to the timelines specified within the contract?
    3. Has the contractor met the contractual delivery requirements and, if not, has the contractor corrected the issue within a period of time that was agreed upon by the County and the contractor?
    4. Have the supplies met requirements of the contract?
    5. Have the services met requirements of the contract?
    6. How many unofficial concerns/complaints has any County management employee received from emergency responders and others who use the equipment?
    7. Has the contractor been consistently responsive, professional, and courteous?
    8. Are the technical experts highly qualified and effective in performing the required services?
    9. Are the appropriate number of contracted professionals assigned to this project?
    10. How long has corrective action taken per reported incident?
    11. What is the total delay time logged, since the beginning of the contract service period, as a result of the radios working improperly?
    12. Has there been loss of life, loss of property reported during an incident when the equipment wasn't functioning? If so, what are those numbers?

It seems it's time to consider this contract based on total number of successful outcomes/deliverables, expenses and performance compared to adjacent counties, cost adherence versus cost overages (including county staff time (broadbanded) costs) and

continuing asset service-reliability. Thank you for your service to all of us."

**Frank Winstead, Pinecroft Subdivision, Youngsville, NC**

- "Is there a county regulation requiring un-elected paid county government decision-makers to actually live in Franklin County? If not, when can one be put in effect?"

**Bob Polanco, 8804 Albright Road, Raleigh, NC**

- "I am the development Manager of the Essex Mixed-Use project located in Franklinton on US Hwy 1.

  **Essex, Best Returns for Franklin County**
  Nestled between South Cheatham Street and US-1A (Main Street) and fronting US Hwy 1 in Franklinton is Essex, a 125-acre Mixed-Use Community destined to become the Town of Franklinton's marketing flag on the Highway at its entrance. With the Essex Place portion nearing completion, we plan to open two new projects that will bring the total residential lot count to 294. We also have 41.54 acres of land fronting US Hwy 1 proposed for commercial use.

  In the last couple of months, we have seen more inquiries on the commercial lands than we have ever seen since project inception. One inquiry was a new car dealer that would bring 150 jobs. On the residential side the Essex Place, an 87 lot, single family homes component has enjoyed stellar sales performance introducing more new residents to the Town at a higher average sales price than any other project.

  In order to improve the marketability of the commercial parcels and prepare the residential land for the construction of the remaining 207 lots, we are less than a month away from starting a $1.4 million mass grading project and installing a sewer pump station projected to cost an additional $500,000. This is a huge upfront commitment that will require a revenue stream from <u>both</u> the commercial as well as the residential sides of the project to service the loans that make this project possible. Our bank recently approved the grading loan because they believe in the potential of the area, its highway fronting location and this project. This approval is contingent on our ability to create the two revenue streams. The two sides of this project are symbiotic in that no one side can be constructed alone, marketed alone or reach maximum revenue return for the local governments alone. The whole project needs a commitment from local leaders to perform to its optimum for our bankers as well as the local governments and its citizens. The southern commercial land lays too high and is laden with solid rock yet this rock when processed will provide the fill needed for the residential component on the southeastern quadrant and fill the northwestern commercial quadrant making it marketable. This is truly a Mixed-Use Community not only in how it will perform when completed but also in how it must be constructed thus forcing huge upfront financial outlays.

The current water allocation system, where water resources are allocated from two buckets, one being the much larger commercial bucket and the second being a smaller residential bucket does not work for a Mixed-Use project. Serving those that come first rather than serving the projects that provide the best opportunity for revenue returns for the County's investment of its scarce water resource. Essex was the only Mixed-Use project annexed into a Town seeking water from the residential bucket that also had a job growth component included from the list of those seeking allocations at the UAC meeting.

We have been a strong financial supporter of the community since we agreed in 2009 for Essex to be annexed into the Town of Franklinton at the Town's request. We have paid almost $170,000 in taxes to the Town for the promise the project would have water and sewer when it was time to build. This promise went away when the County purchased the assets of the Town's Utilities Department and chose not to accept the liabilities, but the taxes paid since have remained very real.

A county official once told me revenue generated from residential development does not cover the cost of delivering government services, the difference is made up from revenue provided by commercial development. Essex was the only project seeking water allocation which had both components given its Mixed-Use design.

Essex Village is a project that will have 96 single family homes with a garage and Essex Townes will have 111 townhouses with a garage. What is needed to make this project work is 50 taps for each of the two projects this year and next then just seven taps the third year. We have always realized the value this project brings to the County and Town, given its Mixed-Use design, we have always preferred to work within your water allocation system, as it is a necessity given the lack of this scarce resource. We have always chosen to work with the County in the cooperative manner we always have.

The completion of this project at the Town's front door is a beacon to the world that Franklinton is primed for growth and its next chapter. Its completion will give Town leaders something very positive to point to as they work to improve investment in the Downtown area and attract new businesses to spur job growth. Essex provides a unique opportunity where when the County's scarce water resources are invested, it gets more than just another residential rooftop, it gets stronger revenue returns, business and job growth and a powerful marketing tool for the Town as well as the County."

**Scott Strickland, 40 Sheila's Lane, Louisburg NC**

- "Radio system is still not up to par the paging is not working like it's supposed to radios are still going in out of CC scan and this is just unacceptable. I would like to know why we would even consider giving them extra time to work on this radio system when they've had ample time to fix this system everything that y'all have

asked them to do they have done the opposite after giving them a letter and requesting them to fix our emergency service radio system that we purchased from Harris and from listening and seeing the system work it has not gotten any better you still hear dispatch asking the Trucks to repeat their self because the radio is cutting in and out or so garble you just can't hear them and some cases they had to send trucks and deputies out to check on the truck that was on scene because they could not get Radio to work because it was in cc scan this Information comes from individuals that are paid staff Within Franklin County I think it's time that we move forward and look for a better solution like going viper before someone ends up getting hurt with this radio system that is not working up to par the engineer or even quoted that it only works 50% of the time we just can't take that risk anymore we are putting our personnel in bad situations with this system when they need help they need help they don't need to have to keep repeating their self sometimes they may not even have time to do that if the situation is really bad law enforcement fire and rescue deserve a much better working radio system!"

**Dwight Neal, 1322 Hickory Rock Rd, Louisburg, NC**

- "I would like to thank all the EMS, Fire Department, Health Department, School and Cafateria employees of Franklin County. We really appreciate y'all stepping up to help the kids and citizens of Franklin County. Also would hope everyone would pray for these workers, the workers at hospitals and rest homes and all the people that have been effected by this Coronaviruse and the families who have lost their love ones. Also I hope the public broadcast of this meeting goes well and that it will become the standard for County meetings in the future. And lastly, please do what you can to remedy the poor emergency radio fiasco and internet service that effects so many, especially in rural areas."

**3. UPDATE: COVID-19**

Health Director Scott LaVigne provided an update on the COVID-19 pandemic. Earlier in the day, the Emergency Operations Center released information regarding the 11th COVID-19 related resident death at Louisburg Nursing Center on Smoke Tree Way in Louisburg. Additionally, nine of the center's residents are currently hospitalized related to the outbreak.

In addition to the guidance already provided by the Health Department to skilled nursing facilities to date, Franklin County is increasing its outreach to leadership at all Nursing Homes in the county to individually ensure each facility has the latest guidance and PPE needed to effectively prevent a COVID-19 outbreak, and if necessary, to effectively manage an outbreak should one occur. He said these non-regulatory outreach efforts are to ensure the Franklin County COVID-19 EOC and the Franklin County Health Department can effectively advocate for these facilities to receive the training, PPE, and staffing needed to ensure the impact of COVID-19 is as low as possible in their respective facilities.

At this time, Franklin County has 71 confirmed cases of the virus. Only seven counties in North Carolina do not have the virus presence according to Mr. LaVigne.

Commissioner Schriver asked Mr. LaVigne to speak to the impact Franklin County's curfew may have had in alleviating the spread of the virus. Mr. LaVigne stated it was too early to assess efficacy, but said he supported the curfew based on his observance of the overall lack of compliance with the Governor's Executive Orders to reduce gathering sizes in various places. He said the curfew was never intended to be a police matter, but rather a public health matter. He felt some needed an extra "nudge" to stay home and away from others to prevent the spread of disease. He said the curfew was necessary based on the contagious nature of the virus and said the Health Department will assess the impact of the curfew as best it can.

No action was requested.

**4. INSTALLMENT FINANCING FOR VEHICLES AND EQUIPMENT**

The County received quotes from four banks for the financing of vehicles and equipment in the amount of $1,202,663. First Citizens Bank & Trust proposed a four-year loan at an interest rate of 1.75% with no closing cost. Finance Director Jamie Holtzman recommended the Board award the loan to First Citizens Bank & Trust Company and adopt the Resolution authorizing the execution and delivery of the related documents.

Mrs. Holtzman's presentation follows.

## VEHICLE AND EQUIPMENT FINANCED

- (2) 2019 Dodge 4500 Ambulances with Power PRO XT Stretchers (EMS)
- (13) 2019 Dodge Chargers with equipment packages (Sheriff-12, Jail-1)
- (16) Lucas Chest Compression Systems (EMS)
- 2019 Chevrolet Silverado (Inspections)
- 2019 Ford Fusion (Health)
- 2020 Ford Escape (DSS)

## FISCAL YEAR 2020 VEHICLE AND EQUIPMENT FINANCING

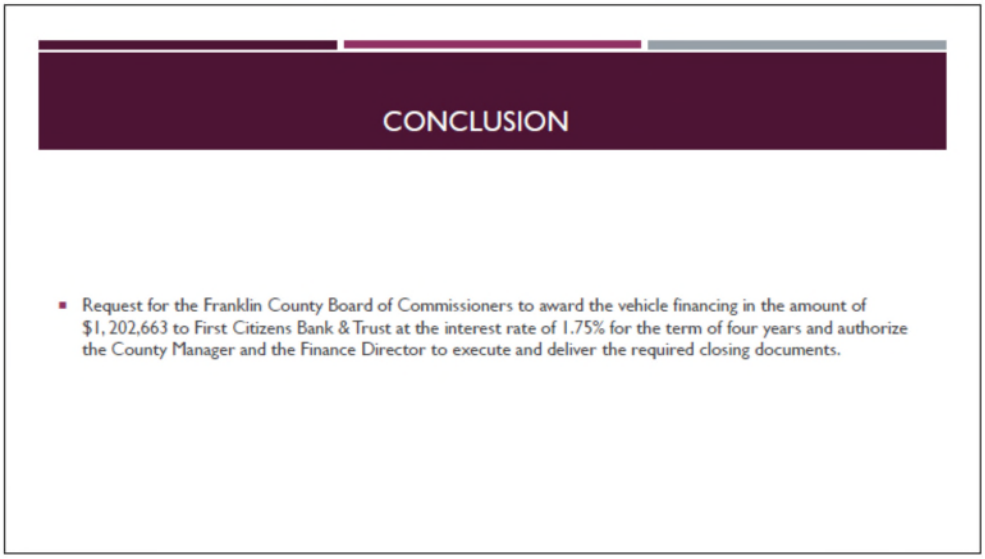
- Total Amount to be financed $1,202,663
- Term of four years
- Payment once a year

## FINANCING TIMELINE

- March 19, 2020 – County sent request for proposals to fourteen financial institutions
- April 1, 2020 – County received responses to Request for Proposals
- April 20, 2020 - Board of Commissioners adopts resolution approving the financing and the documents relating thereto.
- May 1, 2020 – County closes on installment financing

## BID TAB

| BANK | INTEREST RATE | CLOSING COST | TOTAL FINANCING COST |
|---|---|---|---|
| US Bank | 1.792% | 0.00 | $54,357.73 |
| First Citizens Bank & Trust | 1.75% | 0.00 | $53,072.88 |
| Regions Equipment Finance Corporation | 1.72% | $5,000 | $57,691.32 |
| BB&T | 2.42% | 0.00 | $73,630.89 |




Commissioner Schriver made a motion to accept the loan proposal from First Citizens Bank & Trust for $1,202,663 at an interest rate of 1.75% and adopt Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, A Security Agreement and Related Documents in Connection with The Financing of Various Vehicles and Equipment. The motion was seconded by Commissioner Speed and duly carried approval with all present voting "AYE."

A regular meeting of the Board of Commissioners for the County of Franklin, North Carolina was held remotely by electronic means at 7:00 p.m. on April 20, 2020.

Present: Chair Sidney E. Dunston, presiding, and Commissioners Shelley Dickerson, Mark Speed, David Bunn, Harry Foy, Jr., Cedric Jones and Michael Schriver.

Absent: ~~Commissioners~~

Also Present: County Manager Angela L. Harris, Assistant County Manager Kim Denton, Clerk to the Board Kristen G. King, Finance Director Jamie Holtzman and County Attorney Pete Tomlinson.

* * * * * *

Chairman Dunston introduced the following resolution the title of which was read and a copy of which had been distributed to each Commissioner:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS VEHICLES AND EQUIPMENT FOR THE COUNTY OF FRANKLIN, NORTH CAROLINA**

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Franklin, North Carolina (the "County") as follows:

Section 1. The Board does hereby find and determine as follows:

(a) There exists in the County a need to finance the cost of various vehicles and other equipment for use by the County (collectively, the "Equipment").

(b) The County has determined that the most efficient manner of financing the Equipment will be through the entering of an Installment Financing Agreement (the "Agreement") with First-Citizens Bank & Trust Company (the "Lender") pursuant Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the County in an amount sufficient to pay the costs of financing the Equipment and paying certain financing costs relating thereto, and the County will repay the advancement in installments, with interest (the "Installment Payments").

(c) In order to secure its obligations under the Agreement, the County will execute and deliver a Security Agreement, dated as of the date of delivery thereof (the "Security Agreement"), granting a security interest in the Equipment.

(d) There has been presented to the Board at this meeting drafts of the Agreement and the Security Agreement.

Section 2. In order to provide for the financing of the Equipment, the County is hereby authorized to enter into the Agreement with the Lender and receive an advancement pursuant thereto in the principal amount of $1,202,663. The County shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The Board hereby approves the Agreement and the Security Agreement in substantially the forms presented at this meeting. The Chair, the County Manager and the Finance Director of the County are each hereby authorized to execute and deliver on behalf of the County said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any Deputy or Assistant Clerk to the Board is hereby authorized and directed to affix the official seal of the County to said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Chair, the County Manager, the Finance Director of the County and the Clerk to the Board of the County, and any other officers, agents and employees

of the County, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 6. The County hereby represents that it reasonably expects that it, all subordinate entities thereof and all issuers issuing obligations on behalf of the County will not issue in the aggregate more than $10,000,000 of tax-exempt obligations (not counting certain current refunding obligations and private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Internal Revenue Code of 1986, as amended (the "Code")) during calendar year 2020. In addition, the County hereby designates each of the installment payments under the Agreement as a "qualified tax-exempt obligation" for the purposes of the Code.

Section 7. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner Schriver, seconded by Commissioner Speed, the foregoing resolution was adopted by the following vote:

Ayes: unanimous

Noes:

* * * * * *

I, Kristen G. King, CMC, Clerk to the Board of Commissioners for the County of Franklin, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners for said County, at a regular meeting held on April 20, 2020, as it relates in any way to the adoption of the

foregoing resolution and that said proceedings are to be recorded in the minutes of said Board of Commissioners.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law, including the notice of the holding of such meeting by electronic means as required by Section 143-318.13 of the General Statutes of North Carolina, as amended.

WITNESS my hand and official seal of said County this 20th day of April, 2020.

_____
Clerk to the Board of Commissioners

[SEAL]

**5. UPDATE: EARLY COLLEGE HIGH SCHOOL PROGRAM**

County Manager Angela L. Harris provided an update on efforts underway to relocate the program to the Vance Granville Community College Franklin County Campus.

*As discussion began, Commissioner Foy lost connection to the meeting. Commissioner Bunn made a motion for a brief recess until Commissioner Foy could reconnect to the meeting. The motion was seconded by Commissioner Speed and duly carried approval with all present voting "AYE." Minutes later, Commissioner Foy rejoined the session. Commissioner Jones made the motion to reconvene, seconded by Commissioner Schriver. The motion duly carried with all present voting "AYE."*

Mrs. Harris stated the successful Early College High School Program is now in its 10th year in the county and facing space restraints. The program continues to operate out of modular units housed on the Franklin County Campus of Vance Granville Community College (VGCC). A solution has been reached by Franklin County Schools and VGCC to temporarily remedy the problem by moving Early College High School students into VGCC's newest building known as Building 5. In turn, VGCC staff in Building 5 would temporarily relocate to the Early College modular units.

Mrs. Harris said if all details are agreed upon by the Board of Commissioners, VGCC Board of Trustees and Board of Education, relocation could occur as early as this fall within the respective budgets of VGCC and Franklin County Schools.

Mrs. Harris stated the VGCC Board of Trustees met February 24, 2020 and voted to move forward with the condition the modulars could be leased for a period of up to five years with the agreement that within one-year plans for construction to expand VGCC facilities would be reached. Mrs. Harris stated Franklin County Schools Superintendent Dr. Rhonda Schuhler and VGCC President Dr. Rachel Desmarais will present additional details to the Board on May 4, 2020.

Commissioner Schriver asked the County Manager for a written plan for expansion including projected costs.

No action was requested at this time.

**6. UPDATE: RADIO PROJECT**

County Manager Angela L. Harris provided an update and stated Mike Axford (Harris Corporation) and the county's consultant Nick Tusa (Tusa Consulting) were available for comment.

Mrs. Harris reminded the Board of its demand letter of February 17, 2020 to Harris Corporation, outlining specific defects that needed to be corrected by an April 30, 2020 deadline. Since then, she said, work has been done and Tusa provided the Board a report, in the form of a letter, providing an idea of what corrective measures had been taken.

This week Harris has been working with local fire departments and over the last several weeks, they have developed corrective software for some of the XL200 radios as well as a hardware change that will require hands-on correction. She said Harris also has plans for proper sanitation while working during the COVID-19 pandemic.

Mr. Tusa has made clear that Harris made corrections in large to the items listed as 1, 2, 4 and 5 in the county's demand letter. Some of the items listed will require work that has to be done in the next couple of weeks. In light of the COVID-19 pandemic, Mr. Tusa recommended the completion date set for Harris be extended from April 30, 2020 to June 8, 2020. Mr. Tusa then suggested a deadline of June 19, 2020 for him and county personnel to complete final inspection. Staff supported the extension and felt it warranted in light of the COVID-19 pandemic.

County Attorney Pete Tomlinson stated he would connect with Mr. Tusa and prepare next steps if work is not completed by deadline. Further discussion on next steps warrants closed session discussion.

Commissioner Schriver made a motion to extend time for Harris to complete radio repairs (June 8, 2020) and allow time for consultant inspection (June 19, 2020). The motion was

seconded by Commissioner Bunn and was approved 6 to 1. Commissioner Speed voted in opposition.

## 7. OTHER BUSINESS

Commissioner Schriver asked if the implementation of a curfew would in any way prevent the County from being able to apply for federal or state funding that would assist the county or its citizens. Mrs. Harris said she was not aware a curfew would cause ineligibility and noted the sense of urgency to impose the curfew had to do with containing the spread of the virus and saving lives.

Chairman Dunston noted the curfew was implemented in the week where the case count tripled and reports were received by law enforcement that many large gatherings were being held throughout the county and stay at home orders were being ignored. He said he felt the 9pm-6am curfew would be the most amenable and in the best interest of citizens in order to preserve life.

Commissioner Schriver reminded others of the authority granted to the Board Chairman in a State of Emergency as well as the additional responsibility placed upon the Chair. He thanked Chairman Dunston for making difficult decisions during the pandemic and asked if the Board should consider adjusting the curfew timeline whether giving it more "teeth" or getting rid of the curfew altogether. At this time, the curfew remains in effect.

## 8. BOARD, MANAGER AND CLERK'S COMMENTS

This is the time set aside for the Board of County Commissioners, the County Manager, and the Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

**Clerk to the Board Kristen G. King** – Ms. King thanked the Information Technology staff and administrative team for the research and testing phases of the electronic meeting. She stated future meetings, including budget sessions, would likely be held in the same fashion as the pandemic continues.

**Commissioner Dunston** – Commissioner Dunston thanked county staff and the Administration Team for pulling together a successful electronic meeting using Zoom technology during the historic COVID-19 pandemic.

**Commissioner Dickerson**– No comments were offered.

**Commissioner Foy** – Commissioner Foy stated his hope the COVID-19 pandemic will soon end in order that the State and County can begin functioning as it customarily does.

**Commissioner Bunn** – Commissioner Bunn thanked staff for putting together the electronic meeting via Zoom. He felt the meeting was successful using the technology.

**Commissioner Speed** – No comments were offered.

**Commissioner Jones** – Commissioner Jones stated he too would like to see activity return to normal in light of the pandemic, but felt it best done with the advice of those who can make recommendations on when it is safest in order to preserve life.

**Commissioner Schriver** – Commissioner Schriver echoed comments of thanks to staff for preparing the meeting in such a way it could be conducted electronically.

**County Manager Angela L. Harris** – Mrs. Harris congratulated the Town of Louisburg. It was recently awarded a $2.4 million grant for its Industrial Park to be used for water and sewer and roadway improvements.

Commissioner Schriver made a motion to adjourn, seconded by Commissioner Speed. The motion duly carried approval with all present voting "AYE."

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Sidney E. Dunston, Chair | Kristen G. King, Clerk to the Board

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# County Of Franklin

113 Market Street
Louisburg, North Carolina 27549
Telephone: 919-496-3182
Fax: 919-496-2683

**Office of Finance**
**Jamie Holtzman**
**Director**


## BUDGET ORDINANCE AMENDMENT #5

BE IT ORDAINED by the Board of Commissioners of the County of Franklin, North Carolina, that pursuant to North Carolina General Statute 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the General Fund to recognize Family First Funding received for the Department of Aging, additional funding for the Health Department from DHHS, Centers for Disease Control and Prevention for COVID-19 Crisis Response, to amend the Insurance Fund budget to recognize a transfer from the General Fund for health insurance cost, and to amend the Hospital Fund budget to recognize a grant from the Department of Commerce for DLP Maria Parham Medical Center and additional professional services.

| Expenditures | Account # | Amount of Increase |
|---|---|---|
| Aging - Contract Services Meals | 10-631-0452 | $ 59,958 |
| Clinical Health Department | 10-592-0000 | $ 81,902 |
| Transfer to Insurance Fund | 10-506-1100 | $ 800,000 |
| Health Insurance Payments | 20-506-0060 | $ 800,000 |
| Hospital-Miscellaneous Expenses | 65-495-0570 | $ 250,000 |
| Hospital-Professional Fees | 65-495-0040 | $ 21,902 |
| | Total | $ 2,013,762 |

| Revenues | Account # | Amount of Increase |
|---|---|---|
| Families First Funding Aging | 10-376-0015 | $ 59,958 |
| GF Fund Balance | 10-399-0000 | $ 800,000 |
| COVID-19 Crisis Response AA Health | 10-379-0312 | $ 81,902 |
| General Fund Contribution | 20-397-0000 | $ 800,000 |
| Hospital-Miscellaneous Revenue | 65-335-0000 | $ 250,000 |
| Hospital Fund Balance | 65-339-0000 | $ 21,902 |
| | Total | $ 2,013,762 |

Section 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, the Budget Officer, and the Finance Officer for their direction.

Adopted this 4th day of May 2020.

Chairman of the Board of County Commissioners

Clerk to the Board

Revised 4/2020

**Franklin County Commissioner's Agenda Information Sheet**

Requested Meeting Date: May 4 2020 # of attachment (s) _____

Item Title (as it should appear on the agenda): Emergency Medical Services Week Recognition

Initiated by (Name, Job Title): Jeff Bright, Interim Emergency Services Director

Board action proposed: Recognition/proclamation

Is this a consent agenda item? ☐ Yes ☐ No

Is a public hearing needed? ☐ Yes ☐ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☐ County Manager ☐ County Attorney ☐ Finance Director

Summary of Request:
Would like for the Board to recognize the week of May 17-May 23 as National Emergency Medical Services week. Special recognition for the EMS employees during the recent pandemic.

FOR OFFICE USE ONLY:
☐ APPROVED
☐ DENIED

ACTION:_____ DATE: _____
_____ _____
_____ _____
_____ _____

**Board of County Commissioners**
113 Market Street
Louisburg, NC 27549

Phone: 919.496.5994
Fax: 919.496.2683

**www.franklincountync.us**

**EMERGENCY MEDICAL SERVICES WEEK PROCLAMATION**

*To designate the Week of May 17 - May 23, 2020, as Emergency Medical Services Week*

**WHEREAS**, emergency medical services are a vital public service; and

**WHEREAS**, the members of the Franklin County Emergency Medical Services System are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the Emergency Medical Services System consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the members of the Franklin County Emergency Medical Services System, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

**NOW THEREFORE**, the Franklin County Board of Commissioners does hereby proclaim May 17 - 23, 2020, as "**EMERGENCY MEDICAL SERVICES WEEK**"

With the theme, ***Ready Today, Preparing for Tomorrow,*** we encourage the community to observe this week with appropriate programs, ceremonies and activities to honor the men and women whose diligence and professionalism keep our county and citizens safe; and urge our citizens to observe this week in honor of all Emergency Medical Services Providers nationwide.

**PROCLAIMED**, this the 4th day of May 2020.

_____
Sidney E. Dunston, Chair

_____
Kristen G. King, Clerk to the Board

**NATIONAL PUBLIC SAFETY TELECOMMUNICATOR'S WEEK PROCLAMATION 2020**

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and,

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS**, the safety of our police officers, firefighters and emergency response personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Franklin County Emergency Communications Center; and,

**WHEREAS,** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS,** Public Safety Telecommunicators are the single vital link for our police officers, firefighters and emergency services personnel by monitoring their activities by radio, providing them information and insuring their safety; and,

**WHEREAS,** Public Safety Telecommunicators of Franklin County have contributed substantially to the apprehension of criminals, suppression of fires, pre-delivery of medical direction and treatment of patients; and,

**WHEREAS,** each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE, BE IT RESOLVED,** that the County of Franklin declares the week of April 12 through April 18, 2020 to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our county residents safe.

**BE IT FURTHER RESOLVED,** that the original of this proclamation be presented to the Franklin County Emergency Communications Center and orders that a copy of this proclamation be spread upon the minutes of the Franklin County Board of Commissioners.

This the 4th day of May 2020.

Kristen G. King, Clerk

Sidney E. Dunston, Chairman

**Board of County Commissioners**
113 Market Street
Louisburg, NC 27549

Phone: 919.496.5994
Fax: 919.496.2683

**www.franklincountync.us**

**OLDER AMERICANS MONTH 2020**
**A PROCLAMATION**

**WHEREAS,** Franklin County includes over 14,633 citizens ages 60 and older; and

**WHEREAS,** Franklin County is committed to valuing all individuals and recognizing their ongoing life achievements; and

**WHEREAS,** the older citizens in Franklin County play an important role by continuing to contribute experience, knowledge, wisdom, and understanding of the history of our community, and

**WHEREAS,** our older citizens are active community members involved in volunteering, mentorship, arts and culture, and civic engagement; and

**WHEREAS,** recognizing the successes of our older citizens in the community encourages vital interactions and further accomplishments; and

**WHEREAS,** our community can provide opportunities to allow older citizens to continue to flourish by:

- Emphasizing the importance of older citizens and their leadership by publicly recognizing their continued achievements
- Presenting opportunities for older citizens to share their wisdom, experience, and skills
- Recognizing older citizens as a valuable asset in strengthening American communities

**NOW THEREFORE,** the Board of Commissioners of Franklin County, North Carolina does hereby proclaim May, 2020 to be Older Americans Month. We urge every citizen to take time this month to recognize older adults and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

Approved this the 4th day of May 2020.

By:_____
Sidney E. Dunston, Chair

Attest:_____
Kristen G. King, Clerk to the Board

**Board of County Commissioners**
113 Market Street
Louisburg, NC 27549

Phone: 919.496.5994
Fax: 919.496.2683

**www.franklincountync.us**

**COUNTY CLERKS WEEK**
**2020**
**A PROCLAMATION**

**WHEREAS,** The Office of the County Clerk, a time honored and vital part of local government exists throughout the world; and

**WHEREAS,** The Office of the County Clerk is the oldest among public servants; and

**WHEREAS,** The Office of the County Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS,** County Clerks have pledged to be ever mindful of the neutrality and impartiality, rendering equal service to all; and

**WHEREAS,** The County Clerk serves as the information center on functions of local government and community; and

**WHEREAS,** County Clerks continually strive to improve the administration of the affairs of the Office of the County Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, country and international professional organizations; and

**WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the County Clerk.

**NOW, THEREFORE**, the Franklin County Board of Commissioners does hereby proclaim the week of May 3 through May 9, 2020, as County Clerks Week, and further extend appreciation to our County Clerk, Kristen G. King and to all County and Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

**PROCLAIMED** this 4th day of May, 2020.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

ATTEST:

Sidney E. Dunston, Chairman

Kristen G. King, Clerk to the Board

Revised 4/2020

**Franklin County Commissioner's Agenda Information Sheet**

Requested Meeting Date: May 4th, 2020 # of attachment (s) __1

Item Title (as it should appear on the agenda): Proclamation Drinking Water Week

Initiated by (Name, Job Title): Christopher Doherty, Public Utilities Director

Board action proposed: Approve Proclamation

Is this a consent agenda item? ☒ Yes ☐ No

Is a public hearing needed? ☐ Yes ☒ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☒ County Manager ☒ County Attorney ☐ Finance Director

Summary of Request:

Approve proclamation for Drinking Water Week May 3 – 9, 2020.

For more than 40 years the American Water Works Association and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives.

FOR OFFICE USE ONLY:

☐ APPROVED

☐ DENIED

ACTION:_____ DATE: _____

_____ _____

_____ _____

_____ _____

Franklin County
NORTH CAROLINA
A Research Triangle Region Community

**Board of County Commissioners**
113 Market Street
Louisburg, NC 27549

Phone: 919.496.5994
Fax: 919.496.2683

**www.franklincountync.us**

**PROCLAMATION**
**DRINKING WATER WEEK May 3rd – 9th, 2020**

**WHEREAS**, water is our most valuable natural resource; and

**WHEREAS**, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

**WHEREAS**, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

**WHEREAS**, we are all stewards of the water infrastructure upon which future generations depend; and

**WHEREAS**, each citizen of our county is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Chairman of the Franklin County Board of Commissioners, I do hereby proclaim May 3-9, 2020 as Drinking Water Week.

| | |
|---|---|
| _____ | _____ |
| Sidney E. Dunston | Kristen G. King |
| Chairman | Clerk to the Board |

**(COUNTY SEAL)**

**Triangle North Franklin Parcel 002621 Per Acre Tax Value as of January 1, 2011 - $2,530**

**Tax Value of 18 acres sold - $45,540 ( Constant Value)**

**April 4, 2011-Sale Date to Golden Leaf Properties LLC (Parcel 041542)**

| Year | Tax Rate | Taxes Collected | Constant Tax Value (Retained by County) | Incremental Tax Receipt (Payable to KTREDC) |
|---|---|---|---|---|
| 2012-13 | 0.8725 | $23,242.61 | $397.34 | 22,845.27 |
| 2013-14 | 0.8725 | $23,242.61 | $397.34 | 22,845.27 |
| 2014-15 | 0.8725 | $23,242.61 | $397.34 | 22,845.27 |
| 2015-16 | 0.925 | $24,641.17 | $421.25 | 24,219.93 |
| 2016-17 | 0.925 | $24,641.17 | $421.25 | 24,219.93 |
| 2017-18 | 0.895 | $23,841.99 | $407.58 | 23,434.41 |
| 2018-19 | 0.805 | $27,569.00 | $366.60 | 27,202.40 |
| 2/17/2019 | | | Check # 461097 | (167,612.48) |
| 2019-20 | 0.805 | $27,569.00 | $366.60 | 27,202.40 |
| **TOTALS** | | **$197,990.16** | **$3,175.28** | **$27,202.40** |

12 · 3 · 18

## 4. DISTRIBUTION OF FUNDS FROM TRIANGLE NORTH FRANKLIN

Per Kerr Tar Regional Council of Governments Executive Director Diane Cox, Triangle North Franklin, as one of the four parks in the Kerr-Tar Hub Zone, has an Interlocal Agreement with the participating parks in Vance, Warren and Granville. Per the Interlocal Agreement for the Kerr-Tar Hub Zone, the incremental tax revenues from all ad valorem taxes on real and personal property that is part of any Triangle North site, are to be remitted to the HUB nonprofit, the Kerr-Tar Regional Economic Development Corporation (KTREDC).

The incremental tax revenues are then disbursed equally among the parks by the Kerr-Tar Regional Economic Development Corporation.

Triangle North Franklin, based on information from the Franklin County Tax Administrator, has an outstanding incremental tax revenue of $140,410.08 due to the Kerr-Tar Regional Economic Development Corporation.

Commissioner Dickerson made a motion to disburse funds to Kerr-Tar Regional Economic Development Corporation in the amount of $140,410.08 for subsequent distribution to Triangle North Franklin, Warren, Granville and Vance. The motion was seconded by Commissioner Jones and duly carried approval with all present voting "AYE."

Chairman Dunston asked Ms. Cox to provide an update on tree cutting at Triangle North Franklin Business Park. Ms. Cox stated a meeting of the Kerr-Tar Regional Economic Development Corporation (KTREDC) was held regarding the need to cut trees for the AWOS (Automated Weather Observing System) at the airport. An executive committee of the KTREDC has now voted to piggyback on the county's contract with the timber company on the clear cutting of trees and to do a select cut on additional trees on the Triangle North property.

## 5. FRANKLINTON & YOUNGSVILLE PUMP STATION REPLACEMENT CHANGE ORDER

The Board was asked to consider a change order extending the contract an additional 60 days due to unforeseen weather delays and scheduling with Duke Energy.

Commissioner Bunn made a motion to approve the change order, seconded by Commissioner Schriver. The motion duly carried approval with all present voting "AYE."

## 6. UPDATE: YOUTH ADVISORY COUNCIL FORMATION

Assistant County Manager Kim Denton updated the Board on the topic of Youth Advisory Council formation including a review of the current Youth Involvement activities that involve Franklin County Government.

The Board asked for further staff investigation and will invite future comments from Meg Wyatt, 4-H Youth Development Extension Agent.

## 7. OTHER BUSINESS

No additional business items were discussed.

## 8. BOARD, MANAGER AND CLERK'S COMMENTS

Revised 4/2020

**Franklin County Commissioner's Agenda Information Sheet**

Requested Meeting Date: May 4, 2020 # of attachment (s) 1

Item Title (as it should appear on the agenda): Triangle North Executive Airport Runway/Taxiway/Apron Rehabilitation (Design/Bid)

Initiated by (Name, Job Title): Bo Carson, Airport Manager

Board action proposed: Approve local match of $57,000.00 for Airport's airfield pavement rehabilitation (design/bid) grant and provide authority to County Manager to execute the grant agreement and work authorization.

Is this a consent agenda item? ☐ Yes ☒ No

Is a public hearing needed? ☐ Yes ☒ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☒ County Manager ☐ County Attorney ☒ Finance Director

Summary of Request:

Triangle North Executive Airport has been awarded a $513,000.00 aviation grant by the North Carolina Board of Transportation on April 2, 2020. This project will be to design and bid the rehabilitation of the airfield pavement to include runway, taxiways, and apron areas. Additionally, the geometry will be revised to meet current FAA standards.

This project is expected to address updating several areas of the airfield and will provide pavement strength that will be sufficient with our current traffic forecast per our current Master Layout Plan study.

Lastly, the existing apron layout will need to be re-configured. Due to addressing the FAA standards for taxiway and runway geometry, an apron expansion of around 4,000 square yards will be designed and bid as an alternative to address potential loss of tie-downs due to this new re-configuration.

With this $513,000.00 grant award, Triangle North Executive Airport respectfully requests the approval of a local match of $57,000.00 (10% as required by the federal grant) for this Airport rehabilitation (design/bid) grant and provide the authority to the County Manager to execute the grant agreement and work authorization.

FOR OFFICE USE ONLY:

☐ APPROVED

☐ DENIED

ACTION:_____ DATE: _____

Revised 4/2020

**Franklin County Commissioner's Agenda Information Sheet**

Requested Meeting Date: May 4, 2020 # of attachment (s) 2

Item Title (as it should appear on the agenda): Franklin County New PSAP Building Architect Contract

Initiated by (Name, Job Title): Christy Shearin, Emergency Communications Director

Board action proposed: Authorize staff to execute a contract with SCHRADERGROUP to provide architectural and engineering services for the New PSAP Building.

Is this a consent agenda item? ☐ Yes ☒ No

Is a public hearing needed? ☐ Yes ☒ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☒ County Manager ☒ County Attorney ☒ Finance Director

Summary of Request:

County Staff and Mission Critical Partners, LLC have negotiated with SCHRADERGROUP to provide architectural and engineering services for the New PSAP Building. Mission Critical Partners, LLC recommends executing a contract with SCHRADERGROUP for these services.

FOR OFFICE USE ONLY:

☐ APPROVED

☐ DENIED

ACTION:_____ DATE: _____

SCHRADERGROUP

February 28, 2020
March 26, 2020 *REVISED*

Franklin County
113 Market Street
Louisburg, NC 27549

Attn: Ms. Angela Harris
County Manager

RE: Franklin County 9-1-1 Center
Architectural and Engineering Services
Fee Proposal

Dear Ms. Harris:

The entire SCHRADERGROUP team was delighted to hear about our selection for the proposed Franklin County 9-1-1 project (pending fee negotiation). We are excited about the possibilities for the future of your facility and look forward to being part of the team!

In support of the request to provide a fee proposal, we offer; this letter, the attached fee proposal worksheets and consultant fee proposals. This fee proposal is developed in accordance with the scope of work defined by Franklin County in the Request for Proposal. It takes into account the proposed building size of 5,782 s.f. and a total construction cost of $3,324,880 (not including the 6% contingency). We have also included a surveying and geotechnical engineering fee for two proposed locations adjacent to the Sheriff's facility.

## FEE SUMMARY

SCHRADERGROUP proposes a basic services fee that will provide all building related architecture and engineering services, combined with a site design fee. The basic services are; those required to create bid documents for the building and site, services to bid the project and then services to provide construction administration services in accordance with the AIA B101 Owner-Architect Agreement. The fees do not include; audio visual design services, technology design services, tower design services or any other technology services that MCP is engaged with the Owner to perform.

Please see the fees proposed on the attached worksheet, Exhibit A. Basic services will be in accordance with the typical AIA Owner-Architect Agreement. The worksheet also includes all of the fees proposed by our consultants. SCHRADERGROUP's Hourly rates are provided in Exhibit B. Please note that hourly rates will only be utilized in the event that Franklin County and SCHRADERGROUP agree that additional services are required for some task above and beyond those services provided in this Fee Proposal. Otherwise, all fees are proposed as lump sum fees.

As previously described, this proposal also includes fees to support site survey and geotechnical engineering services for two different locations adjacent to the County Sheriffs' facility. The two locations



4208 SIX FORKS ROAD, SUITE 1000 | RALEIGH, NC 27609
919.825.4882 | SGARC.COM

have slightly different access capabilities and so the fee for services is slightly different. The attached fee proposal includes the higher cost of surveying and geotechnical engineering services. If the County should choose the site requiring the lower cost services then those less expensive services will be applied to the project instead.

The proposed lump sum fees for architectural and engineering services are as follows:

| PHASE | PROPOSED FEE |
|---|---|
| Schematic Design (including Programming) | $ 60,010.09 |
| Design Development | $ 75,012.62 |
| Construction Documents | $ 105,017,66 |
| Bidding | $ 6,001.00 |
| Construction | $ 54,009.08 |
| SUBTOTAL BASIC SERVICES | $ 300,050.47 |
| Site Development Services | $ 36,790.00 |
| Allowances | $ 7,250.00 |
| TOTAL PROPOSED FEE | $ 344,090.47 |

## FORM OF AGREEMENT

SCHRADERGROUP is prepared to engage with the County using some form of the AIA B101 Standard Form of Agreement between Owner and Architect. We are pleased to work with the County and the County's solicitor to develop this agreement to the liking of the County. An unedited DRAFT Agreement is included as Exhibit C to start discussions.

We are excited about beginning this important project with the County and with MCP. We are sure that there will be questions about items in the Fee proposal and are happy to discuss those any time by telephone.

Please feel free to reach out with any questions or concerns.

Sincerely,

David L. Schrader, FAIA, LEED AP
Managing Partner
SCHRADERGROUP
Cc: Louisa Lake, Harry Pettoni, Larry Bickford, Tim Lisle, Regina Jean-Claude

# EXHIBIT A



161 LEVERINGTON AVENUE, SUITE 105 | PHILADELPHIA, PA 19127
215.482.7440 | SGARC.COM

**Franklin County, NC**
**New E911 Facility**

**FEE PROPOSAL**

Date: 03/26/2020

| | | | | |
|---|---|---|---|---|
| Building Construction | | 5,782 | s.f. | New Construction - E911 Bldg. |
| Total Bldg. Construction Area | | 5,782 | s.f. | |

**Construction Cost**

| | | | |
|---|---|---|---|
| New Construction - E911 Bldg. | $ 575.00 | $ | 3,324,880.00 |
| | | $ | - |
| sub-total | | **$** | **3,324,880.00** |

**Total Basic Fee** **$ 300,050.47**

| | | SD | | DD | | CD | | Bid | | Construction | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 20% | | 25% | | 35% | | 2% | | 18% | | 100% |
| **BASIC SERVICES** | | | | | | | | | | | | |
| **FIRM** | **SERVICEs** | | hrs | | hrs | | hrs | | hrs | | hrs | |
| SG | Architecture | $ 34,050.09 | 272 | $ 33,786.14 | 270 | $ 52,761.52 | 422 | $ 3,014.93 | 24 | $ 27,134.49 | 217 | $ 150,747.18 |
| SG | Structural Engineering | $ - | 0 | $ 8,776.48 | 61 | $ 6,826.15 | 47 | $ 390.07 | 3 | $ 3,510.59 | 24 | $ 19,503.28 |
| RMF | Mechanical/Plumbing/FP/Electrical | $ 15,860.00 | 127 | $ 19,825.00 | 159 | $ 27,755.00 | 222 | $ 1,586.00 | 13 | $ 14,274.00 | 114 | $ 79,300.00 |
| Timmons | Civil Engineering Design | $ 10,100.00 | 75 | $ 12,625.00 | 94 | $ 17,675.00 | 131 | $ 1,010.00 | 8 | $ 9,090.00 | 73 | $ 50,500.00 |
| | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| | BASIC SERVICES | **$ 60,010.09** | 474 | **$ 75,012.62** | 583 | **$ 105,017.66** | 822 | **$ 6,001.00** | 48 | **$ 54,009.08** | 428 | **$ 300,050.47** |
| **SITE DEVELOPMENT SERVICES (for Site 2)** | | | | | | | | | | | | |
| Timmons | Site Survey - Topography | $ 10,390.00 | | $ - | | $ - | | $ - | | $ - | | $ 10,390.00 |
| Timmons | Underground Utility Locations | $ 7,750.00 | | $ - | | $ - | | $ - | | $ - | | $ 7,750.00 |
| Timmons | Wetland/Stream Delineation | $ 2,800.00 | | $ - | | $ - | | $ - | | $ - | | $ 2,800.00 |
| Timmons | Wetland/Stream/ Buffer Confirmation | $ 3,550.00 | | $ - | | $ - | | $ - | | $ - | | $ 3,550.00 |
| Timmons | Geotechnical Investigation | $ - | | $ 9,800.00 | | $ - | | $ - | | $ - | | $ 9,800.00 |
| Timmons | Geotech Estimated Site Clearing | $ - | | $ 2,500.00 | | $ - | | $ - | | $ - | | $ 2,500.00 |
| | ADDITIONAL SERVICES | **$ 24,490.00** | | **$ 12,300.00** | | **$ -** | | **$ -** | | **$ -** | | **$ 36,790.00** |
| **ALLOWANCES** | | | | | | | | | | | | |
| | Printing | $ 250.00 | | $ 500.00 | | $ 2,500.00 | | $ 2,500.00 | | $ 500.00 | | $ 6,250.00 |
| | Other | $ 200.00 | | $ 200.00 | | $ 200.00 | | $ 200.00 | | $ 200.00 | | $ 1,000.00 |
| | ALLOWANCES | **$ 450.00** | | **$ 700.00** | | **$ 2,700.00** | | **$ 2,700.00** | | **$ 700.00** | | **$ 7,250.00** |
| **GRANDTOTAL** | | **$ 84,950.09** | | **$ 88,012.62** | | **$ 107,717.66** | | **$ 8,701.00** | | **$ 54,709.08** | | **$ 344,090.47** |

# EXHIBIT B



161 LEVERINGTON AVENUE, SUITE 105 | PHILADELPHIA, PA 19127
215.482.7440 | SGARC.COM

SCHRADERGROUP

# SCHRADERGROUP architecture, LLC
# HOURLY RATES

## 2020 Rate Schedule*

| Employee Classification | Rate/Hr. |
|---|---|
| Principal | $224.00 |
| Senior Project Manager | $206.00 |
| Structural Senior Engineer | $202.00 |
| Structural Project Engineer | $165.00 |
| Project Manager | $175.00 |
| Project Architect | $155.00 |
| Interior Designer I | $155.00 |
| Interior Designer II | $ 96.00 |
| Design Engineer | $155.00 |
| Designer | $128.00 |
| Drafter/CADD Operator | $128.00 |
| Intern | $ 96.00 |
| Administrator I | $164.00 |
| Administrator II | $ 96.00 |

## Unit Costs

| | | | |
|---|---|---|---|
| Copies | 8 ½ x 11 | $ .10 each | |
| | 8 ½ x 14 | $ .20 each | |
| | 11 x 17 | $ .25 each | |
| Large Format Copies | | | |
| | 24 x 36 | 30 x 42 | 36 x 48 |
| Bond | $ 3.75 | $ 5.47 | $ 7.50 |
| Vellum | $ 6.11 | $ 8.95 | $12.22 |
| Mylar | $ 9.91 | $14.47 | $19.82 |
| Travel | $ .575 per mile | | |
| Shipping | at cost | | |

* Rates are good through December 31, 2020. Rates are subject to cost of living adjustment every year.

161 Leverington Avenue, Suite 105 | Philadelphia, PA 19127 | 215.482.7440 | www.sgarc.com

# EXHIBIT C



161 LEVERINGTON AVENUE, SUITE 105 | PHILADELPHIA, PA 19127
215.482.7440 | SGARC.COM

DRAFT

# AIA® Document B101™ – 2017

## *Standard Form of Agreement Between Owner and Architect*

AGREEMENT made as of the day of in the year
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

and the Architect:
*(Name, legal status, address and other information)*

for the following Project:
*(Name, location and detailed description)*

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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**User Notes:** (3B9ADA27)

TABLE OF ARTICLES


1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT


## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*


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**User Notes:** (3B9ADA27)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

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**User Notes:** (3B9ADA27)

.3 Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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**User Notes:** (3B9ADA27)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ( $ ) for each occurrence and ( $ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ( $ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ( $ ) each accident, ( $ ) each employee, and ( $ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ( $ ) per claim and ( $ ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract

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Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

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Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| § 4.1.1.1 Programming | |
| § 4.1.1.2 Multiple preliminary designs | |
| § 4.1.1.3 Measured drawings | |
| § 4.1.1.4 Existing facilities surveys | |
| § 4.1.1.5 Site evaluation and planning | |
| § 4.1.1.6 Building Information Model management responsibilities | |
| § 4.1.1.7 Development of Building Information Models for post construction use | |
| § 4.1.1.8 Civil engineering | |
| § 4.1.1.9 Landscape design | |
| § 4.1.1.10 Architectural interior design | |
| § 4.1.1.11 Value analysis | |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | |
| § 4.1.1.13 On-site project representation | |
| § 4.1.1.14 Conformed documents for construction | |
| § 4.1.1.15 As-designed record drawings | |
| § 4.1.1.16 As-constructed record drawings | |
| § 4.1.1.17 Post-occupancy evaluation | |
| § 4.1.1.18 Facility support services | |
| § 4.1.1.19 Tenant-related services | |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | |
| § 4.1.1.21 Telecommunications/data design | |
| § 4.1.1.22 Security evaluation and planning | |
| § 4.1.1.23 Commissioning | |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | |
| § 4.1.1.25 Fast-track design services | |
| § 4.1.1.26 Multiple bid packages | |
| § 4.1.1.27 Historic preservation | |
| § 4.1.1.28 Furniture, furnishings, and equipment design | |

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| | |
|---|---|
| § 4.1.1.29 Other services provided by specialty Consultants | |
| § 4.1.1.30 Other Supplemental Services | |
| | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ( ) visits to the site by the Architect during construction

.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ( ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,

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provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
*(Insert amount)*

.2 Percentage Basis
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « »%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | | percent ( | | %) |
| Design Development Phase | | percent ( | | %) |
| Construction Documents Phase | | percent ( | | %) |
| Procurement Phase | | percent ( | | %) |
| Construction Phase | | percent ( | | %) |
| | | | | |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate ($0.00) |
|---|---|
| | |

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus  percent (  %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of  ($  ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($  ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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**User Notes:** (3B9ADA27)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » ( « » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this agreement.)*

.3 Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

.4 Other documents:
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

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| OWNER (Signature) | ARCHITECT (Signature) |
|---|---|
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

DRAFT

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MissionCriticalPartners

April 1, 2020

Angela Harris
County Manager
Franklin County
113 Market Street
Louisburg, NC 27530

Dear Ms. Harris:

Subsequent to our project status call with you on March 26, 2020, Mission Critical Partners, LLC (MCP) contacted SCHRADERGROUP regarding its fee proposal for the new Franklin County 9-1-1 center project. The purpose of the call was to request a reduction in the basic services fee, if possible, to allow the County to remain within its budget for architectural services and reimbursables.

SCHRADERGROUP was able to reduce its fee by $7,500.93. The basic services cost and the allowances, what would be reimbursables in the submitted grant budget (from the County's general fund), are within the projected budget of $309,239. SCHRADERGROUP's revised fee for basic services and allowances is $307,300.47.

In addition, SCHRADERGROUP proposed site development services through Timmons Group for a fee of $36,790. These services, which include geotechnical, land surveying, and environmental, will need to be undertaken either through a contact with SCHRADERGROUP or another firm. This fee aligns with other such work. If the County elects not to pursue these services through a contract with SCHRADERGROUP, the work would need to be contracted through a qualification-based selection process. MCP recommends this work be contracted through SCHRADERGROUP.

While this fee is above the architectural fee and reimbursables, the County did commit $58,000 (again from the general fund) to third-party services; some of this money could be used for these services. The County may need to add money to this at a later point but until the project is underway that amount is not known.

If you have any questions, please do not hesitate to reach out.

Best Regards,

Louisa Lake

Louisa Lake, Public Safety Consultant
Mission Critical Partners, LLC