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Attachment D-1
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NORTH CAROLINA
ORANGE COUNTY

PERFORMANCE AGREEMENT

THIS Agreement, made and entered into the 17th day of June, 2014 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, the County, in partnership with the Town of Carrboro and Town of Chapel Hill, desires to support the Jackson Center in its community advocacy role as outlined in the scope of work titled Outreach Work Plan; RENA/Jackson Center/Rogers Road Partnership Proposal attached hereto for reference and hereafter referred to as "Scope of Work"; 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

At its meeting March 6, 2014 the Board of Commissioners of County authorized the appropriation up to \$50,000 from the County's general fund for the purpose of providing community advocacy to "identify action steps to provide sewer services to the Rogers Road Neighborhood and lay the groundwork for a master plan."

2. Payment and Reporting

A. Payment

Upon submission of a verifiable invoice County shall pay Jackson Center for work performed in accordance with the Scope of Work. Upon execution of this Agreement and commencement of work Jackson Center may submit an invoice for \$13,175.00. Remaining verifiable invoices may be submitted upon completion of work as described in the Scope of Work. 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 the Scope of Work has been completed.

B. Reporting

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

3. Time of Performance

This contract covers the period from June 15, 2014 through September 30, 2014.

4. Financial Records

The 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 Scope of Work attached hereto. 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.

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

[Signature]

Hudson Vaughn, Deputy Director
Printed Name and Title

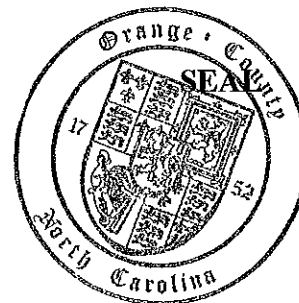
[Signature]
Attest

Elizabeth L. McCam Manager of Operations
Printed Name and Title

ORANGE COUNTY

[Signature]
Barry Jacobs
Chair, Board of County Commissioners

Attest:
[Signature]
Clerk to the Board



Approved as to Form and Authorization
[Signature]
County Attorney

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

[Signature]
OFFICE OF THE CHIEF FINANCE OFFICER

Outreach Work Plan

RENA/Jackson Center/Rogers Road Partnership Proposal

EXHIBIT A: Work Program

1. OVERVIEW

The objective of the Marian Cheek Jackson Center (MCJC) is to work in partnership with Rogers Eubanks Neighborhood Association (RENA) to undertake an extensive community engagement initiative in the Historic Rogers Road Neighborhood as defined by the 2013 Task Force Report. This initiative will connect to all 86 Historic Rogers Road parcels and involve an even broader number of stakeholders in discussion about implementation of the sewer project and implications of potential development after sewer installation. This effort will be grounded in a collaborative and participatory process within the Historic Rogers Road Neighborhood. It will leverage RENA's strengths and connections, and it will utilize the experience that the Jackson Center has gained through the Northside Project and the Sustaining OurSelves coalition work. We will also collaborate with (and contract) mapmakers and technical support to ensure that the deliverables and synthesis documents last far beyond the Jackson Center's active role.

2. OBJECTIVES

The main objectives of this effort will be:

- 1) To affirm neighborhood interests and aspirations throughout the community in collaboration with RENA and other Rogers Road leaders.
- 2) To reach and engage owners of all 86 parcels identified in the Historic Rogers Road Neighborhood plans in discussions about implications of potential development after sewer installation.
- 3) To engage, preserve, and organize the history of the Historic Rogers Road Neighborhood.
- 4) To help residents prepare for sewer installation and begin discussions about broader community development frameworks that would help protect and preserve Historic Rogers Road and lay the groundwork for proactive participation in future development conversations and plans.
- 5) To provide technical support to RENA and the three jurisdictions to meet broad-based goals in timely and comprehensive manner.
- 6) To synthesize data, feedback, and strategies in forms that will be useful for the Historic Rogers Road Neighborhood, Orange County, the Town of Chapel Hill, and the Town of Carrboro.

3. SCOPE OF SERVICES

Concentration 1: Historical Research and Stakeholder Connection

Leaders from the Historic Rogers Road Neighborhood have organized the community for decades. Our collaborative model builds on the history and strengths of their past and present organizing and community work. We will begin with an initial intensive review of historical efforts and archival documents. We will connect with community and municipal stakeholders to understand interests and map existing networks. We utilize creative community-based projects to honor and mobilize history in ways that engage residents and other stakeholders and opens dialogue. We see this work as foundational to coalition-building and planning processes.

The scope of work will include the following:

- Review extensive historical documents from RENA and municipal archives
- Research past and current community organizing efforts to map networks and identify gaps in outreach efforts and household data sources
- Host small group meetings with stakeholders, municipal leaders, long-term, and newer neighbors to engage history of efforts and develop a clear sense of current interests, concerns, and aspirations of various stakeholders.
- Conglomerate most useful historical information and identified gaps as guide to engagement and communication efforts

Concentration 2: Broad-based community engagement and communication

This will be the primary focus of our effort: three months of intensive outreach, communication, and engagement. We will use broad-based communication (door-to-door conversations, small and large group community forums, church outreach, oral histories, community newsletters, etc), community-mapmaking, and data organization to deepen civic engagement, address identified outreach gaps, and ensure that all historical parcels are reached. We will focus conversations on implications of various potential development scenarios and plans for prudent and equitable growth after sewer installation.

The scope of work will include the following:

- Support and implement broad-based communication strategies that have been successful in Northside. These efforts will allow us to reach and involve households across the neighborhood, with a particular focus on the 86 identified historical parcels.
- Gather and conglomerate household and community data into a community-owned database that allows RENA to organize and access all

needed data easily and provide information necessary for Orange County and the municipalities to implement the sewer project.

- Initiate a community mapmaking initiative to utilize neighborhood expertise, assess potential development scenarios, and engage neighborhood interests (by contracting mapmaker with extensive expertise in coalition-building through mapping)

Concentration 3: Synthesis and groundwork for long-term planning

In our initial analysis, current efforts can be supplemented by: 1) synthesis of community aspirations, feedback and strategies to address concerns, and data on parcels and households transparent for all stakeholders, and 2) laying the community groundwork for addressing questions about potential development and growth in a proactive manner. The primary goals of the Historic Rogers Road Neighborhood Task Force were to identify ways to provide sewer and to support/sustain the community center. As the jurisdictions proceed with these goals, engaging neighbors in discussions about potential development and broader community needs and aspirations will help ensure inclusivity and provide protections for the Historic Rogers Road Neighborhood. Our efforts will allow all stakeholders to see that the “gives” and “gets” of options are being discussed, considered, and clarified by neighbors as implementation of the goals proceed.

The scope of work will include the following:

- Provide weekly intensive technical assistance to RENA and other community leaders to clarify action steps and host conversations about the implications of potential development scenarios
- Coordinate monthly meetings between community stakeholders and key staff of each of the municipalities to discuss ongoing efforts and lingering questions
- Consolidate partnerships in the Historic Rogers Road Neighborhood for more effective creation of an implementation strategy.
- Identify potential make-up of a future “compass” group, including long-term and newer neighbors outside of the public eye.
- Create synthesis document that includes clear summary of interests and aspirations, community maps, and relevant data of the historic neighborhood.
- Incorporate feedback with Historic Rogers Road Neighborhood leaders as basis for action plan.
- Present synthesis document by end of scope of work, with mobilized outreach strategies to address questions by relevant government meetings along the way.

EXHIBIT B: Timeline and Compensation

Timeline for 3 areas of concentration and intensive engagement:

June 15- September 30*

Benchmarks will be decided on in collaboration with partners.

*We will provide additional technical support for RENA beyond scope of the contract but the deliverables will be completed by mid-August.

Compensation:

Our model for compensation balances several pieces:

- 1) We will be utilizing our most experienced staff for nearly full-time intensive work over 3 months to ensure that work is completed in a timeline and comprehensive manner (over 700 hours of professional staff time).
- 2) We will be sub-contracting RENA for significant weekly neighborhood organizing and connection, historical exploration, and capacity building. Like our initiative with Self-Help, our subcontract with RENA will go beyond staffing time to include program support that enable their staff to fully participate in this effort and forward overall community goals.
- 3) We will be sub-contracting professional mapping and design services and other technical expertise that will be necessary for effective synthesis, neighborhood connections

<i>Area 1: Historical Research and Stakeholder Connection</i>	\$8,600
<i>Area 2: Broad-based community engagement and communication</i>	\$30,500
<i>Area 3: Synthesis and groundwork for long-term planning</i>	<u>\$10,850</u>
Total Compensation:	\$49,950

*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.

Initial advance: We are requesting initial payment of at least \$13,175 (Area 1 plus 15% of area 2) to enable full immediate staffing commitment. The rest of disbursements can be along the way as benchmarks are completed.

Wednesday: June 18, 2014

Administrative Updates

- Fundraising Success
- New Cleaning Schedule and Front Desk
- Inventory Systems Update
- Social Media Plan this Week
- Lime Fundraiser/Heavenly Groceries Dinner

Housing and Home