

**NORTH CAROLINA
ORANGE COUNTY****PERFORMANCE AGREEMENT**

THIS Agreement by and between Orange County, a Political Subdivision of the State of North Carolina, hereinafter referred to as "County" and the Marian Cheek Jackson Center for Saving and Making History, a North Carolina Nonprofit Corporation, hereinafter referred to as "Jackson Center." Each may be referred to as "Party" and together as "Parties."

WITNESSETH

WHEREAS, the proposed activities support the goals of the County and of the residents the Historic Rogers Road Community; and

WHEREAS, it is understood and agreed that the purpose of this Agreement is to outline the responsibilities of the County and the Jackson Center.

NOW THEREFORE, in consideration of the above mutual covenants and conditions hereinafter set forth, the County and the Jackson Center agree as follows:

1. County Responsibility

The Board of Commissioners of Orange County authorized the acquisition of utility easements for the purpose of constructing and maintaining sewer lines to service the Historic Rogers Road Neighborhood. County shall work with the Jackson Center to acquire such utility easements in a timely manner.

2. Payment and Reporting

A. Payment

Upon submission of a verifiable invoice County shall pay Jackson Center for work performed in accordance with Exhibit A, attached hereto. Upon execution of this Agreement and commencement of work Jackson Center may submit an invoice for \$22,475. Remaining verifiable invoices may be submitted in accordance with the timeline described in Exhibit B, attached hereto. County shall make payment on all verifiable invoices within thirty (30) days of receipt of said verifiable invoices. Final payment by County is contingent upon Jackson Center's verification that all work as described in Exhibit A has been completed.

B. Reporting

Jackson Center shall provide County, by delivery to the County Manager, reports detailing the work as described in Exhibit A. Such reports are to be submitted monthly during the Term.

3. Time of Performance

This contract covers the period from July 15, 2015 through January 15, 2016.

4. Financial Records

Jackson Center agrees to allow the County to inspect its financial books and records relating to the work performed pursuant to the Scope of Work and this Agreement upon reasonable notice during normal working hours.

5. Scope of Work

Jackson Center agrees to provide the services described in the Exhibit A. These services shall be provided to Orange County and the residents of the Historic Rogers Road Community. Jackson Center agrees to maintain a high level of professionalism in the provision of these services.

6. General Conditions

A. General Compliance

Jackson Center agrees to comply with all applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Workers' Compensation

Jackson Center shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. Insurance and Bonding

Jackson Center shall carry general liability insurance with minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate limit. It shall also carry Professional Liability insurance with minimum coverage amounts of \$1,000,000 per occurrence and \$1,000,000 aggregate limit.

D. Amendments

County and Jackson Center may amend this Agreement at any time provided that such amendments make specified reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Jackson Center from their obligations under this Agreement. In its discretion, County may amend this Agreement to conform with federal, state, or local governmental laws, guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Jackson Center.

E. Suspension or Termination

- i. Either Party may terminate this Agreement at any time by giving written notice to the other Party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all unfinished documents, data, reports or other materials prepared by the Jackson Center pursuant to this Agreement shall, at the option of the County, become the property of the County, and the Jackson Center shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- ii. In the event that the Jackson Center shall cease to exist as an organization or shall enter bankruptcy proceedings or be declared insolvent, or liquidate all or substantially all of its assets during the term of this Agreement, or materially fails to comply with any term of this Agreement or with any of the rules, regulations, or provisions referred to herein, or in the event that the Jackson Center shall fail to render a satisfactory accounting as provided herein, then and in that event, the County may suspend or terminate that Agreement.

F. Assignability

Jackson Center shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Jackson Center from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Prior notice of any such assignment or transfer shall be provided to the County.

G. Conflict of Interest

Jackson Center has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or provision of services required under this Agreement. Jackson Center further covenants that in the performance of this Agreement no person having such a financial interest or who will benefit from the funded activity shall be employed or retained by the Jackson Center hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant or officer of the Jackson Center or elected or appointed official of the County, or those with whom they have business or immediate family ties.

7. Hold Harmless

Jackson Center hereby agrees to defend, indemnify, and hold the County harmless against any claims or actions from damage, injury, or death relating to or arising out of the use of County funds or due to acts or omissions of the Jackson Center's employees, contractors, or agents in carrying out the work to be performed pursuant to this Agreement.

8. Administrative Requirements

Documentation and Record-Keeping

A. Maintenance of Records

Jackson Center shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records required to determine the eligibility of activities;
- iii. Financial records; and
- iv. Other records necessary to document compliance as determined by the County.

B. Retention of Records

Jackson Center shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

C. Access to Records

Jackson Center shall furnish and cause each of its subcontractors to furnish information and reports required hereunder and will permit access to such subcontractors' books, records, and accounts by the County, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

9. Nondiscrimination

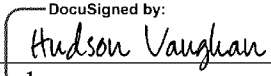
Jackson Center will not discriminate against any employee because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, sexual orientation, gender identity, gender expression, or status with regard to public assistance. The Jackson Center will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Jackson Center agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

10. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

MARIAN CHEEK JACKSON CENTER FOR SAVING AND MAKING HISTORY

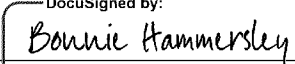
DocuSigned by:

 Hudson Vaughan

 Printed Name and Title

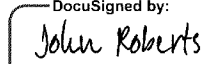
 Attest

 Printed Name and Title

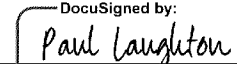
ORANGE COUNTY

DocuSigned by:

 Bonnie Hammersley, County Manager

Approved as to Form and Legal Sufficiency

DocuSigned by:

 County Attorney

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

DocuSigned by:

 OFFICE OF THE CHIEF FINANCE OFFICER

Outreach Work Plan: Part 2

Jackson Center/RENA/Rogers Road Partnership Proposal

EXHIBIT A: Work Program

1. OVERVIEW

The objective of the Marian Cheek Jackson Center (Jackson Center) is to continue to work in partnership with Rogers Eubanks Neighborhood Association (RENA) for two primary purposes:

- 1) To continue to assist OWASA and the concerned municipalities with outreach about sewer implementation, including communication and engagement about sewer easements and next steps of the project, securing and advancing neighborhood feedback and guidance in the municipal planning processes.
- 2) To help facilitate a community-first planning effort, specifically aimed at assisting neighbors in developing a set of guiding principles for planning decisions and engaging neighbors in proactive long-term planning as sewer implementation begins.

2. SCOPE OF SERVICES

Concentration 1: Sewer implementation outreach

As sewer design begins, there are a number of ways in which outreach, community engagement, and ongoing communication will be essential both for the success of the project and its ability to continue movement forward expeditiously. We can assist neighborhood leaders and OWASA engineers with community outreach and communication as they approach the design phase of the sewer project. We can serve as a conduit for communication and help ensure that neighbors are engaged at each stage of the design and have accurate and clear information. This will also include continued stakeholder engagement and additional capacity support for ongoing neighborhood communication strategies that were developed over the first period of our contract.

The scope of work will include the following:

- Organize an initial public meeting with the support of the three municipal partners and OWASA to share information about the design process
- Attend weekly meetings with municipal planners, neighborhood leadership and OWASA to discuss timeline and priorities for the month

- Serve as communication conduit, ensuring appropriate information about sewer implementation is shared with all neighbors in the Historic Rogers Road neighborhood and municipal partners through multiple communication forums established during first period of contract, including but not limited to door-to-door conversations, community newspapers, and small group gatherings.
- Follow up with individual households once OWASA releases the initial “30%” plan that requires specific feedback on the design and easement feedback. This will likely include an additional public review meeting to ensure broader stakeholders have a chance to review the initial design.
- Synthesize feedback from outreach efforts to help ensure the most appropriate adjustments and options are chosen given both neighborhood feedback and realities and engineering proposals and realities
- Once the “60%” plan is released by OWASA, we will assist the partners (neighbors, OWASA, Orange County) on sewer easement communication/acquisition, helping expedite the process as much as possible by connecting OWASA/Orange County more effectively with neighbors and ensuring the big picture work is shared with all parties. This will include working closely with neighborhood leadership and Orange County staff to set up a second round of communication with all landowners/residents directly impacted by the sewer project.
- Provide feedback on the sewer implementation process at relevant municipal meetings given outreach efforts to help movement forward in a full and expedited manner (as much as possible given realities and challenges of engineering work)

Concentration 2: Community-First Planning¹

The Jackson Center’s experience is primarily in community planning and strategy work. Each municipal partner has expressed different concerns about the pressures of development and the need for community guidance as development proposals arrive and planning decisions begin to be made. Chapel Hill Council Members expressed this concern when the council voted to expand the ETJ and development proposals began arriving for large tracts of land on the

¹ We have utilized a model of community-first planning in our work in Northside. This model is built on an intensive set of communication and organizing tools that bring neighbors and other stakeholders into active and honest planning discussions with the tensions and possibilities of change. Our model engages the strengths and struggles of history first and continually. Creative communication strategies are a central part of our work: we find ways to reach people the ways they best receive contact. We develop clear “gives and gets” strategy framework. We believe that discussing the benefits and challenges openly is the best way for communities to mobilize for movement forward

periphery of the neighborhood. Orange County Commissioners, in ceding its joint planning decision power, expressed concern about community influence in planning decisions, wanting to ensure that neighbors had some power in future decisions. Carrboro Alderman have more clear guidance in their zoning area but have also wanted to ensure that equity work truly benefits the historic residents and does not lead to gentrification and displacement. As sewer design moves forward, we can design and implement a community-first planning process that engages the Historic Rogers Road neighborhood broadly and specifically. Much historic work has been done (including our partnership outreach work last year), and our model builds on the power of the historic work. This process will result in three clear deliverables: a set of guiding principles/priorities developed by the community (that can be helpful for future planning decisions), a map (or set of maps) of general recommendations for place-specific hopes, and a set of neighborhood strategies that can be implemented by ongoing resident leadership to help pursue community aspirations. These strategies will include tools and resources that allow for neighbors to give guidance for future neighborhood development and to help combat gentrification. We believe that prior work requires preparation and execution of a thoughtfully focused series of conversations that will simultaneously contribute to community development and sewer implementation.

The scope of work will include the following:

- Meet with community leadership and each municipal partner to engage previous plans (small area, zoning designations, task force recommendations) and the principles/aspirations behind them.
- Work with RENA leaders, additional community leaders, and a team of consultants (sub-contractors) to establish an initial draft of guiding principles/priorities given historic efforts, plans, and recent surveys and engagement.
- Develop, organize, and help convene a key stakeholder group, made up primarily of residents from different parts of the Rogers Road neighborhood, to include the various subsections of the neighborhood between Homestead and Eubanks.
- Convene and facilitate at least three (likely 4) meetings with this stakeholder group to set guiding principles/priorities given three months of input, to design a community-based map that gives general municipal direction on community hopes, and to create a set of strategies for neighbors to implement as sewer implementation begins.
- Host a final larger community forum for input on the draft of the plan and its implementation.

- Submit a final draft of the three-prong community plan to the three municipalities which can be used to guide future planning efforts and ensure community recommendations are established as sewer implementation begins
- Provide technical mapping and data assistance throughout planning process

EXHIBIT B: Timeline and Compensation

Timeline for concentrations:

Concentration 1: 6 months of active work, in two-month phases (proposed start of July 15)

- First 2 months: broad based communication and larger information meeting
- 2 months following release of 30% plan: intensive door-to-door engagement, easement adjustments, and broad based outreach
- Two months following 60% plan: assistance with easement communication and outreach for County

Concentration 2: 6 months from beginning of contract (proposed start of July 15)

- First two months: engagement of principles and design of planning process
- Next four months: intensive community-first planning process

Compensation:

Our model for compensation balances several pieces:

- 1) This work will primarily be completed by our most experienced staff and several sub-contractors with expertise in community mapping, neighborhood planning, and community facilitation.
- 2) We will be sub-contracting RENA for ongoing neighborhood organizing and capacity building.

These concentrations can be separated based on timeline and role. Both numbers below assume a 6-month contract period of work. The exact amount will depend on final scope and amount of time required.

Area 1: Sewer Implementation Outreach

\$42,100

Area 2: Community First Planning

\$47,800

*The total compensation includes all staff costs, sub-contracts (RENA, mapping, database, technical and design, etc) and program support that will enable this initiative to be successful.

Payment: 25% of overall contract invoiced upon signing (\$22,475). Billing for the remainder will be every two months from beginning of the contract, with 25% of each concentration billed at the two and four month marks, and the final 25% at the conclusion of the 6-month contract.



CERTIFICATE OF LIABILITY INSURANCE

MARICHE

OP ID: DR

Attachment DATE (MM/DD/YYYY)

01/22/2015

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

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

PRODUCER The Sorgi Insurance Agency 16 Consultant Place Suite 102 Durham, NC 27707 James E. Sorgi, CIC	Phone: 919-682-4814 Fax: 919-682-4906	CONTACT NAME: Lee Hammond PHONE (A/C, No, Ext): 919-682-4814 FAX (A/C, No): 919-682-4906 E-MAIL ADDRESS: lee@sorgiinsurance.com														
INSURED Marian Cheek Jackson Center for Saving and Making History 512 West Rosemary St Chapel Hill, NC 27510		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Erie Insurance Exchange</td> <td>26271</td> </tr> <tr> <td>INSURER B : Westchester Fire Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Erie Insurance Exchange	26271	INSURER B : Westchester Fire Insurance Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		Q970503239	08/15/2014	08/15/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			Q970503239	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Q921501020	08/15/2014	08/15/2015	☒ WC STATUTORY LIMITS ☐ OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab.			G27096566001	11/05/2014	11/05/2015	Prof Liab 1,000,000

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

Orange County as additional insured as respects to general liability

CERTIFICATE HOLDER**CANCELLATION**

Orange County Risk Manager
P.O. Box 8181
Hillsborough, NC 27278

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

AUTHORIZED REPRESENTATIVE

Lee Hammond