



LEE COUNTY BOARD OF COMMISSIONERS
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

October 16, 2023

MINUTES

Roll Call

Present: Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck, Dr. Andre Knecht, Robert Reives

CALL TO ORDER

Chairman Kirk Smith called the meeting to order at 6:00 p.m.

INVOCATION

Commissioner Cameron Sharpe led the Board and attendees in a moment of silence.

Commissioner Taylor Vorbeck arrived at 6:02 p.m.

PLEDGE OF ALLEGIANCE

Local Boy Scouts Pack #942 led the Board and attendees in the Pledge of Allegiance and each scout member also described what the Pledge means to them.

I. ADDITIONAL AGENDA

Chairman Smith asked that two items be added onto the agenda — item II.L Approval of Contract with Moseley Architects for the Jail Feasibility Study and VI.G Request from Bread of Life Ministries for Funding to Operate an Extreme Weather Shelter.

Commissioner Robert Reives asked that items VI.C Approve proposal and contract for NC Fire Chief Consulting to conduct a Comprehensive Fire Services Study and Long-Range Plan, VI.D Resolution in Supporting Operation Green Light for Active Military Service Members in Transition to Civilian Life (Veteran Status), and VI.F Resolution In Support of the Consolidation of Eastpointe Human Services and Sandhills Center be added to the Consent Agenda.

Motion: Motion to approve the Agenda as amended.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

II.A Minutes from the October 2, 2023 Regular Meeting.

BOC Regular Meeting Minutes_10-2-23 - JG.docx

II.B October 2, 2023 Closed Sessions Minutes

II.C Consider Appointing Rachelle Whitfield to the Consolidated Human Services Board

II.D Consider Appointing Keisha Douglas to the Americans with Disabilities Act (ADA) Board

II.E Consider Appointing Mary Ann Gaster as the Senior Services & COLTS Boards Designee on the Consolidated Human Services Board

II.F Emergency Management Request for Acceptance of Grant Funding
FY2023 HSGP award letter 2340029 Lee County.docx.pdf

II.G Acceptance of Bid for Automatic Gates at San-Lee Park
Bid Quotes.PDF
Bid Tab Sheet.PDF

II.H Award Bid for Project 6120-05R-24 Phase II Remodel at Gymnastics
Building Bid Tabulation Sheet -Awarded.pdf

II.I Refund and Release Report for September 2023
Gen Statute 105.docx
RELEASE CODES SPREADSHEET.xls
September Personal Property.pdf
September Real Property Report.pdf

II.J Approval of Budget Amendment #10/16/23/05
Budget Amendment Packet 10-16-23.pdf

II.K Jail Cameras
camera sole source form.pdf

II.L Approval of Contract with Moseley Architects for the Jail Feasibility Study
B101-2017 - Lee County Detention Cntr Study Final (1) (5) (1) (1) - Final -
(1).pdf Contract Addendum.docx

II.M Approve proposal and contract for NC Fire Chief Consulting to conduct a
Comprehensive Fire Services Study and Long-Range Plan

Moved from New Business.

Fire Services Study Agreement
NC FIRE CHEIF CONSULTING.pdf

II.N Resolution in Supporting Operation Green Light for Active Military Service
Members in Transition to Civilian Life (Veteran Status)

Moved from New Business.

Resolution_Supporting_Operation_Green_Light_10-16-23 (1).docx

II.O Resolution In Support of the Consolidation of Eastpointe Human Services and
Sandhills Center

Moved from New Business.

Resolution_Supporting_Consolidation_of_Eastpointe_Human_Services_and_Sandhil

III. PUBLIC HEARING

III.A Request to Hold Public Hearing for the FY 25 Lee County Community
Transportation Program Mobility Manager Application

*Senior Services/COLTS Director Debbie Davidson requested the Board hold a
Public Hearing for the FY 25 Lee County Community Transportation Program
Mobility Manager Application. The Board previously held a Public Hearing at the
September 18th meeting for a part-time Mobility Manager position; however,
NCDOT is now offering the opportunity to apply for funding to pay for one full-time
and one part-time position. At the recent Lee County Government Opioid Crisis
Community Forum, transportation was mentioned as an obstacle for individuals
seeking treatment. COLTS offers Medicaid transportation.*

Chairman Smith opened the public hearing at 6:08 p.m.

No one spoke in favor or in opposition.

Chairman Smith closed the public hearing at 6:09 p.m.

LEECOUNTY.FY25.Public Hearing Notice MM.docx
Lee County.FY25.Public Hearing Notice Spanish MM.docx
5f - FY2025 LocalShareCertification_COUNTYOFLEE Revised.docx

IV. PUBLIC COMMENTS

- Thomas C. Booher, 119 Fore View Lane (Ordinance Proposal)
- Thomas F. Booher, 120 Beechleaf Court, Cameron (Ordinance Proposal)
- Deborah Matthews, 1424 Pickett Road (Ordinance Proposal)

V. OLD BUSINESS

There was no Old Business to discuss.

VI. NEW BUSINESS

VI.A Request for Relief of Late Listing Penalty - LTR Products, LLC

Tax Administrator Michael Brown presented a Request for Relief of Late Listing Penalty for LTR Products, LLC. The taxpayer mailed a letter requesting relief from the late listing penalty, which was received by the Tax Office on August 21, 2023. Per NCSG 105- 307(a), a taxpayer is required to file a listing with the Tax Office by January 31. No extension to list was requested by the taxpayer. The taxpayer filed a listing with the Tax Office on March 7, 2023. Since the listing was filed late, a 10% penalty was applied to properties that are late listed. The penalty in this matter by the County is \$7,074.07. After a review of the resolution, the taxpayer does meet 1.c, where the listing was filed between 31 and 59 days. With that, the penalty could be reduced up to 25%. If reduced by 25%, the penalty would be \$5,305.55. If the Board follows the policy, under item 2 the penalty would be held to a maximum penalty of \$5,000. Since the taxpayer is a new taxpayer, there have been no prior late listings. Also, this taxpayer is not receiving any economic development incentive grants by the County.

LTR Letter Requesting Relief of Late List Penalty.pdf

Business Listing Form - LTR Products LLC.pdf

2023 Bill.pdf

LTR Bill Inquiry.docx

Late Listing Penalty Resolution (Rev. 10.4.2021).pdf

NCGS 105-307.docx

NCGS 105-312.docx

Motion: Motion to apply a late listing penalty for LTR products, LLC in the amount of \$5,000.

Mover: Cameron Sharpe

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

VI.B Request for Relief of Late Tax Listing Penalty - Ascentia - Pine Village MHC LLC Tax

Officer Michael Brown presented a Request for Relief of Late Listing Penalty for Ascentia - Pine Village MHC LLC. Per NCGS 105-307(a), a taxpayer is required to file a listing with the tax office by January 31, which the taxpayer did. Pursuant to state statute, extensions are granted until March 15. The taxpayer filed a listing with the Tax Office that was postmarked March 16 and received on March 21. Since the listing was filed late, a 10% penalty was applied to properties that were late listed. The penalty in this matter by the County is \$2,465.94. After review of the resolution, the taxpayer does meet 1.b, where the listing was filed within 30 days of the extension date. With that, the penalty could be reduced by up to 50%. If reduced by 50%, the penalty would be \$1,232.97. The taxpayer has not had any other late listing penalties in the last five years. The taxpayer is not receiving an economic development incentive grant by the County.

Ascentia Letter Requesting Relief of Late List Penalty.pdf
Ryan letter for Ascentia Letter Requesting Relief of Late List Penalty.pdf
2023 Business Property Listing.pdf
2023 Bill.pdf
Bill Inquiry.pdf
Late Listing Penalty Resolution (Rev. 10.4.2021).pdf
NCGS 105-307.docx
NCGS 105-312.docx

Motion: Motion to apply a late listing penalty for Ascentia – Pine Village MHC, LLC in the amount of \$1,232.97.

Mover: Dr. Andre Knecht

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

VI.C Approve proposal and contract for NC Fire Chief Consulting to conduct a Comprehensive Fire Services Study and Long-Range Plan

Moved to the Consent Agenda.

Fire Services Study Agreement

NC FIRE CHEIF CONSULTING.pdf

VI.D Resolution in Supporting Operation Green Light for Active Military Service Members in Transition to Civilian Life (Veteran Status)

Moved to the Consent Agenda.

Chairman Smith read aloud the resolution.

Resolution_Supporting_Operation_Green_Light_10-16-23 (1).docx

VI.E Per Diem Policy for the Board of Commissioners

Commissioner Bill Carver asked to discuss the Per Diem Policy for the Board of Commissioners. His proposal would change the currently allowed flat rate of \$150 per travel day for Commissioners to follow the federal per diem rates that County employees utilize when traveling. County Manager Lisa Minter said the flat rate is taxable and was established back in the early 1990s, and been in place since. The City of Sanford also offers a flat rate for Commissioners for national travel and has it incorporated into their personnel policy. Ms. Minter noted that while employees follow the federal per diem rates, they could technically pocket money based on their eatery choices. The City allows the City Council members and staff a flat rate of \$150 for national conference travel. Commissioner Robert Reives offered an amendment to choose either the flat rate or the federal per diem rates, and to modify County policy to be in line with what the City has in place.

Fwd_ Per diem.pdf

Motion: Motion to change the policy on per diem for Commissioners by providing reimbursement in accordance with current Federal Meal and Incidental Expenses Per Diem Rates, consistent with the requirements and travel procedures for the county staff.

Mover: Bill Carver

Action was not taken on the motion due to the passage of an amended motion.

Motion: Motion to amend the original motion by allowing Lee County Commissioners and accompanying staff to utilize either a taxable flat rate of \$150 per full day of travel or the federal per diem rate when traveling to national conferences, and to include this language in the County personnel policy.

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck

Against: 1 - Bill Carver

Motion Result: Passed

VI.F Resolution In Support of the Consolidation of Eastpointe Human Services and Sandhills Center
Moved to the Consent Agenda.

Resolution_Supporting_Consolidation_of_Eastpointe_Human_Services_and_Sandhil

VI.G Request from Bread of Life Ministries for Funding to Operate an Extreme Weather Shelter

Chairman Kirk Smith asked that this item be added to the Agenda. County Manager Lisa Minter presented the request from Bread of Life Ministries for potential funding to operate an Extreme Weather Shelter in the amount of \$21,600 for general staffing. Ms. Minter had not brought this to the Board's attention sooner because the City of Sanford received the initial request, which is on the Council's agenda for their meeting tomorrow. Ms. Minter recommends that the Board wait to see what the City decides to do with the request. Commissioner Carver mentioned that the recent reallocation of \$500,000 that non-profits may apply for could be used for this request. Ms. Minter said the \$500,000 is split into two pools of \$250,000 each and this consideration would not be eligible for consideration based on the eligible criteria list. All of this information was provided at the information session for non-profits at the October 6th meeting.

BOLM and S3 letters.pdf

Motion: Motion to table this item until a decision is made by the Sanford City Council.

Mover: Mark Lovick

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver,

Mark Lovick, Taylor Vorbeck

Motion Result: Passed

VII. MANAGERS' REPORTS

VII.A July 2023 Sales Tax Report

Finance Director Candace Iceman provided the sales tax report for July of 2023. The County sales tax revenue is down 11.66% compared to this time last year. The overall collections are up by 3%, but the County's refunds had significantly

increased due to a large refund in the month of July. Staff will continue to monitor collections and report any concerns to the Board.
July 2023 Sales Tax Report.pdf

VII.B County Manager's Monthly Report for October 2023

County Manager Lisa Minter provided her monthly report for October of 2023, a copy of which is attached and incorporated into these minutes. Ms. Minter also reminded the Board that the Multi-Sports Complex naming form is still open through next Friday, October 27. She would also like the Board to consider moving the December 4 meeting time to 4 p.m. rather than 6 p.m. after a request was made to move it to accommodate those who would like to participate in the Sanford Christmas Parade that evening. Ms. Minter asked the Board if they would like to change the January meeting dates to the second and fourth Monday nights due to the New Year's Day and Martin Luther King, Jr. Day holidays. Ms. Minter said she and staff are in conversations with the City of Sanford to partner on the micro transit system and to move forward with the grant for it.

County_Managers_Monthly_Report_October_16_2023.d

ocx LCL Board Meeting Minutes 8.16.23 APPROVED.pdf

LCL Board Meeting Minutes 8.30.23

APPROVED.pdf LCL 9.13.23 Board By-Laws

updated & approved.pdf Lee County Libraries

Strategic Plan 2023-2028 (6).pdf TRC Agenda

[10.03.23].pdf

Permits_MONTHLY REPORT SEPTEMBER

2023.pdf Monthly Tax Report September

2023.docx

Motion: Motion to move the time of the December 4, 2023

Board of Commissioners meeting from 6 p.m. to 4 p.m.

Mover: Cameron Sharpe

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver,

Mark Lovick, Taylor Vorbeck

Motion Result: Passed

Motion: Motion to move the January 2024 Board of Commissioner meeting dates to second and fourth Monday nights due to the New Year's Day and Martin Luther King, Jr. holidays.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver,

Mark Lovick, Taylor Vorbeck

Motion Result: Passed

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:20 p.m.

Mover: Dr. Andre Knecht

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck
Motion Result: Passed


Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 10/16/23/05
 DATE: October 16, 2023

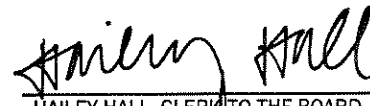
SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

| DEPARTMENT | ACCOUNT # | DESCRIPTION | CURRENT BUDGET | CHANGE | NEW BUDGET |
|--------------------|-----------------|-------------------------------------|----------------|---------|------------|
| Emergency Services | 1100-3436-32800 | NC Division of Emergency Management | 40,524 | 109,419 | 149,943 |
| Fund Balance | 1100-3990-39900 | Fund Balance Appropriated | 3,000,000 | 71,343 | 3,071,343 |
| TOTAL CHANGES | | | | 180,762 | |

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

| DEPARTMENT | ACCOUNT # | DESCRIPTION | CURRENT BUDGET | CHANGE | NEW BUDGET |
|--------------------|-----------------|----------------------------------|----------------|---------|------------|
| Emergency Services | 1100-4371-46413 | Technology Equipment \$5,000 & > | - | 104,000 | 104,000 |
| Emergency Services | 1100-4371-43300 | Maintenance to Equipment | 7,130 | 1,200 | 8,330 |
| Emergency Services | 1100-4371-46416 | Technology Equipment < \$500 | 11,349 | 4,219 | 15,568 |
| Fire Marshal | 1100-4372-43960 | Contracted Services | 5,000 | 71,343 | 76,343 |
| TOTAL CHANGES | | | | 180,762 | |


 KIRK SMITH, CHAIR


 HAILEY HALL, CLERK TO THE BOARD





SOLE SOURCE JUSTIFICATION FORM
(for items costing \$5,000.00 or more)

Vendor: Securitas Technology

Item: Jail camera upgrade

Estimated expenditure for the above item: \$ 210,560

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. Sole source is for the original manufacturer or provider. There are no area distributors.
2. The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. The parts/equipment are required from this source to permit standardization.
5. None of the above apply. A detailed explanation and justification for this sole source in contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Kim D. Smith
County Manager (\$5,000 up to \$30,000)
Board of Commissioners (\$30,000 and up)

Candace Stearns on behalf of
Department 4320

10-11-23
Date

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of October in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

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

Lee County Government
115 Chatham Street
Suite 302
Sanford, North Carolina 27330
Telephone Number: (919) 718-4605

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

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

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277
Telephone Number: 704-540-3755

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

Lee County Detention Center Study

Architect shall provide services for the Lee County Detention Center Study as follows:

§ 1. Identify safety, security, space, and structural integrity needs, to include recommendations for, if needed, the renovation or expansion of the current facility or recommendations for a new facility.

§ 2. Work with the County to determine the functional components affecting the jail, which may be included in the facility feasibility study.

§ 3. Develop a list of rooms and spaces recommended based on State and Federal requirements for similar in function judicial detention facilities that will address the details provide in Section I of this attachment. Describe each space in detail, identifying function, equipment, security, and access requirements in addition to square footage requirements.

§ 4. Provide study of the inmate population, including all demographics, develop inmate bed projections for the jail population and provide information for developing the types and number of beds that are/will be needed to accommodate for 25 years in 5-year increments.

Init.

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User Notes:

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§ 5. Discuss and identify special needs inmates, including medical, mental health, and behavioral issues. Develop conceptual floor plans to address these types of offenders being housed inside the detention facility.

§ 6. Develop conceptual plans for support services such as kitchen, laundry, booking, and intake based on the projected 25-year bed needs.

§ 7. Provide a written report of the Jail Feasibility Study. The final report will be inclusive identifying current findings, as well as current and future projected needs with recommendations and opinions of probable cost.

§ 8. Review current security measures that are in place including but not limited to camera systems, locks, control room systems, and badge readers and make recommendations of short-term and long-term opinions to make the facility safer for both employees and inmates.

The Owner and Architect agree as follows.

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User Notes:

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TABLE OF ARTICLES

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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 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.)

The Lee County Detention Center is located at 1400 South Horner Boulevard, Sanford, North Carolina 27330. The facility was built in 1994 and has a capacity of 126 inmates.

§ 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.)

To be determined upon completion of the study.

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

- .1 Design phase milestone dates, if any:

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Study completion – 5 month from the Notice to Proceed.

.2 Construction commencement date:

Not Applicable

.3 Substantial Completion date or dates:

Not Applicable

.4 ~~Other milestone~~ Final Completion date or dates:

Not Applicable

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 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.)

Brandon Key, Director of Development Services

Lee County Government

115 Chatham Street

Suite 302

Sanford, North Carolina 27330

Telephone Number: (919) 718-4605

§ 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.)

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

~~.1 Geotechnical Engineer:~~

Not Applicable

~~.2 Civil Engineer:~~

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User Notes:

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~~.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.)

Todd B. Davis, Vice President
Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277
Telephone Number: 704-540-3755

§ 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:

Moseley Architects P.C.

.2 Mechanical Engineer:

Moseley Architects P.C.

.3 Electrical Engineer:

Moseley Architects P.C.

~~.3 Electrical~~ .4 Plumbing Engineer:

Moseley Architects P.C.

.5 Civil Engineer:

Not Applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

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

Not Applicable

§ 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

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital ~~data~~-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.

§ 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.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.2.2 The Owner agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond the Architect's ability to predict or control and understands that the Architect by training and experience does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards. Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations or assessments provided as part of the Architect's Services are presented solely on the basis of data currently available and may no longer be valid if that data materially changes. The Owner further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore events are based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures. Therefore, the Architect and the Owner have discussed the risks and benefits of resilient design alternatives and the Owner agrees that because disruptive climate events are unforeseeable at the time this contract for services was negotiated, that it will waive any claim against the Architect related to climate events that exceed those addressed by existing codes and standards.

§ 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 one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) 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 a combined single limit one million dollars (\$ 1,000,000.00) per accident for bodily injury,

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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 one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) 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 one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) 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 policies 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 usual and customary Architect's Basic Services consist of those ~~described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services indicated in Section 1.1.11.1 and as described in this Article 3.~~ Services not indicated in Section 1.1.11.1 and 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.

§ 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.

§ 3.1.3.1 The Owner and Architect are aware that many factors outside the Architect's reasonable control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices. For purposes of this Agreement, such factors include, but may not be limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, pandemics, epidemics, quarantines, or

other local, state, or national declared emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's representatives, contractors or consultants; or discovery of any hazardous substances or differing site conditions or other similar or reasonably unforeseen events. Notwithstanding the above factors, Architect reserves the right to seek common law defenses as may be applicable if such services are adversely affected.

§ 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-acceptance~~.

§ 3.1.5 The Architect ~~shall~~ shall, at appropriate times, 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.~~ 3.1.7 The Architect shall exercise usual and

~~§ 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.~~ customary professional care in

~~§ 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.~~ its efforts to comply with applicable laws, codes and

~~§ 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.~~ regulations in

~~§ 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.~~ effect as of the

~~§ 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.~~ date of the

~~§ 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.~~ submission to

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

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§ 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; building authorities. Design changes made necessary by newly enacted laws, codes and~~

~~§ 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 regulations after this date, may, if agreeable to~~

§ 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, both parties, require a reasonable adjustment in the schedule and additional compensation in accordance with~~

~~§ 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.~~

~~§ 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 provisions of 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. In the event of a conflict between the applicable laws, codes and regulations of various governmental entities having jurisdiction over

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

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~~§ 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. this Project, the Architect shall~~

~~§ 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. notify the Owner~~

~~§ 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. of the nature and impact of such conflict. The~~

~~§ 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. Owner agrees to cooperate and~~

~~§ 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. work with~~

~~§ 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. in an effort to resolve this conflict.~~

~~§ 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 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.~~

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

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| § 4.1.1.28 Furniture, furnishings, and equipment Furniture design | Not Provided |
| § 4.1.1.29 Other services provided by specialty Consultants Energy Modeling | Not Provided |
| § 4.1.1.30 Other Supplemental Services Life Cycle Cost Analysis and Energy Modeling as Design Tool | Not Provided |
| | |

§ 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. Refer to Exhibit A

(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 of the Architect

§ 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 Anticipated duration of 5 months from execution of contract (5) 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.

§ 5.1.1 The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

§ 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.

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§ 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 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.

§ 5.4.1 The Owner shall furnish to the Architect information identifying the type and location of existing underground infrastructure on the site. The Architect is entitled to rely upon the accuracy and completeness of the information furnished to the Architect. The Architect will prepare and furnish to the Owner a plan showing the location of such underground infrastructure as provided by the Owner and indicating the locations intended for subsurface penetrations.

§ 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-defect(s) or suspected defect(s) 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. Service or in the Architect's professional services, so that the Architect may be afforded the opportunity to address such alleged fault or defect(s). Failure by~~

~~§ 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.~~

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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. to promptly notify the Architect in~~

~~§ 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. writing of the discovery or~~

~~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. suspicion of such fault or defect(s) shall relieve the Architect of liability for any damages caused by the fault or~~

~~§ 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. defect(s) in excess of the damages that would have been incurred if the Owner had given prompt notification to the Architect when such fault or defect(s) were first discovered or suspected by the~~

~~§ 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. Owner, and the Architect had promptly corrected such~~

~~§ 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. or defect(s).~~

~~§ 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.~~

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~~§ 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~~ agree 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. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

§ 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.

§ 7.3 ~~The~~ Upon full payment of all sums due or anticipated to be due Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, 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.

§ 7.6 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the Architect and the electronic files, the signed and sealed hard-copy construction documents shall govern.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of ~~action~~ action, including indemnity and any statutes of limitations and repose, 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~~ six (6) 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.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and 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)*

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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, 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

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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, termination including Reimbursable Expenses then due.

~~§ 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.

§ 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, located.~~

§ 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. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 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; other.~~

§ 10.4 ~~If Pursuant to 10.11, if~~ Pursuant to 10.11, 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

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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, relationship, third-party rights or benefits, with or a cause of action in favor of, a third party of a third party person or entity against either the Owner or the Architect. The Architect's services, Instruments of Service, and work product required under this Agreement are being performed and are intended solely for the Owner's use and benefit.~~

~~§ 10.6 Unless otherwise required in this Agreement, the 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 to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) 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.

ARTICLE 11 – COMPENSATION

~~§ 10.10 Paragraph removed.~~

~~§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:~~
§ 11.1 The Architect shall not be required to sign any documents that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain, or that in any way might increase the Architect's risk or the availability or cost of its insurance.

~~.1 – Stipulated Sum
(Insert amount)~~

~~.2 – Percentage Basis
(Insert percentage value)~~

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~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. § 10.12 The Architect agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than seven (7) years, in a reasonably accessible manner consistent with the Architect's internal document retention policy.

~~3~~ Other

~~(Describe the method of compensation)~~ § 10.13 The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

ARTICLE 11 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,~~ 11.1 For the Architect's Services described herein, 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.)~~ Compensation shall be the lump sum of Fifty-Nine Thousand, Seven Hundred Fifty-Six and 00/100 and 00/100 Dollars (\$59,756.00).

§ 11.2 Not Used

§ 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.)

As mutually agreed as Additional Services are required.

§ 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 twenty percent (20 %), 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 (|) | %) |
| <hr/> | | | |
| 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.~~

~~§ 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.)

Schedule of Hourly Billing Rates Calendar Year 2023

| | |
|---|--------------|
| <u>Principals</u> | <u>\$249</u> |
| <u>Architects</u> | |
| <u>Senior Project Manager</u> | <u>\$228</u> |
| <u>Project Manager</u> | <u>\$179</u> |
| <u>Architect</u> | <u>\$171</u> |
| <u>Project Designer</u> | <u>\$113</u> |
| <u>Security and Detention Design</u> | |
| <u>Security Design Specialist</u> | <u>\$215</u> |
| <u>Moseley Engineering Director</u> | <u>\$249</u> |
| <u>Moseley Mechanical/Electrical/Plumbing/Engineering</u> | |
| <u>Senior Engineer</u> | <u>\$200</u> |
| <u>Engineer/Designer</u> | <u>\$163</u> |
| <u>Intern Technician</u> | <u>\$113</u> |
| <u>Moseley Structural Engineering</u> | |
| <u>Senior Engineer</u> | <u>\$179</u> |
| <u>Engineer/Designer</u> | <u>\$149</u> |
| <u>Intern Technician</u> | <u>\$113</u> |
| <u>Moseley Interior Design</u> | |
| <u>Interior Design Director</u> | <u>\$200</u> |
| <u>Senior Interior Designer</u> | <u>\$134</u> |
| <u>Project Interior Designer</u> | <u>\$113</u> |
| <u>Corrections Planner</u> | <u>\$249</u> |
| <u>Criminal Justice Consultant</u> | <u>\$194</u> |
| <u>Construction Administration</u> | |
| <u>Construction Administrator</u> | <u>\$171</u> |
| <u>Specification Writer</u> | <u>\$171</u> |
| <u>Sustainability Planning</u> | |
| <u>Sustainability Planning Director</u> | <u>\$200</u> |
| <u>Energy Analyst</u> | <u>\$167</u> |
| <u>Sustainability Coordinator</u> | <u>\$149</u> |
| <u>Administrative</u> | <u>\$79</u> |

Rates are subject to change on January 1 of each year

| | |
|-----------------------------|----------------------|
| <u>Employee or Category</u> | <u>Rate (\$0.00)</u> |
|-----------------------------|----------------------|

§ 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;

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- .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;~~ Project (unless specifically included in the Basic or Supplemental Services);
- .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 ten percent (10 %) 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.~~

§ 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 thirty (30) 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.)

12 % twelve percent per annum

§ 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 and final 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.

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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.)

12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

12.5 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others that they are not legally liable.

12.6 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

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12.7 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

12.8 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

12.9 If the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect.

12.10 As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action, including negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees and subconsultants (collectively, Architect), which may arise out of or may be connected to the presence of such hazardous materials. The Owner acknowledges that the Architect is not and shall not be required to be an arranger, generator, operator or transporter of hazardous materials present at or near the Project site (as these terms are defined in applicable federal or state statutes and all related regulations).

12.11 This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

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: Exhibits:


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(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.



OWNER (Signature)

Kirk Smith, Chairman
Board of Commissioners -

(Printed name and title)

ARCHITECT (Signature)

Todd B. Davis, Vice President
Moseley Architects P.C.-

(Printed name, title, and license number, if required)

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



Finance Officer, Lee County

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 11:36:59 ET on 10/10/2023 under Order No. 4104238914 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: Moseley Architects
COUNTY DEPARTMENT: General Services
SUBJECT OF CONTRACT: Jail Feasibility Study
DATE/TERM OF CONTRACT: October 16, 2023

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

No pledge of taxing authority. No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements: The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires

certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Divestment from companies that boycott Israel: Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

Iran Divestment Act Certification. The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address and should be updated every 180 days.

Non-Discrimination in Employment. The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

Indemnification: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Contractor’s negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

Drug-Free Workplace. During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the CONTRACTOR: _____ Title: _____

For LEE COUNTY: *Kim D. Smiley* Title: *Chairman,*
Lee County Board of Commissioners

AGREEMENT FOR
COMPREHENSIVE FIRE STUDY AND LONG-RANGE PLANNING SERVICES

THIS AGREEMENT (the "Agreement") is entered into and effective October 14th, 2023, (the "Effective Date") by and between LEE COUNTY, a body politic and corporate of the State of North Carolina, whose address is 115 Chatham Street, Suite #302, Sanford, NC 27330 hereinafter referred to as "County" and NORTH CAROLINA FIRE RESCUE INNOVATIVE SOLUTIONS, LLC, a North Carolina limited liability company, d/b/a NC FIRE CHIEF CONSULTING, hereinafter referred to as the "Consultant". Subject to the terms and conditions hereinafter set forth, the County hereby agrees to contract with the Consultant for certain services and the Consultant agrees to provide such services.

WITNESSETH:

WHEREAS, the County has identified Consultant as capable of assisting and performing certain fire service comprehensive and long-range planning services as more particularly described below; and

WHEREAS, the parties wish to enter into a written agreement memorializing certain terms of the agreement.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF SERVICES: Consultant shall provide certain fire service comprehensive evaluation and long-range planning more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Services").
2. RATE, SOURCES AND METHODS OF PAYMENT:
 - 2.1 The County shall pay the Consultant for services based on the hourly rates provided for in Exhibit A for services performed not to exceed \$71,342.75, which includes the maximum fee for services performed in addition to maximum mileage reimbursement.
 - 2.2 County agrees to pay for services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Consultant shall submit an itemized invoice to County by the end of the month following the month in which Services are performed showing the services performed as of the invoice date including a detailed description of the services performed, who performed the services, and the number of hours worked by each person performing services per day. The County shall have no obligation to pay any subcontractor other than through payment of Consultant's regular invoices and shall have no liability for payments owed to subcontractors that are not included on Consultant's invoices. Payment will be processed upon receipt and approval of the invoice by County. The Consultant shall submit all invoices applicable under the terms of this Agreement within (30) days of the Agreement termination date. All invoices shall specify the amount paid for labor, materials, and applicable taxes including, but not limited to, sales taxes. Any sales taxes shall specify the entity (state or local) to whom taxes are paid and the amount of taxes paid to said entity. If any amount owed under the terms hereof is disputed, County shall pay Consultant the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment

is entered in accordance with applicable law. No payments shall be made to Consultant until IRS form W-9 and other necessary forms required by applicable law and the County have been completed.

3. **TERM:** The services contemplated by the Agreement shall begin on _____ (or maybe the date of signing by the last party) and continue until completion of the services detailed in Exhibit A unless otherwise terminated in accordance with the terms of this agreement. Professional services are to be delivered in substantial form on or before _____, 2024, to the County by the Consultant.
4. **CONSULTING SERVICES:** Consultant represents that it is capable of working on assigned tasks or projects without the direct supervision of County and shall perform said tasks or projects in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. The parties agree that Consultant is rendering Services to the County as an independent contractor, not as an employee or agent. Nothing contained herein shall, or shall be construed to, create a partnership, joint venture, or any other relationship between the parties or confer any benefits to the other party. In Consultant's capacity as an independent contractor, Consultant shall file all required tax returns and reports, withhold and/or pay all required federal, state and local wage and employment related taxes, including but not limited to, federal income taxes, social security taxes and unemployment taxes, with respect to the amounts paid to Consultant under this Agreement.
5. **NO AGENCY:** Consultant shall have no authority to contract for or on behalf of the County, to incur obligations or indebtedness for or on behalf of the County, or in any way bind the County.
6. **TERMINATION OF AGREEMENT:** This agreement may be terminated by either party upon either party's material breach of any of its obligations hereunder and if such breach is not cured within thirty (30) days from the receipt of written notice from the non-breaching party to the breaching party. However, 30 day written notice and an opportunity for the breaching party to cure shall not be required if a same or substantially similar breach by the breaching party occurs more than twice in any six (6) month period. If the breach is not susceptible to being cured within thirty (30) days, the non-breaching party may not terminate this Agreement if the breaching party commences to cure the breach within thirty (30) day period and proceeds thereafter with reasonable diligence to cure the breach and such breach is cured by the breaching party within sixty (60) days. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

The County shall have the right to terminate this Agreement at any time without cause and upon written notice to the Consultant. Consultant shall be compensated in full for the work completed as of the date of the notice of termination. Termination of this Agreement whether for cause or without cause shall not form the basis of any claim for loss of anticipated profits for either party.
7. **STANDARD OF CARE:** The standards of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided.
8. **INSURANCE AND INDEMNITY:** Consultant shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to legal action) to the extent arising out of or resulting

from the negligent performance of this Agreement or the negligent actions of the Consultant or its officials, employees, or contractors under this Agreement or under the contracts entered into by the Consultant in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

Consultant shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to County, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 combined single limit.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the Consultant, and any subcontractor performing work under this contract, for claims of bodily injury or property damage which arise from operations of this Agreement, whether such operations are performed by Consultant, any subcontractor, or anyone directly or indirectly employed by either. Nothing herein shall be read to allow subcontractors to provide services hereunder without County's prior written consent. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKER'S COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit.

PROFESSIONAL LIABILITY – Insuring against professional negligence/errors and omissions on a claim-made basis with policy limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. "Tail" coverage will be required at the completion of this Agreement for the duration of twelve (12) months. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than twelve (12) months from the end of this Agreement. This will be a condition of the final acceptance of work or services.

County shall be named as an additional insured under all such policies (except workers' compensation and professional liability). Certificate of such insurance will be furnished to the County prior to work beginning and shall contain the provision that County will be

given thirty (30) days written notice of any intent to amend or terminate by either the Consultant or the insuring company.

9. **OWNERSHIP OF WORK:** All work and any documents prepared by the Consultant for or on account of this Agreement shall be owned by the County, and the County shall have all common law, statutory and other reserved rights, including the copyright provided, however Consultant shall retain ownership of its proprietary processes and spreadsheet applications. Submission or distribution of documents 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 County's reserved rights.
10. **NOTICES:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, deliver confirmation requested. All notices shall be deemed effective upon the date of receipt of three (3) days following deposit in registered or certified mail or with a nationally recognized overnight courier service, whichever is first.

COUNTY: Lee County Fire Marshal's Office
Attn: Aaron Bullard, Fire Marshal
115 Chatham Street, St #302
Sanford, NC 27330

CONSULTANT: North Carolina Fire Rescue Innovative Solutions, LLC
Attn: Gregory H. Greyson
3140 Abingdon Place
Burlington, NC 27215

11. **AUDIT RIGHTS:** For all work being performed under this Agreement, the County has the right to inspect, examine, and make copies of all books, accounts, records, receipts, invoices and any other writing or documents relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the Consultant must make the materials to be audited available within one (1) week of the request for them. This provision shall remain in effect for 3 years after the completion of the contract.
12. **SAFETY:** Consultant and its employees, agents or subcontractors will observe posted safety requirements of the County and those required by law. Consultant is responsible for the safety of its employees, agents, or subcontractors at all times while on the County's premises.
13. **COUNTY NOT RESPONSIBLE FOR EXPENSES:** County shall not be liable to Consultant for any expenses paid or incurred by Consultant unless otherwise agreed to in writing.
14. **EQUIPMENT:** Consultant shall supply, at its expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.
15. **NONDISCRIMINATION IN EMPLOYMENT:** Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin or disability. In the event Consultant is determined by the final order of an

appropriate agency or court to be in violation of any nondiscrimination provision of federal state, or local law or this provision, this Agreement may be cancelled, terminated, or suspended in whole or in part by the County, and Consultant may be declared ineligible for further County contracts.

16. **COMPLIANCE WITH LAWS:** Consultant represents that it is in compliance with all Federal, State, and local laws, regulations, or orders. The implementation of this Agreement will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.
17. **SUCCESSORS AND ASSIGNS:** Consultant shall not assign its interest in this Agreement without the prior written consent of the County.
18. **ENTIRE AGREEMENT:** This Agreement, including all documents attached hereto, shall constitute the entire understanding between County and Consultant and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by mutual written agreement of the parties. In the event of conflicts between the Agreement documents, this Agreement shall take precedence.
19. **SEVERABILITY:** Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.
20. **THIRD-PARTY beneficiaries:** None of the obligations and duties of Consultant or County hereunder shall in any way or in any manner be deemed to create any obligation of Consultant or County to, or any rights in, any person or entity not a party hereto. This Section shall survive the expiration or termination of this Agreement.
21. **GOVERNING LAW; JURISDICTION; VENUE:** The construction and performance of this Agreement shall be governed by and construed pursuant to the law of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement shall be brought in the appropriate state court sitting in Lee County, North Carolina, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction. Said court located in Lee County, North Carolina shall have exclusive jurisdiction over disputes under this Agreement.
22. **VOLUNTARY EXECUTION/AUTHORITY:** By signing below the parties hereto certify they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition, and provision is fair and reasonable; and that each party has received a signed copy of this Agreement. The parties stipulate that the signor has legal authority to sign on behalf of its organization and bind the organization to the terms of this Agreement.
23. **COUNTERPARTS:** To facilitate execution, this Agreement may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.
24. **E-VERIFY:** Consultant warrants that it is and shall at all times remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Consultant shall require that all subcontractors providing services related to this Contract be and

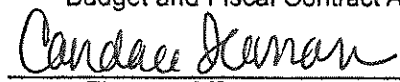
remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements of this subsection shall be an event of default hereunder.

25. RESTRICTED COMPANIES LIST: Consultant represents that as of the date of this Agreement, Consultant is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. General Statute § 147-86.58. Consultant also represents that as of the date of this Agreement, Consultant is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. General Statute § 147-86.81.
26. During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

LEE COUNTY

By: 
Kirk D. Smith, Chairman
Lee County Board of Commissioners

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


Finance Officer, Lee County

ATTEST: 
Hailey Hall, Clerk to the Board

NORTH CAROLINA FIRE RESCUE INNOVATIVE SOLUTIONS, LLC
d/b/a NC FIRE CHIEF CONSULTING

By: _____
Gregory H. Grayson, Chief Officer

PRE-AUDIT CERTIFICATION

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

By Candace Iceman
Candace Iceman, Finance Director
Lee County Government

EXHIBIT "A"

[Scope of Services]



PROFESSIONAL SERVICES PROPOSAL

Comprehensive Fire Services Study and Long-Range Plan

Prepared For: **Lee County, North Carolina**

Prepared By: NC Fire Rescue Innovative Solutions, LLC dba

NC Fire Chief Consulting

NC Fire Chief Consulting

3140 Abingdon Place

Burlington, NC 27215

P: (336) 266-7998

www.NCFireChief.com

Point of Contact

Greg Grayson

Chief Officer

M: (336) 266-7998

GGrayson@NCFireChief.com



North Carolina Fire Chief Consulting
3140 Abingdon Place
Burlington, North Carolina 27215
(336) 266-7998
greggrayson@NCFireChief.com
www.NCFireChief.com

September 7, 2023

Ms. Jen Waterhouse
Lee County Government
115 Chatham Street – Suite 302
Sanford, North Carolina 27330
VIA: Federal Express Certified Delivery

RE: REQUEST FOR PROPOSALS FOR COMPREHENSIVE FIRE SERVICES STUDY
AND LONG-RANGE PLAN 4372-01-24

Dear Ms. Waterhouse,

Please review the documents within this proposal organized as outlined in your request for proposal as due of September 8, 2023, by 2pm.

We would be most honored to assist Lee County in this most important endeavor. NC Fire Chief Consulting is North Carolina's lead fire consulting firm. We serve as the fire consulting provider through the North Carolina League of Municipalities, and we have helped many counties and municipalities within our growing state. We have a top-notch team of subject matter experts within North Carolina and would sincerely appreciate further dialogue with Lee County staff in the consulting provider selection process.

We look forward to collaborating to strengthen and improve the fire protection service delivery system in Lee County. Please let us know how we can best help moving forward.

Sincerely,

Gregory H. Grayson
Chief Officer

Technical Proposal

Based upon the requests and information received and data provided to North Carolina Fire Chief Consulting (NCFCC) to date, we would offer the following levels of specific assistance to Lee County:

| Core Individual Scope Tasks | Estimated Professional Services Hours |
|--|---------------------------------------|
| <p>1. Structured Communication with Lee County Project Team, Executive and Elected Officials:</p> <ul style="list-style-type: none"> a) Hold monthly virtual meetings over an approximate six-month period with the members of the Lee County Project Team to report on progress and gain direction on next steps in the process. b) Establish a project Dropbox for all pertinent documents for the Lee County Project Team to use throughout the process to immediately always have up-to-date information. All posted work documents will be provided digitally to Lee County. c) Provide virtual interviews with the County Manager and seven (7) county elected officials as stakeholders to gain perspective and understanding of the needs of the service delivery system into the future. d) Provide a virtual draft presentation to the Project Team of the report findings, making modifications as necessary. e) Provide an approximate one-hour presentation to the Lee County Board of Commissioners at the conclusion of the project, as scheduled by Lee County staff. This will include one hard copy report and PowerPoint presentation developed for this purpose. (Mileage 100) | 40 |
| <p>2. Structured Communication with Lee County Fire Service Stakeholders:</p> <ul style="list-style-type: none"> a) Hold one fire chiefs group stakeholder session on site, in person at the onset of the project with full fire chiefs' group to explain plan, purpose, approach, provide some introductions and build rapport. NCFCC will develop and provide a PowerPoint presentation for use at this session. At least two (2) NCFCC consultants will attend in person. (Mileage 275) | 40 |

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| <ul style="list-style-type: none"> b) Hold one stakeholder session on site, in person at the completion of the project, same as Commissioner meeting date with the fire chiefs to deliver the presentation to them. c) Hold individual virtual sessions with each of the seven (7) provider fire chiefs and the Board of Director President with two (2) consultants to hear from each provider agency about key issues and concerns (SWOT format). d) Hold an individual virtual session with the Sanford Fire Chief and the Sanford City Manager to hear from them about key issues and concerns (SWOT format). e) Subsequently, assemble and administer an electronic survey for all members of the seven (7) contracting Lee County fire departments based upon the information received from the fire chiefs to gage priority issues across the county with firefighters determining the priority needs/issues/concerns electronically and providing open feedback in the survey instrument as well. NCFCC will provide a customized link and convey the information to fire chiefs via written format. NCFCC will provide a high-level summary of responses from the survey within the final report. f) NCFCC will provide fire chiefs with periodic briefs as needed for components, such as directions for the surveys, information sought from the one-on-one sessions, etc. | |
| <p>3. Structured Communication with Lee County General Public:</p> <ul style="list-style-type: none"> a) NCFCC will prepare and present an in-person, on-site public presentation in "Town Hall" fashion as directed by Lee County to gain public input and comments about the fire protection service delivery in Lee County. Two (2) consultants will be on-site. Responses will be summarized in the final report. Feedback from this public session will be used to help develop and craft the public survey instrument. Lee County will be responsible for providing the venue, advertisement, and needed equipment for this event. (Mileage 275) b) Subsequently, NCFCC will assemble and administer an electronic survey for the public to provide input and feedback on their fire protection service delivery system. NCFCC will provide a customized link for Lee | 16 |

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| <p>County and Lee County will be asked to distribute the link through their public information resources. The link would be valid for 3-4 weeks. NCFCC will provide a high-level summary of the responses within the final report.</p> | |
| <p>4. GIS/RMS (Geographical Information System and Records Management System) Data Analysis of Demonstrated Performance in Lee County:</p> <ol style="list-style-type: none"> a) NCFCC will provide a GIS data needs analysis sheet that will allow us to provide needed data and create the necessary layers to conduct analysis. b) Visually establish geographic response areas that reflect a closest station response area from all current ISO/NCOSFM recognized fire stations. c) Identify areas of overlap in coverage utilizing the ISO and NFPA 1720 travel time standard. d) Create ISO/NCOSFM travel distance maps with fire districts and fire stations. e) To the extent possible, based upon data available from the County's computer aided dispatch (CAD) system, establish a first unit arrival standard of coverage (SOC) and compare that SOC to the NFPA 1720 standard for first unit arrival with available information. f) Create maps depicting gaps and overlaps between existing fire stations. g) Determine the overall system demand coverage percentage and depict those values visually. h) Conduct a workload analysis with data provided by the County <u>to the extent possible</u> for the following components for <u>each</u> individual contracting fire department: <ul style="list-style-type: none"> • Workload history by year and type trends. • Workload by month and type trend analysis. • Workload by day/week type trend analysis. • Workload by hour and type trends. • Response time performance by call type. • Response time performance by hour of day compared to workload by hour. • Conduct future deployment analysis for provided population projections at 5, 10 and 15 years. • Conduct fire service workload projections at 5-, 10- and 15-year intervals. | <p>96</p> |

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| <ul style="list-style-type: none"> i) Conduct an analysis of fire station locations additions, deletions, or relocations based on analysis of population, risk and demand coverage against modeled travel time and analyze any additional units that would be recommended, if needed. j) Note that based upon initial research, NCFCC would need to extract data from the Central Square One-Solution CAD, by exporting from the training CAD database. This will be a labor-intensive process and require NCFCC to build out a new data model for Lee County. However, the PowerPivot table that is built could continue to be used by Lee County into the future. | |
| <p>5. Fire Department Financial Analysis:</p> <ul style="list-style-type: none"> a) NCFCC will develop and provide a digital data collection spreadsheet for each contracting fire department in Lee County to complete which will capture fiscal data and capital equipment data. It will require attachments of the organization's federal 990 form (where applicable). b) This review of available financial records of each contracting fire department will determine the following key elements over the most recent fiscal year period: <ul style="list-style-type: none"> i. Outputs: <ul style="list-style-type: none"> • Current annual capital funding/debt service obligations. • Current total annual operating costs. • Total dollars/percentage designated to personnel and benefits. ii. Inputs: <ul style="list-style-type: none"> • Municipal funding. • Fundraising. • Grants and other identified funding sources. iii. Fund Balance: <ul style="list-style-type: none"> • Designated and undesignated amounts. c) NCFCC will also use the Lee County developed form to collect data to determine a staffing analysis, determining staffing by contracting fire departments based in relation to their workload analysis. d) Fire apparatus data will also be collected by this instrument, capturing the age, pump capacity and tank capacity and other data for each fire department as well as other significant capital equipment. | 24 |

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| <ul style="list-style-type: none"> e) This data will be reviewed and discussed during the one-on-one discussions with each fire department to ensure accuracy and resolve any questions that NCFCC may have related to the data. NCFCC can only work with the data that is provided by the Lee County contracting fire departments. f) For Broadway (the only municipality currently noted in Lee County that is served by a private, non-profit fire department, NCFCC will construct a viable conceptual cost-share city-county model as a North Carolina best practice for a fire department that serves both a municipality and an unincorporated area using the following data points as provided by the County and other credible sources (as available): <ul style="list-style-type: none"> i. Population. ii. Property square footage. iii. 9-1-1 dispatches. iv. Square mileage. v. Property valuation. | |
| <p>6. Lee County Fire Service Capital Assets:</p> <ul style="list-style-type: none"> a) Develop a listing of real property assets owned by contracting fire departments with approximate valuation. b) Develop a listing of large fire apparatus owned by contracting fire departments and associated valuation of each piece of apparatus. c) Develop a general inventory of high value loose equipment such as radios, self-contained breathing equipment, extrication equipment, etc. d) Construct a projected capital replacement plan for capital assets based upon industry best practice in North Carolina with projections for life expectancy for both real property and apparatus. e) Project capital replacement costs in the next five (5) fiscal years beginning with FY 23-24 through FY 28-29. f) Estimate the capital replacement costs for the following five fiscal years based on data submitted (10 years total). g) Data used to determine the fire apparatus replacement costs will be through industry best practice. | <p>16</p> |

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| <p>7. Apparatus Mechanical Evaluation and Fire Facility Evaluation:</p> <ul style="list-style-type: none"> a) Physically conduct in-person, on-site a mechanical evaluation of each large fire apparatus, against the NFPA consensus standard. NCFCC will provide a rating for each apparatus and identify any significant issues that are apparent to the two (2) mechanical SMEs. This data will be reported in both chart and written form. b) To operate as efficiently as possible, Lee County will need to coordinate these visits for NCFCC personnel such that each fire station can be visited in the most efficient manner. NCFCC will also need a digital or written document showing the most recent ISO report for each of the fire districts. c) NCFCC will conduct an ISO comparison against the actual fire apparatus that is inspected against the ISO requirements related to providing the basic fire flow for the district. The outcome of that comparison will be reported in chart format. If there is a delta between needed in relation to basic fire flow and apparatus that the fire department actually operates, that will be reported. d) During this same on-site, in-person visit, NCFCC will provide a third SME that will review and evaluate the fire station facility from a functional and safety perspective. Key items of attention that are needed for consideration will be captured and reported upon. NCFCC will also provide some baseline facility observations and considerations. <p>(Mileage for 3 SMEs per day = 375. 3 workdays are projected. Total mileage = 1,125)</p> | 80 |
| <p>8. Lee County Hydrant Review:</p> <ul style="list-style-type: none"> a) To the extent that information is available, Utilizing GIS, NCFCC will review area of Lee County covered by hydrants, as defined by ISO, and identify areas of greatest need related to population density. b) NCFCC will review what maintenance procedures are being conducted currently and make recommendations | 8 |

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| <p>consistent with ISO of changes that would be needed to gain an improved ISO rating.</p> | |
| <p>9. Lee County Service Contract Review and Automatic Aid Agreement Review:</p> <ul style="list-style-type: none"> a) Review Lee County’s current service agreement with provider fire departments and provide observations and recommendations, presenting a best practice service district model contract/agreement between Lee County Government and contracting private non-profit corporation fire departments and/or municipalities for Lee County to consider that is in alignment with other actual experienced models within North Carolina. This document should be customized to meet the specific needs of Lee County. b) NCFCC will also review current automatic aid agreement(s) and make recommendations for improvement in order to gain the most credit possible under the ISO system. | <p>16</p> |
| <p>10. North Carolina Service District Analysis:</p> <ul style="list-style-type: none"> a) NCFCC will conduct an analysis of the current fire district funding system and structure and contrast opportunities with pros and cons to developing a unified county service district (NCGS Chapter 153A) as the primary funding structure for Lee County to use in the future. This analysis will review any municipal area that would need to be considered (Broadway) and provide a summary that outlines the essential elements that the Lee County Board of Commissioners must consider as specifically outlined in North Carolina General Statutes for Lee County to present any potential service district plan along with conversion of any existing service districts or rural fire tax districts (NCGS Chapter 69) to the countywide service district model. b) Illustrative documents will be provided for Lee County, such as the resolution calling for a service district public hearing, the municipal resolution, the required NCGS plan that must be available to the public prior to the public hearing, the resolution adopting the service district, as well as an essential fiscal year timeline. | <p>16</p> |

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| <p>11. Lee County Hazard Risk Community Analysis:</p> <p>a) Integral to station location analysis is evaluating the risks within the community. We utilize the community risk reduction modeling that depicts the following attributes:</p> <ul style="list-style-type: none"> • Description of Community Served • Population history if available • At-risk populations • Lands Use and growth patterns • Target Hazards <p>b) Natural Hazards</p> <ul style="list-style-type: none"> • Flooding, Storms, etc. <p>c) Critical Infrastructure</p> <ul style="list-style-type: none"> • Roads, Communications, Water, etc. <p>d) Community Risk Reduction</p> <ul style="list-style-type: none"> • Prevention and Mitigation • Code enforcement, prevention programs | 8 |
| <p>12. Lee County Strategic Plan Formulation:</p> <p>a) With a collective review and analysis of all the data outlined in sections 1-10 of this proposal, NCFCC will construct a strategic plan document of the key elements that Lee County should consider in response to the situation and conditions that NCFCC SMEs discover when conducting the work.</p> <p>b) This strategic plan document will follow the general format of the Center for Public Safety (CPSE) standard and will demonstrate goals and objectives. Primary goals, supporting objectives, the timeframe for each objective, and critical tasks essential to accomplishing the objective will be outlined in the CPSE format.</p> <p>c) This strategic plan will go through a Chief's roundtable team review process to produce the most comprehensive document possible that will be most usable for Lee County to determine what goals and objectives that are desired to be utilized and what timeline Lee County wants to assign to the identified critical tasks.</p> <p>d) Where needed and appropriate, team observations and recommendations will be made for Lee County to consider within the next 5- and 10-year performance period.</p> | 40 |

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| e) Produce all the above in a bound, hard copy as well as digital format. | |
| TOTAL Projected Professional Services Hours: <i>(Total projected mileage reimbursement = 2,050)</i> | <u>400</u> |

General Approximate Project Timetable:

Month #1 after purchase order is issued:

- Personally meet with fire chiefs on site and distribute information packets for a 30-day return (Component #2).
- Conduct RMS analysis utilizing the CAD system for each department to construct a PowerPivot table. (Component #4)
- Gather GIS data. (Component #4)
- Outreach to executive and elected officials for input. (Component #1)

Months # 2 and 3:

- Finalize RMS data and transfer that data to GIS for heat map plotting of incidents and finalize PowerPivot data. (Component #4)
- Run GIS data analysis. (Component #4)
- Conduct fiscal analysis and capital/apparatus analysis. (Components #5 and 6)

Months #4 and 5:

- Finalize fiscal data and meet with each department individually to fill gaps and needs. (Components # 2, 5 and 6)
- Conduct apparatus evaluation and fire facility evaluation. (Component #7)
- General Public input session and general public survey. (Component #3)
- Conduct hydrant analysis, community risk analysis and agreement/document review. (Components # 8, 9 and 11)

Months #6 and #7:

- Conduct service district analysis and develop the strategic plan documents. (Components #10 and 12)
- Present findings. (Components #1, 2, and 12)
- Present report document(s).

Company Profile

Brief history and organization of the firm:

- North Carolina Fire Rescue Innovative Solutions, LLC doing business as NC Fire Chief Consulting (NCFCC) has been serving as consultants to North Carolina local governments since January 2017. NCFCC serves as the North Carolina League of Municipalities exclusive fire consulting service provider.
- NCFCC utilizes highly experienced fire service personnel, most all who have served as chief fire officers of municipal and county fire departments in North Carolina and who are highly respected and regarded as fire service professionals. Each subject matter expert functions for NCFCC as an independent contractor. However, the team is united in all work produced through collective and collaborative means. Currently, NCFCC engages 46 independent contractors who are subject matter specialists who represent all aspects of fire service delivery.

Specific staff specialty:

- NCFCC specializes in fire station location analysis, fire service strategic planning, merger of private non-profit corporation fire departments into municipal fire departments, implementation of service district funding models, human resource enhancements, executive search and selection and all similar and related fire service areas of expertise.
- NCFCC is purposefully and strategically focused on serving local governments in the State of North Carolina, almost exclusively. This is because NCFCC knows the systems, structures, laws, and best practices in North Carolina beyond any other consulting firm in the United States.

Legal entity that will enter into the contract:

- NC Fire Chief Consulting

Location of the office where the work will be performed:

- NC Fire Chief Consulting
3140 Abingdon Place
Burlington, North Carolina 27215

Name and title of the person that is authorized to enter into a master agreement:

- Gregory H. Grayson, Chief Officer

Name and title of the person that will serve as Lee County's project team leader:

- Gregory H. Grayson, Chief Officer

Personnel Qualifications:

Below are the projected assignments and subject matter expert roles for NCFCC personnel for Lee County. Each of the persons below would work a portion of the 400 hours projected for this project. Those hours would vary. NCFCC will provide spreadsheets monthly of which consultant worked specifically on which component and the exact hours performed:

| NC FIRE CHIEF CONSULTING Lee County Comprehensive Fire Services Study | | NCFCC Staff Involvement/Engagement for Lee County | | | | | | | | | | | | |
|--|-----------------|---|-----------------------|-------------------|----------------------|---------------------|----------------------|-------------------------|------------------------|-----------------------|----------------------------|--------------------|---------------|------------------------|
| Project Component: | Projected Hours | Greg | Scott | Robert | Todd | Berry | Wes | Charles | David | Tommy | Nick | AC | Dora | Frank |
| | | Grayson Burlington | Burnette Asheville | McNally Monroe | Tuttle Greensboro | Hendren Weymouth | Hutchins Waketown | Whitworth Greensboro | Bullins Statesville | Milikan Greensboro | Campanano Fuquay Varina | Daniels Cataula | Black Duck | Blackley Wilmington |
| 1. Structured Communication with Lee County Project Team, Executive and Elected Officials. | 40 | X | X | X | X | | | | | | | | | |
| 2. Structured Communication with Lee County Fire Service Stakeholders. | 40 | X | X | | | X | X | | | | | | | |
| 3. Structured Communication with Lee County General Public | 16 | X | X | | | | X | | | | | | | |
| 4. GIS/RMS Data Analysis of Demonstrated Performance in Lee County | 96 | X | X | X | X | | | | | | | | | |
| 5. Fire Department Financial Analysis | 24 | X | X | | | | | | | | X | | | |
| 6. Lee County Fire Service Capital Assets Analysis | 16 | X | X | | | | | | | | X | | | |
| 7. Apparatus Mechanical Evaluation and Fire Facility Evaluation | 80 | X | | | | | | X | X | X | | X | | |
| 8. Lee County Hydrant Review | 8 | X | X | X | | | | | | | | X | X | |
| 9. Lee County Service Contract Review and Automatic Aid Agreement Review | 16 | X | X | | | | X | | X | | X | X | X | |
| 10. North Carolina Service District Analysis | 16 | X | X | X | X | X | X | | X | | X | X | | |
| 11. Lee County Hazard Risk Community Analysis | 8 | | | X | | | | | | | | | | X |
| 12. Lee County Strategic Plan Formulation | 40 | X | X | X | X | X | X | X | X | X | X | X | X | X |
| | 400 | | | | | | | | | | | | | |

Gregory H. Grayson, Fire Chief (ret), City of Greensboro, NC

Chief Greg Grayson has more than 39 years of progressive experience in the North Carolina fire and rescue service. His experience includes beginning public service as a volunteer firefighter and ascending the career ranks to become the Fire Marshal/Fire Rescue Director for Wake County, North Carolina. In the following seventeen years, he served as the fire chief for three North Carolina urban cities – Burlington, Asheville, and Greensboro. In these executive leadership capacities, he was responsible for comprehensive fire and rescue operations, prevention programs, training and career development, emergency management functions and specialized regional response teams. In Burlington, he effectively led positive organizational change and implemented an innovative reserve firefighter program. In Asheville, he commanded significant re-engineering throughout the fire department and led Asheville to become an accredited agency. In Greensboro, he led the department to maintaining both accreditation and ISO “Class1” status and navigated the department through difficult fiscal years and challenging large-scale emergencies. In 2015, his long-term, dedicated public service to the people of North Carolina was recognized by the Governor through the prestigious “Order of the Long Leaf Pine”, the state’s highest honor that can be awarded to a citizen.

Upon retiring from local government service, Chief Grayson was appointed by the State Fire Marshal in 2015 to proactively serve as the state's first and only public fire service management consultant, providing high level technical assistance to county and municipal managers - enabling them to better strengthen their jurisdiction's fire protection service delivery systems. He also managed statewide fire service advancement initiatives and led the Office of State Fire Marshal's Technical Services program.

Beyond extensive experience, Chief Grayson holds a Master of Public Administration, bachelor, and associate in fire protection. He holds numerous professional credentials including Chief Fire Officer (CFO), MIFireE from the Institution of Fire Protection Engineers and multiple other fire service certifications, including being North Carolina's first Advanced Firefighter. He is one of very few, if not the only, Fire Chief in the United States to also hold the Senior Professional in Human Resources (SPHR) and SHRM-SCP credentials. He is active in the North Carolina Association of Fire Chiefs and the IAFC Metropolitan Fire Chiefs organizations and continues to serve as a volunteer firefighter in his home community.

Scott Burnette, Fire Chief (ret), City of Asheville, NC

Chief Burnette recently retired from Asheville Fire Department after more than 30 years of municipal fire protection experience, the last 14 as Fire Chief. Chief Burnette has also served as Fire Chief of the Mills River Fire Department in Henderson County. Chief Burnette led the Asheville Fire Department's initial accreditation effort as accreditation manager and continued to achieve accredited agency status for the department multiple times. He led the department through a tragic line-of-duty death in 2010. Chief Burnette implemented many innovative and progressive programs in his tenure in Asheville and led in the development and construction of Fire Station 13, increasing department staffing and opening a model regional fire training facility.

Chief Burnette has remained a certified and practicing North Carolina Paramedic and continues to serve with Henderson County EMS as a Paramedic responder. Chief Burnette has earned an associate degree in fire protection from Gaston College, was in the first graduating class of the University of North Carolina at Charlotte Fire Protection Engineering bachelor's degree program, graduating with honors, and received a master's degree in fire service leadership. He has held the Chief Fire Officer Designation since 2008.

Todd Tuttle, Assistant Chief (ret), Greensboro NC

Chief Tuttle is a 33-year fire service veteran who also served as a paramedic. For the last half of his career, he managed the intricate records management systems for the City of Greensboro Fire Department, which is an accredited, ISO Class 1 city. These duties included CAD, mobile data, AVL, FireHouse, GIS technologies, Accreditation, performance management and many other related areas. Chief Tuttle is recognized throughout the state and nation as a technical expert on Firehouse records management systems as well as data analysis.

Robert McNally, Beacon GIS

A GIS Analyst/Planner with niche specialty and ground experience for Fire, Rescue, EMS, Public Safety, Emergency Management, and Homeland Security projects, Robert owns Beacon GIS, a first responder planning services firm. Robert brings 20 years of public safety experience as a responder, manager, and trainer. He has been awarded twice for his service to the community. He graduated magna cum laude with bachelor's degree in public administration, securing an honor scholarship while in the midst of his education. Robert also has a graduate degree in Urban and Regional Planning from the University of North Carolina at Charlotte. Robert McNally has spoken at several conferences on the subject of public safety and homeland security and Beacon GIS has been involved in over 180 projects for emergency services of various sizes across the United States & Canada.

Frank Blackley, Assistant Fire Chief (ret), City of Wilmington, NC

Chief Frank Blackley recently retired as an Assistant Chief from the Wilmington, NC Fire Department after 35 years of service. He was previously Fire Marshal during which time he served two terms as president of the NC Fire Marshals Association. He was assigned as the Operations Chief for three years prior to his last position over Support Services where he supervised the training, fire and life safety, logistics, fleet maintenance divisions, and managed the department's annual budget. He previously worked for Wrightsville Beach Fire Department and New Hanover County Fire Rescue. In recent years he has taught nationally for Vision 20/20 and is one of their technical advisors for Community Risk Reduction. He is an adjunct instructor for the National Fire Academy and assisted in development of a class on community risk reduction at the station level and. He was heavily involved with the department's accreditation process and understands the need for accurate data. He is a graduate of the National Fire Academy's Executive Fire Officer's Program and has a master's in public administration.

David Bullins, Fire Chief (ret), Statesville, NC

Chief David Bullins has served the NC fire service since 1982. His career started as a volunteer in the rural Piedmont area and ended as a career municipal fire chief in the foothills of the state. Chief Bullins served the Summerfield Fire Department as a volunteer and was the first paid firefighter on their roster. His career continued with the City of Greensboro Fire Department where he rose through the ranks serving as firefighter, captain, battalion chief, and planning & research officer. Part of his career with Greensboro Fire Department was that of Training Officer. Chief Bullins was appointed to the position of Fire Chief for the City of Statesville in 2007. After retiring in 2014 from the fire service, he continued his training and education goals by serving as the Fire and Emergency Management Department Chair for Guilford Technical Community College. He now serves as the Director of Public Safety for Mitchell Community College in Statesville, N.C. and teaches fire technology and emergency management throughout the state. Chief Bullins has a master's degree from Oklahoma State University in Fire & Emergency Management Administration, a bachelor's degree the University of Cincinnati in Fire & Safety Engineering Technology, and associate of applied science degree from Guilford Technical Community College. He also is a graduate of the

National Fire Academy Executive Fire Officer Program and is designated as a Chief Fire Officer (CFOD) from the Center for Public Safety and Excellence.

Wes Hutchins, Fire Chief (ret), Walkertown, NC

Chief Hutchins serves as the Executive Director of the North Carolina Association of Fire Chiefs. Previously, he served as the Dean of Emergency Services for Forsyth Technical Community College. He also served for near 44 years as Fire Chief for Walkertown Fire Department, where he now serves as a Town Council Member. He holds a master's in public administration Degree from Grand Canyon University, a bachelor's from Gardner-Webb University and an Associate in Fire Protection from Guilford Technical Community College.

Barry Hendren, Assistant Chief (ret), City of Asheville, NC

Chief Hendren recently retired from Asheville Fire Department at the Assistant Chief level after more than 33 years of municipal fire protection experience. Chief Hendren was instrumental in developing and leading the department's training programs, accreditation efforts and served in a leadership capacity most of his career in Asheville. Chief Hendren was responsible for all shift operations, strategic planning, fire marshal's office and EMS program in his role.

AC Daniels, Program Manager (ret), NC Office of State Fire

Chief Daniels was responsible for the OSFM ISO program from initiation through 2016. He is recognized throughout North Carolina as a subject matter expert on all ISO issues. Work in this sector will also involve current NCOSFM staff when and where possible through Chief Daniels.

Donna Black, Fire Chief, Town of Duck,

Chief Black brings a career of experience to the team. She is currently the President of the International Association of Fire Chiefs (IAFC) and will soon transition to past president. She brings experience from leading combination fire departments and extensive knowledge of fire service delivery systems and issues from across the United States.

Tommy Millikan, Chief Mechanic (ret.), City of Greensboro, NC

Tommy Millikan brings over 40 years of extensive fire apparatus mechanical experience to the team. He served as Greensboro's chief mechanic for more than a decade and is recognized throughout North Carolina as a subject matter expert on all fire apparatus issues and needs.

Nick Campasano, Fire Services Director (ret.), Wake County, NC

Chief Campasano brings over 40 years experience to the team of fire service leadership, most recently in the director role for Wake County as they have progressed to a best practice fire service delivery model system in North Carolina.

Comparable Projects:

NCFCC has conducted many related projects in North Carolina. A list of recently served North Carolina local governments is provided below. NCFCC will gladly provide Lee County with examples of any of the work identified upon request. The work is extensive and will need to be provided through Dropbox. As requested, the last three comparable projects that NCFCC has completed include:

Yadkin County – 2023 – Countywide fire services analysis and strategic plan recommendations. County Manger Lisa Hughes was our principal contact. Email for Ms. Hughes is lhughes@yadkincountync.gov and phone is 336-849-7900.

Bertie County – 2023 – Countywide fire services analysis with a focus on creating a countywide service district consistent with NCGS. Emergency Services Director Mitch Cooper was our principal contact. Email for Mr. Cooper is mitch.cooper@bertie.nc.gov and phone is 252-724-1675.

Gaston County – 2022 and 2023 – Countywide fire services analysis with a focus on creating a countywide service district consistent with NCGS. Also provided services in review and revision of the emergency operations plan and continuity of operations plan. Our principal contact for the fire portion of the project is no longer with the county. However, Assistant County Manager Vincent Wong was a secondary contact in that work and has been a primary contact in the continuing 2023 work. Email for Mr. Wong is vincent.wong@gastongov.com and phone is 704-866-3000.

We would encourage Lee County to speak with any of our clients about the quality and value of our work as well as our responsiveness. The list of recent North Carolina local governments that we have served is provided below is sorted by population. We will be glad to provide details about any project on the list or contact information upon request.

NC Fire Chief Consulting
Recent Assistance to North Carolina Local Governments - 2023

| <u>NC County(Size)</u> | <u>Contact Person</u> | <u>Population</u> |
|------------------------|-----------------------|-------------------|
| Wake | Darrell Alford | 1,150,204 |
| Guilford | Jim Albright | 542,410 |
| Cumberland | Gene Booth | 335,506 |
| Buncombe | Ryan Cole | 271,534 |
| Cabarrus | Steve Langer | 231,278 |
| Gaston | Vincent Wong | 230,856 |
| Iredell | Kent Greene | 191,968 |
| Alamance | Sherry Hook | 173,877 |
| Brunswick | Brian Watts | 144,215 |
| Cleveland | Perry Davis | 100,359 |
| Rutherford | Roger Hallfield | 64,586 |
| Cranville | Russ May | 61,986 |
| Yadkin | Lisa Hughes | 37,192 |
| Greene | Brock Kearney | 20,417 |
| Bertie | Mitch Cooper | 17,505 |

| <u>NC Municipality (Size)</u> | <u>Contact Person</u> | <u>Population</u> |
|-------------------------------|-----------------------|-------------------|
| Charlotte | Kristi Kjelden | 879,765 |
| Greensboro | Jim Robinson | 298,263 |
| Durham | Andy Sannipoli | 285,527 |
| Winston-Salem | Trey Mayo | 250,320 |
| Fayetteville | Mike Hill | 208,778 |
| Asheville | Chris Budzinski | 94,067 |
| Greenville | Brock Davenport | 88,728 |
| Gastonia | Phil Welch | 81,161 |
| Alex | Tim Herman | 62,911 |
| Chapel Hill | Chris Blue | 61,128 |
| Burlington | Rachel Kelly | 58,818 |
| Kannapolis | Tracy Winicoff | 54,446 |
| Mooresville | Curt Deaton | 51,594 |
| Wake Forest | Kip Padgett | 49,657 |
| Hickory | Matt Hutchinson | 43,532 |
| Holly Springs | Jaime Joyner | 43,524 |
| Salisbury | Bob Parnell | 35,760 |
| Monroe | Ron Fowler | 34,888 |
| Gasmer | Matt Poole | 31,935 |
| New Bern | Bobby Boyd | 31,346 |
| Sanford | Hal Hegwer | 30,678 |
| Matthews | Rob Kinniburgh | 29,623 |
| Statesville | Andy Weatherman | 28,844 |
| Clayton | Lee Barbee | 28,306 |
| Thomasville | Eddie Bowling | 27,203 |
| Shelby | William Hunt | 21,947 |
| Waxhaw | Greg Sharpe | 21,673 |
| Clemmons | Lary Halloman | 21,517 |
| Knightsdale | Loren Cone | 19,576 |
| Lexington | Paul Jarrett | 19,516 |
| Harrisburg | Bryan Dunn | 19,463 |
| Elizabeth City | Chris Carver | 18,703 |
| Mebane | Bob Louis | 18,408 |
| Graham | Tammy Cole | 17,273 |
| Stallings | Johnny Blythe | 16,481 |
| Belmont | Todd Davis | 15,136 |
| Hendersonville | James Miller | 15,099 |
| Blair | Landon Massey | 11,350 |
| Rolesville | Kelly Arnold | 10,047 |
| Morehead City | Courtney Wade | 9,688 |
| Zebulon | Chris Perry | 7,974 |
| Kill Devil Hills | Troy Tilley | 7,777 |
| Marion | Bob Boyette | 7,652 |
| Mocksville | Frank Carter | 5,908 |
| Creedmoor | Billy Fisher | 5,017 |
| Weaverly | Scottie Harris | 4,631 |
| Randleman | Katie Hertzog | 4,631 |
| Pittsboro | Daryl Griffin | 4,592 |
| Elkin | Brent Cornelison | 4,060 |
| Stanley | Heath Jenkins | 4,004 |
| Nags Head | Randy Wells | 3,182 |
| Haw River | Sean Tencer | 2,263 |
| Youngsville | Justin Graney | 2,119 |
| Dobson | Jeff Sedlacek | 1,390 |
| McLeansville | Brandon Cobb | 925 |
| Topsail Beach | Christina Burke | 481 |

Proposed Fee:

The project as outlined in the proposed scope of work totals 400 professional services hours. NCFCC serves as the North Carolina League of Municipalities fire consulting provider under contract as a preferred partner. For NCLM, our hourly contract rate is \$175 per hour, which provides a \$75 per hour discount. We extend our NCLM contract pricing to the NC Association of County Commissioners members. Therefore, our rate for Lee County will be \$175 per hour.

For 400 projected hours of professional services, the total cost for Lee County, as proposed, would be **\$70,000**.

Mileage reimbursement for the project is estimated at approximately 2,050 miles. At the current federal rate, the total reimbursement for mileage would be **\$1,342.75**.

Hence the maximum professional fee for Lee County for the project as proposed is \$70,000 and the maximum mileage reimbursement would be \$1,342.75.

Two important considerations for Lee County related to pricing are:

1. NCFCC only invoices for work actually performed. We provide a spreadsheet of actual work hours with each invoice, usually monthly, that outlines the SME and the specific work performed. Often the total projected work hours (400 for Lee County) are not needed for the project and the cost to Lee County could be less. However, cost would not exceed the maximum total provided above for the provided scope of work.
2. NCFCC is open to modifying the scope of work as outlined above. Should Lee County want to make amendments to the scope of work in order to meet budget constraints, we will gladly alter the proposed scope of work to meet the necessary needs. We have presented components in a modular manner and specified the projected professional services hours to more easily allow Lee County to make adjustments in the best interest of their residents/taxpayers.

We will honor the same discounted hourly rate for any additional work that Lee County should request from NCFCC through the end of FY 23-24. All change orders will need to be provided by Lee County in writing for concurrence.

Additional Information:

NCFCC will be glad to meet and discuss our work with Lee County as requested. Thank you for your consideration. Our certificate of insurance naming Lee County is included below.

ACORD CERTIFICATE OF LIABILITY INSURANCE CA 9-99020171 05/01/2023

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

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

| | |
|--|--|
| PRODUCER MAST & GARRESON, INC PO BOX 343 BURLINGTON, N.C. 27214 | CONTACT MAST & GARRESON, INC PO BOX 343 BURLINGTON, N.C. 27214 PHONE: 336-226-4444 FAX: 336-226-4444 |
| INSURED NORTH CAROLINA FIRE RESCUE INNOVATIVE SOLUTIONS, LLC 3140 ARNOLDSON PLACE BURLINGTON, N.C. 27215 | INSURERS INSURER 1: MARITIMO UNDERWRITERS INSURER 2: UNITED STATES LIABILITY INSURER 3: INSURER 4: |

| COVERAGE | CERTIFICATE NUMBER | REVISION NUMBER |
|--|--------------------|-----------------------|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> MARITIME LIABILITY <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> OTHER | 2258MAHQ1TV | 05/01/2023 05/01/2024 |
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> MARITIME LIABILITY <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> OTHER | 2258MAHQ1TV | 05/01/2023 05/01/2024 |
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> MARITIME LIABILITY <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> OTHER | 2258MAHQ1TV | 05/01/2023 05/01/2024 |
| <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> MARITIME LIABILITY <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> OTHER | 2274ECAN1TV | 05/01/2023 05/01/2024 |
| <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> MARITIME LIABILITY <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> OTHER | SP15AS110E | 01/11/2023 01/11/2024 |

CERTIFICATE HOLDER
LEE COUNTY
113 CHATHAM STREET
SUITE 202
SANFORD, N.C. 27330

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BY ONE OF THE ISSUING SALES AGENTS, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

APPROVED AND ISSUED THIS 05/01/2023 BY: *Mike Johnson*

ACORD 25 (05/16/03) The ACORD name and logo are registered marks of ACORD © 1999-2013 ACORD CORPORATION. All rights reserved.

Signature:

Respectfully Submitted,
 North Carolina Fire Rescue Innovative Solutions, LLC
 dba NC Fire Chief Consulting
 By Gregory H. Grayson, Chief Officer:



Email: GGrayson@NCFireChief.com
 Phone: 336-266-7998
 Web Address: www.NCFireChief.com



**RESOLUTION OF THE LEE COUNTY BOARD OF COMMISSIONERS
IN SUPPORT OF THE CONSOLIDATION OF
EASTPOINTE HUMAN SERVICES AND SANDHILLS CENTER**

WHEREAS, Lee County, North Carolina (“County”) and Sandhills Center have a long-standing and mutually beneficial relationship; and

WHEREAS, Sandhills Center has invested the time and resources to build a presence in the County and ensure that our most vulnerable citizens have access to the quality behavioral health services; and

WHEREAS, the representatives of the County Board of Commissioners who serve on the Sandhills Center Board of Directors voted to support the Agreement and Plan of Consolidation (“Consolidation Agreement”) between Eastpointe Human Services (“Eastpointe”) and Sandhills Center; and

WHEREAS, the Consolidation Agreement contemplates that respective programs of Eastpointe and Sandhills Center will be consolidated into a single, comprehensive program to oversee, coordinate, and monitor mental health, intellectual developmental disabilities, and substance use disorder services in the 21 county combined catchment area (the “**Consolidation**”) and that Eastpointe will manage and operate the consolidated program upon approval of the Secretary of the NC Department of Health and Human Services; and

WHEREAS, the County Board of Commissioners finds that the Consolidation is in the best interests of Eastpointe, Sandhills Center, the County, the State of North Carolina and the individuals served by Eastpointe and Sandhills; and

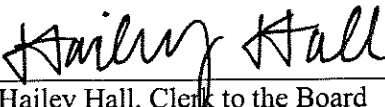
NOW, THEREFORE, BE IT RESOLVED that the Lee County Board of Commissioners hereby adopts this Resolution in Support of the consolidation of Eastpointe and Sandhills Center in accordance with N.C.G.S. § 122C *et seq.*; and

FURTHER RESOLVED that the Lee County Board of Commissioners hereby respectfully request that the Secretary of the North Carolina Department of Health and Human Services approve the consolidation of Eastpointe and Sandhills Center without delay; and

FURTHER RESOLVED that any resolutions inconsistent with the foregoing or with any action of any officer pursuant to the foregoing are hereby modified or rescinded so as to be consistent herewith and therewith.

Presented this 16th day of October, 2023.

ATTEST:


Hailey Hall, Clerk to the Board




Kirk D. Smith, Chair
Lee County Board of Commissioners

I, Hailey Hall, Clerk to the Lee County Board of Commissioners, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the resolutions adopted by the Lee County Board of Commissioners at a regular meeting duly called, and that the proceedings of such meeting are recorded in the minute books of the Lee County Board of Commissioners.

Hailey Hall

Clerk





RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR ACTIVE MILITARY SERVICE MEMBERS IN TRANSITION TO CIVILIAN LIFE (VETERAN STATUS)

WHEREAS, the citizens of Lee County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served their country and this county in the Armed Forces; and

WHEREAS, the contribution and sacrifices of the men and women that served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Lee County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Lee County's Veteran Population today totals 4,352; and

WHEREAS, Veterans continue to serve this county in the Lee County Veterans Council, American Legion, Veterans of Foreign Wars, Disabled American Veterans, Marine Corps League, schools, church groups, civil service; and

WHEREAS, three Veterans serve on the Lee County Board of Commissioners; and

WHEREAS, A veteran serves on the Lee County Board of Education; and

WHEREAS, Lee County is the home of the North Carolina Veterans Memorial and the newly dedicated North Carolina Disabled Veterans Monument; and

WHEREAS, Lee County appreciates all the sacrifices made by our United States Military Personnel, while defending freedom and we believe affording specific recognition to them in demonstrating appreciation of their service, to honor and support;

THEREFORE BE IT RESOLVED, That Lee County hereby declares from November 6 through November 12, 2023, designating as "Green Light for Military Service" a time to salute and honor the service and sacrifice of our personnel in uniform transitioning from Active Service; and

BE IT FURTHER RESOLVED, That in observance of "Operation Green Light," the Lee County Board of Commissioners encourage its citizens in a patriotic tradition, to recognize the importance of honoring all those whose immeasurable sacrifices help preserve our Freedoms by displaying a green light in their place of business or residence from November 6 through November 12, 2023.

Presented this 16th day of October, 2023.

ATTEST:


Hailey Hall, Clerk to the Board




Kirk D. Smith, Chair
Lee County Board of Commissioners

FY 2025 LOCAL SHARE CERTIFICATION FOR FUNDING

County of Lee
(Legal Name of Applicant)

Requested Funding Amounts

| <u>Project</u> | <u>Total Amount</u> | <u>Local Share**</u> |
|----------------------------------|---------------------|------------------------|
| 5311 Administrative | \$ <u>250,742</u> | \$ <u>37,612</u> (15%) |
| 5311 Operating (No State Match) | \$ _____ | \$ _____ (50%) |
| 5310 Operating (No State Match) | \$ _____ | \$ _____ (50%) |
| Combined Capital | \$ <u>522,692</u> | \$ <u>52,270</u> (10%) |
| Mobility Management | \$ <u>137,912</u> | \$ <u>13,792</u> (10%) |
| 5310 Capital Purchase of Service | \$ _____ | \$ _____ (10%) |
| ConCPT | \$ _____ | \$ _____ (50%) |
| Capital Cost of Contracting | \$ _____ | \$ _____ (%) |
| Traveler's Aid | \$ _____ | \$ _____ (50%) |
| _____ | \$ _____ | \$ _____ (%) |
| _____ | \$ _____ | \$ _____ (%) |
| _____ | \$ _____ | \$ _____ (%) |

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

| | | |
|-------|------------------------|-------------------|
| TOTAL | \$ <u>911,346</u> | \$ <u>103,674</u> |
| | Total Funding Requests | Total Local Share |

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

| <u>Source of Funds</u> | <u>Apply to Grant</u> | <u>Amount</u> |
|------------------------|----------------------------|------------------|
| <u>Lee County</u> | <u>Administrative 5311</u> | \$ <u>37,612</u> |
| <u>Lee County</u> | <u>Combined Capital</u> | \$ <u>52,270</u> |
| <u>Lee County</u> | <u>Mobility Management</u> | \$ <u>13,792</u> |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |

UNIFIED GRANT APPLICATION

| | | |
|--------------|-------|--------------------------|
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| TOTAL | | <u>\$ 103,674</u> |

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing **County of Lee** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2024**, which has a period of performance of July 1, 2024 – June 30, 2025.



Signature of Authorized Official

Kirk D. Smith – Chair Lee County Board of Commissioners

Type Name and Title of Authorized Official

10-16-23

Date

PUBLIC HEARING RECORD

Important – A public hearing **MUST** be conducted whether or not requested by the Public.

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: County of Lee

DATE: October 16, 2023

PLACE: Dennis A. Wicker Civic Center

TIME: 6:00 pm

How many **BOARD MEMBERS** attended the public hearing? 7

How many members of the **PUBLIC** attended the public hearing? 36

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) County of Lee do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

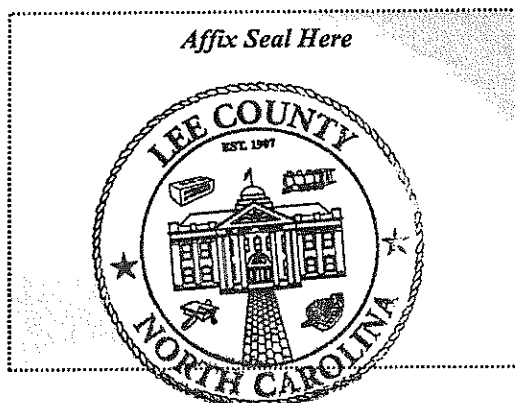
(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: November 6, 2023

Hailey Hall
Signature or Clerk to the Board

Hailey Hall – Clerk to the Board
Printed Name and Title

10-16-2023
Date



County Manager's Report – October 16, 2023

Ongoing Projects

Moore Training Facility – A public hearing was held Thursday September 14, 2023, at the McSwain Extension Education and Agriculture Center Auditorium, located at 2420 Tramway Road, Sanford, North Carolina. No comments were received that required a change of the permit; therefore, the permit is effective on September 20, 2023. Terraquest Environmental has installed the skimmer system and is continuing hazardous waste mitigation as was previously approved by the Board of Commissioners. Terraquest Environmental will continue to monitor the skimmers and report on progress of the mitigation.

Multi-Sports Complex – McAdams has officially sent notice of award to Sanford Contractors on 10/5/23 after the Board's approval of the bid on 9/18/23. Contract documents have been provided to Sanford Contractors for review and approval/signatures. DOT has approved control access to the property at no charge to Lee County. NCDOT is now working to provide Developers' Agreement costs for the turn lane and signal improvements related to this project that will impact Broadway Road. Next steps are finalizing contract documents with Sanford Contractors and issuance of the notice to proceed. Details regarding the groundbreaking ceremony will be provided as soon as they become available.

Horton Pool – The pool officially closed for the season on September 17, 2023, after the Grand Opening on September 8, 2023. Lee County is working to resolve final payment with Southeast Aquatics.

Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park –

Temple: Playground equipment assembly/construction continues with Churchich. The progress was delayed by weather (Hurricane Idalia and a delay in turf delivery for the playground). The shelter has been installed onsite for the restrooms & picnic tables. Lee County is working to finalize the bathroom layout/design with Churchich and will start working with contractors to support the utility connections for water, sewer, and power.

Kiwanis Children's Park: Bid documents have been prepared by WithersRavenel and reviewed by Lee County. Staff is planning to bid both Kiwanis Children's Park and OT Sloan in December of 2023. LCG needs to align with WithersRavenel on timing for the bid and updated cost estimations for playground equipment.

Library Building Project – The Design Development (DD) Phase is completed and the Board approved Option A for the building's exterior color scheme on September 18, 2023. The project is now moving into Construction Documents (CD) Phase. Lee County is working with Vines Architecture to value engineer designs to ensure the design falls under the targeted cost of construction budget. Vines Architecture plans to submit plans through the Sanford Technical Review Committee during the November meeting. The utility easement from an adjacent property owner (Llamas Properties) for outside sewer connection has been secured. Lee County continues to work with Jeremy Thomas Engineering to finalize design for outside sewer connection to the new Library construction site.

Historic Courthouse – Hobbs Architects has received feedback from NCSHPO (North Carolina State Historic Preservation Office) on the Schematic Design drawings set and is working to address comments. The Schematic Design drawing set has a proposed design for the roof repair and replacement. Design work continues with Hobbs Architects as they begin work on Design Development drawings set. The August 2024 grant funding deadline has been confirmed by

Central Pines (formerly TJCOG), the grant administrator. This deadline is set by North Carolina State Historic Preservation Office (SHPO). Lee County received an updated schedule from Hobbs and still shows path to August 2024 project completion, but all buffers have been removed from the schedule. Lee County will continue working with Hobbs to ensure project completion by the August 2024 deadline.

Lee County Jail Feasibility Study – Moseley Architects was approved for the jail feasibility study by the Board of Commissioners on September 18, 2023. Lee County is currently working to finalize the contract with Moseley for the Jail Feasibility Study.

Comprehensive Fire Services Study and Long-Range Plan - A request for proposals (RFP) was issued on August 9, 2023. The RFP closed on September 8, 2023. We received 3 proposals (NC Fire Chief Consulting, Matrix Consulting Group, and MissionCIT.) The project team met and reviewed the proposals on September 20, 2023. The team then met virtually with NC Fire Chiefs on October 3 to ask questions that were brought up during the review process. The project team unanimously chose NC Fire Chief's as the recommended firm to complete the study. The contract and proposal submitted by the recommended firm has been included in the October 16, 2023 agenda for the Board's approval.

Jail Lock Upgrade – New jail locks have been delivered and are scheduled to be installed this month. Lee County Sheriff's Office will coordinate inmate transfer to allow new locks to be installed.

Health and Wellbeing Initiative – An information session on the County's new program was held on Friday, October 6, 2023, at the Buggy Building. There were 16 different organizations in attendance. The application period for organizations to participate closes November 6, 2023. A list of organizations to be considered for participation in the program will be provided for the Board's consideration on November 20, 2023.

Reports

Building Inspections – Attached are the monthly inspection reports for September 2023.

Library Board of Trustees – Lee County Library Board of Trustees August meeting minutes, bylaw updates, and strategic plan are attached.

Tax – Monthly Forced Collection Efforts Report for September 2023

TRC – The TRC Agenda for October is attached.

Upcoming Meetings/Events:

Veteran's Day Dinner – November 1, 2023 - 5:00 pm – Enrichment Center

Board of Commissioners Regular Meeting – November 6, 2023 – 6 p.m. - McSwain Center

County Offices Closed – Veterans Day – November 10, 2023

Board of Commissioners Regular Meeting – November 20, 2023 – 6 p.m. - Civic Center

County Offices Closed – Thanksgiving Holiday – November 26 & 27, 2023

Board of Commissioners Regular Meeting – December 4, 2023 – 6 p.m. - McSwain Center

Board of Commissioners Retreat – December 14, 2023 – 5:30 p.m. - Civic Center Conference Area

Board of Commissioners Retreat – December 15, 2023 – 8:30 a.m. – Civic Center Room 103

County Offices Closed – Christmas Holiday – December 25, 26, and 27, 2023

County Offices Closed – New Year's Holiday – January 1, 2024

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 14th day
of NOV 20, 23 at 10:30 AM PM
recorded in Book 36 Page 426
Pamela G. Britt, Register of Deeds