

Board of Commissioners' Agenda

December 7, 2021

Commission Meetings are held at [200 College Street](#), Room 326 in downtown Asheville beginning at 5:00 p.m.

Public Comment is taken at the beginning of the meeting.

Call To Order [▲top](#)

Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Consent Agenda [▲top](#)

- [Approval of November 16, 2021 Briefing Minutes](#)
- [Approval of November 16, 2021 Regular Meeting Minutes](#)
- [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Anthony Gould](#)
- [Tax Collection Report](#)
- [Acceptance of Ambulance Donation from Skyland Fire](#)
- [Approval of Architectural Services Agreement with PFA Architects for the Backup 911 Dispatch Center to be located at 35 Woodfin Street](#)
 - [Agreement](#)
- [Approval of Interlocal 911 Emergency Dispatch Agreements - Towns of Weaverville and Woodfin](#)
 - [Weaverville Agreement Resolution](#)
 - [Agreement](#)
 - [Woodfin Agreement Resolution](#)
 - [Agreement](#)
- [Resolution Authorizing the Execution of an Interlocal Agreement with the Town of Montreat for Building Inspection Services](#)
 - [Resolution](#)
 - [Agreement](#)

- [Budget Amendment for FY2021 Edward Byrne Memorial Justice Assistance Grant \(JAG\)](#)
 - [Ordinance](#)
 - [Memorandum of Understanding](#)
- [Budget Amendment for Library - Duomi Living Trust](#)
 - [Ordinance](#)
- [Budget Amendment for Library - Flowstate Community Arts Initiative](#)
 - [Ordinances](#)
- [Budget Amendment for Library - Emergency Connectivity Fund Program](#)
 - [Ordinance](#)
- [Budget Amendment for Additional Vaya Child and Family Funding](#)
 - [Ordinance](#)

Public Comment

[▲top](#)

Good News [▲top](#)

- [Land of Sky Regional Council - Robert Parrish Sr. Intergovernmental Relations Award \(County Manager Avril Pinder\)](#)

Presentations [▲top](#)

- [School Capital Fund Commission](#)
 - [More Information](#)

Public Hearings [▲top](#)

- [Local Fiscal Recovery Fund - Economic Development Allocations](#)
 - [Resolution for Asheville Area Arts Council for Creative Sector Recovery Grant Program](#)
 - [Resolution for Eagle Market Streets Development Corporation for Community Equity Fund](#)
 - [Resolution for Self Help Ventures Fund for Mountain Community Capital Fund](#)
 - [More Information](#)

County Manager's Report

[▲top](#)

Old Business [▲top](#)

- [Resolution Approving the Memorandum of Agreement \(MOA\) between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation](#)
 - [Resolution](#)
- Affirming the Extension of the Face Covering Requirement

New Business [▲top](#)

- [Selection of Vice Chair](#)
- [FY22 Affordable Housing Services Program Reallocation](#)
- [Approval of COVID Premium Pay Policy](#)
 - [Draft Policy](#)
 - [More Information](#)
- [Budget Amendment for Community Development Staffing and County-Owned Property Feasibility Studies](#)
 - [Ordinance](#)

Board Appointments [▲top](#)

- Adult Care Home Community Advisory Committee
 - Mary Adami
 - Paula Garber
 - Zoe Tate
- Vaya Health Board
 - Commissioner
 - other

Announcements [▲top](#)

- December 9 @ 12 p.m. - Commissioners' Budget Retreat at A-B Tech, 9 Genevieve Circle, Asheville,

NC 28801.

- January 4 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- January 4 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

[▲top](#)

Adjournment

[▲top](#)

**MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF DECEMBER 7, 2021 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on December 7, 2021, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

The Chairman called the meeting to order with the following members present:

Brownie Newman, Chairman
Jasmine Beach-Ferrara, Commissioner
Amanda Edwards, Commissioner
Robert Pressley, Commissioner
Parker Sloan, Commissioner
Terri Wells, Commissioner
Al Whitesides, Vice Chair

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Donald Warn, Finance Director; Jennifer Barnette, Budget Director; Stacie Saunders, Public Health Director; Taylor Jones, Emergency Services Director; Rachael Nygaard, Strategic Partnerships Director; Tim Love, Intergovernmental Relations; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Sloan motioned to approve the Consent Agenda, add the **Humanitarian Awards – Health & Human Services** to **Good News**, and the remainder of the agenda. Vice Chair Whitesides seconded and the motion passed 7-0.

- Approval of November 16, 2021 Briefing Minutes
- Approval of November 16, 2021 Regular Meeting Minutes
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- Approval of Architectural Services Agreement with PFA Architects for the Backup 911 Dispatch Center to be located at 35 Woodfin Street
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- Approval of Interlocal 911 Emergency Dispatch Agreements - Towns of Weaverville and Woodfin
 - Weaverville Agreement Resolution
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 - Woodfin Agreement Resolution
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 - Ordinance
- Budget Amendment for Additional Vaya Child and Family Funding
 - Ordinance

CLOSED SESSION

Commissioner Edwards moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters with no possible action anticipated following the closed session. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

The Board heard the legal update and had discussion regarding the matters. No action was taken.

Vice Chair Whitesides moved to go back into open session. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

PUBLIC COMMENT

Grant Millin requested the meeting be virtual and questioned crime reporting.

Cory Wilharm expressed support for keeping the Oakley Library open and questioned using the Ramada Inn as a low-barrier shelter.

Kari Smith and expressed support for keeping the Oakley Library open.

Elizabeth McDavid questioned using the Ramada Inn as a low-barrier shelter and stated the need for more housing.

Laura Timmerman stated her disapproval of the mask mandate.

GOOD NEWS

- **Land of Sky Regional Council - Robert Parrish Sr. Intergovernmental Relations Award (County Manager Avril Pinder)**

Commissioner Wells recognized and congratulated County Manager Avril Pinder's honor.

- **Humanitarian Awards – Health & Human Services**

Avril Pinder, County Manager, acknowledged and recognized the Health & Human Service employees' achievement.

PRESENTATIONS

- **School Capital Fund Commission**

Max Queen, Chair, provided details of the work of the commission and highlighted some of the projects and accomplishments. The commission collaboration of the two school systems and the County has been informative and successful.

PUBLIC HEARINGS

- **Local Fiscal Recovery Fund - Economic Development Allocations**

Tim Love, Intergovernmental Relations, explained the economic development appropriations. The appropriations include: \$50,000 to Asheville Area Arts Council for Creative Sector Recovery Grant Program; \$375,000 to Eagle Market Streets Development Corporation for Community Equity Fund; and \$1,250,000 to Self Help Ventures Fund for Mountain Community Capital Fund. Each of these projects are intended to create and retain jobs in response to substantial negative economic impacts from the pandemic. These projects were approved by the Buncombe County Board of Commissioners at its November 16th meeting for funding with American Rescue Plan Local Fiscal Recovery Funding.

The Chairman opened the hearing at 6:23 p.m.

Stephanie Swepson-Twitty and Katie Cornell expressed their support for the allocations

The hearing was closed at 6:25 p.m.

Commissioner Wells moved to approve the Asheville Area Arts Council for Creative Sector Recovery Grant Program allocation as presented. Commissioner Beach-Ferrara seconded the motion and it passed 7-0.

Vice Chair Whitesides moved to approve the Eagle Market Streets Development Corporation for Community Equity Fund allocation as presented. Commissioner Wells seconded the motion and it passed 7-0.

Commissioner Wells moved to approve the Self Help Ventures Fund for Mountain Community Capital Fund allocation as presented. Commissioner Edwards seconded the motion and it passed 7-0.

COUNTY MANAGER'S REPORT

Avril Pinder, County Manager, announced the upcoming Budget Retreat and the schedule for the Festival of Lights.

OLD BUSINESS

- **Resolution Approving the Memorandum of Agreement (MOA) between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation**

Michael Frue, Senior Staff Attorney, and Commissioner Beach-Ferrara detailed the resolution and the allocation.

Commissioner Wells moved to approve the resolution as presented. Commissioner Edwards seconded and the motion passed 7-0.

- **Affirming the Extension of the Face Covering Requirement**

Chairman Newman explained that the extension was based on the recommendation from the Public Health Director, Stacie Saunders due to the upcoming holidays, rising cases, new variant uncertainty.

Vice Chair Whitesides moved to affirm the Extension of the Face Covering Requirement. Commissioner Beach-Ferrara seconded and the motion passed 6-1. (NOES-Pressley)

NEW BUSINESS

- **Selection of Vice Chair**

Vice Chair Whitesides nominated and moved to elect Commissioner Edwards as vice chair. Commissioner Beach-Ferrara seconded the motion and it passed 7-0.

- **FY22 Affordable Housing Services Program Reallocation**

Matt Cable, Planning Manager, explained the reallocation of \$128,500 in FY22 Affordable Housing Services Program funds to support Tenant Based Rental Assistance programs operated by the ARC of Buncombe County, Eblen Charities, and Eliada Homes.

Commissioner Edwards moved to approve the reallocation. Commissioner Wells seconded and the motion passed 7-0.

- **Approval of COVID Premium Pay Policy**

Heather Parkinson, Strategy and Innovation, explained that In September 2021, the BOC approved \$1,040,000 in ARPA funding for COVID premium pay for Buncombe County employees who met certain criteria. Since then, staff has been awaiting further guidance from the Federal Government on eligibility requirements for COVID premium pay. Unfortunately, specific Federal guidance has not been provided; however preliminary guidance has provided staff with enough information to proceed with allocating funds to employees. This payment is intended to reward County employees who worked in high-risk, public facing positions during the first 12 months of the pandemic (March 10, 2020-March 10, 2021), prior to a time when vaccines were available to reduce the risk of infection.

Commissioner Beach-Ferrara moved to approve the COVID Premium Pay Policy. Commissioner Wells seconded and the motion passed 7-0.

- **Budget Amendment for Community Development Staffing and County-Owned Property Feasibility Studies**

Chairman Newman explained the budget amendment.

Commissioner Sloan moved to approve the budget amendment as presented. Commissioner Wells seconded and the motion passed 7-0.

BOARD APPOINTMENTS

Chairman Newman moved to reappoint **Mary Adami, Paula Garber**, and appoint **Zoe Tate** to the **Adult Care Home Community Advisory Committee**. Vice Chair Edwards seconded and the motion passed 7-0

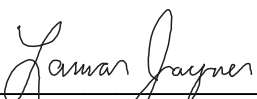
Chairman Newman moved to appoint **Jasmine Beach-Ferrara**, and reappoint **Dakisha Wesley** to the **Vaya Health Board**. Commissioner Whitesides seconded and the motion passed 7-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *December 9 @ 12 p.m. - Commissioners' Budget Retreat at A-B Tech, 9 Genevieve Circle, Asheville, NC 28801.*
- *January 4 @ 5 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *January 4 @ 12 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

Commissioner Pressley moved to adjourn the meeting. Commissioner Beach-Ferrara seconded and the motion passed 7-0. The meeting was adjourned at 6:58 p.m.



LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS



BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS

RESOLUTION #21-12-01

RESOLUTION AWARDING A SERVICE FIREARM TO A RETIRING
DEPUTY OF THE BUNCOMBE COUNTY SHERIFF'S OFFICE

- WHEREAS, Anthony Gould is retiring from the Buncombe County Sheriff's Office after 26 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number RSV155, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

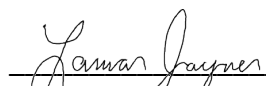
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

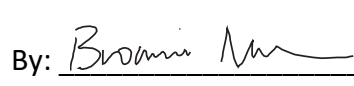
1. That pursuant to N.C. Gen. Stat. § 20-187.2, the individual named above is hereby awarded the service side arm described above for a price of zero (\$0) dollars.
2. That the County Manager or her designee is authorized to undertake any action(s) necessary to transfer the service side arm described above to the individual named above.
3. That this resolution shall become effective upon its adoption.

This the 7th day of December, 2021.

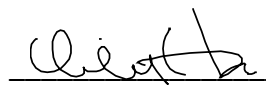
ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM


County Attorney



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of October 2021 Tax Collection Report

BRIEF SUMMARY:

NCGS 105-350 requires the Tax Collector to submit a report showing the amount of taxes collected.

In the month of October, public service company property tax was billed. Adjustments to the total levy through the remainder of fiscal year 2022 will be due to registered motor vehicle levy and regular property value discoveries or releases.

As of October 31, 2021, the total levy billed for fiscal year 2022 is 18.41% collected, as compared to 18.06% for fiscal year 2021.

Below is Buncombe County year to date reporting for fiscal year 2022, as of October 31, 2021.

Current Year Collections

Fiscal Year 2022	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 13,596,870.94	\$ 4,672,230.91	\$ 203,992,940.66	\$ 5,091,836.23	\$ 227,353,878.74
Amount Collected	\$ 2,797,192.00	\$ -	\$ 33,993,311.34	\$ 5,076,696.46	\$ 41,867,199.80
Unpaid Balance	\$ 10,799,678.94	\$ 4,672,230.91	\$ 169,999,629.32	\$ 15,139.77	\$ 185,486,678.94
Interest Collected	\$ -	\$ -	\$ 82,172.37	\$ 37,553.17	\$ 119,725.54
FY22 Collection %	20.57%	0.00%	16.66%	99.70%	18.41%
FY21 Collection %	19.38%	0.30%	16.24%	98.90%	18.06%

Total fiscal year 2022 year to date collections, property tax and interest

\$ 41,986,925.34

Prior Year Collections

Prior Years 2012-2021	Personal Property	Real Estate	Total
Amount Collected	\$ 44,356.82	\$ 315,492.67	\$ 359,849.49
Interest Collected	\$ 5,200.05	\$ 25,882.09	\$ 31,082.14

Total prior year collections, fiscal year to date

\$ 390,931.63

*Total property tax released October 2021 due to taxable value adjustments

\$ 38,534.58

*Total refunds processed October 2021

\$ 34,554.42

*Detailed information for releases and refunds is available in Tax Collections.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent Agenda

Department: Emergency Services

Presenter(s): Taylor Jones, Emergency Services

Contact(s): Taylor Jones

Subject: Acceptance of Skyland Ambulance

Brief Summary: Effective, January 1, 2022, the Skyland Fire District will no longer provide advance life support/ambulance transport in its district. Accordingly, Buncombe County will be responsible for providing this critical service to residents in the area. The Buncombe County Emergency Services Department has been awarded a 2013 Chevy Type 3 Ambulance, diesel from the Skyland Fire Department. With this unit, Emergency Services will be able to maintain providing advance life support/ambulance transport to the residents located in the Skyland Fire District and Buncombe County. We expect to answer over 2,000 calls for service a year with this unit based on Skyland's prior call volume. This vehicle will be accepted into the Buncombe County EMS fleet pending board approval.

Recommended Motion & Requested Action: Accept Skyland's ambulance donation

County Manager's comments and Recommendation: County Manager recommends acceptance.



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 12/7/2021

Consent Agenda

Department: General Services

Presenter(s): Scott Metcalf

Contact(s): Scott Metcalf

Subject: Architectural services contract with PFA Architects for the Backup 911 Dispatch Center that will be located on the ground floor of 35 Woodfin Street.

Brief Summary:

The FY22 911 Backup Center capital project included funding to replace the current backup center that is located at the Asheville City Municipal Building. In order to proceed with the creation of the new Backup 911 center on the ground floor of 35 Woodfin Street, architectural services are needed. Architectural services include the following:

- Existing conditions and schematic design
- Design documents
- Construction documents
- Assist with bidding and permitting
- Construction administration
- Other architectural services necessary for completion of the project

In July of 2021, General Services released a Request for Qualifications (RFQ) for the selection of a firm. Submittals were received and scored by General Services. PFA Architects scored the highest of the firms that submitted designer qualifications. As a result, staff negotiated a contract with PFA Architects for \$82,900. PFA Architects will work together with the Buncombe County project team to develop the scope of work, construction documents, and ensure that the project is completed within budget and satisfactorily for Buncombe County. This project is estimated to be complete in the summer of 2022, provided that materials are readily available.

Recommended Motion & Requested Action:

Recommend executing the Design Contract with PFA Architects.

County Manager's comments and Recommendation: Recommends approval.



November 19, 2021

Mr. Ronnie Lunsford, PEM
General Services Department
Facilities/Project Manager
p. (828) 250-4235 c. (828) 775-0853
40 McCormick Pl., - Asheville, NC 28801

Re: Backup 911 Center - 35 Woodfin Street

Dear Ronnie,

Thank you for the opportunity to submit this Revised Architectural & Engineering (A/E) Fee proposal for this project. The space needs outlined below are used to determine AE services for the project. Basic and Additional services are shown below including all design engineering disciplines.

Understanding of the project scope:

- Project budget is approximately \$700,000.
Construction, contingencies, and AE fees are included in the project budget.
- Backup call center for 911 dispatchers, and emergency communications with up to 18 workstations, new accessible restroom, and includes individual offices.
- Power for the call center will be backed up by a new generator.
- New lighting will be provided as needed for the facility.
- An area for a command/communications conferencing.
- Provided redundant HVAC system for the call center.
- Utility area for redundant HVAC, Electrical, Information Technology.
- Approximately 5,800 SF of minor renovated interior space - mainly finishes.
- Cost estimate prior to bidding at the end of Design Development.

PFA Architects will meet with the owner/user group to analyze the program of the space within the west wing basement at 35 Woodfin Street. We will also tour the primary facility and review the background information provided by the NC 911 Board Rules that may be applicable to a backup center for Buncombe County 911 services.

AE Basic Services:

AE Fee (Basic Services) @\$ 82,900

See attached SUD associates MEP & FP fees included in this fee.

AE FEES – BASIC SERVICES:

Basic Services A/E Fee: Building Architectural, PM& E, and FP Engineering.
Including IT and AV infrastructure backbone.

Schematic Design (Basic Services)

Based on the mutually agreed-upon program, schedule, and construction budget, PFA Architects shall prepare, for approval by the Owner, Schematic Design Documents consisting of:

- Building Renovation
- Area building plans, enlarged plans, sections and interior elevations
- Presentation Drawings and renderings if required

Design Development (Basic Services)

During this phase, appropriate building systems will be explored, reviewed, and approved by the owner. These systems will then be integrated into the building design. Design Development documents consisting of the integrated building system shall include:

- Architectural Building Design
- Finishes Selections
- Plumbing Engineering
- Mechanical Engineering
- Electrical, Fire Alarm, & Communications Engineering (IT)
- Outline Specifications
- Cost Estimate

Construction Documents (Basic Services)

PFA Architects shall provide Construction Documents based on the approved Design Development documents. The following documents will establish in detail the quality levels of materials and systems required for the project:

- Architectural Site Plan – location of the Emergency Generator
- Architectural Building Design
- Interior materials boards
- Fire Protection Design Criteria
- Plumbing Engineering
- Mechanical Engineering
- Electrical, Fire Alarm & Communications Engineering (IT)
- All related specifications

Bidding & Negotiations (Basic Services)

Bidding and Negotiations will be performed if desired to secure competitive bids from regional general contractors similar to a public bidding process. If no public funding is involved and a negotiated contract is the procurement of choice, PFA will help you review and negotiate proposals and contracts from your selected general contractor.

Construction Administration (Basic Services)

Construction Administration includes all tasks and responsibilities specified in 2007 AIA Document B101, Article 3.6. Construction Administration Services (60) Sixty days past "Certificate of Occupancy" and include "One Year Warranty" inspection.

Reimbursable Expenses are Included

Optional Additional Services and Special Consultants not included in Basic Services but may be provided for additional fee:

- Furniture selection, window treatments, specifications, and consulting. (A/E coordination only included in basic services)
- Alternates that may be added to the construction scope AE design services beyond the Base Bid Scope described above. Infrastructure Upgrades, for example
- Optional LEED certification, USGBC fees.
- Commissioning Services.
- Hazardous materials survey, abatement, or analysis.
- Existing Building(s) as-builts and demolition bid documents.
- Special Consultants outside of the basic services consultants listed in this outline.
- Security System Design & Special Engineering Consultants.
- Materials & Soils testing during construction.
- Topographical Surveys.
- Flood Plain analysis or consulting.
- Special Equipment or acoustical design consulting.
- Renderings other than computer generated for public hearings or physical presentation quality models, animations and fly over/through building.

AE Fee Basic Services phased as:

- Schematic Design, Programming (15%)
- Design Development (20%)
- Construction Documents (40%)
- Bidding or Negotiation Phase (5%)
- Construction Admin. (20%)

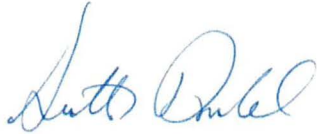
Total Basic Compensation (100%)

2022 PFA Architects Hourly Bill-Out Rates (Subject to Change on an Annual Basis):

Principal in Charge	\$185.00/hr. Project
Architect	\$145.00/hr. Design
Staff	\$120.00/hr. Interior
Designer	\$110.00/hr.
Administrative Staff	\$105.00/hr.

Thank you for this opportunity to assist you with your renovation project. We would be pleased to offer our design skills and construction expertise to this project. We welcome the opportunity to further discuss this proposal.

Sincerely,
PFA ARCHITECTS, P.A.

A handwritten signature in blue ink, appearing to read "Scott Donald".

Scott T. Donald, AIA
PFA Architects, PA
196 Coxe Avenue | Asheville, North Carolina 28801
t: 828.254.1963 or 888.263.5281 (toll free)- Ext. 111 | f: 828.253.3307
c: 828.712.8525
sdonald@pfarchitects.com

Sud Associates, P.A.

Consulting Engineers

90 Southside Avenue, Suite 350, Asheville, NC 28801
(828) 255-4691

Ish Sud, Ph.D., P.E., President
Fellow ASHRAE, LEED AP

Jerome C. Hay, P.E.,
Vice President, LEED AP

Scope of Work and Proposal

Backup 911 Center – 35 Woodfin Street Buncombe County Plumbing, Mechanical, and Electrical

November 12, 2021
Revised November 19, 2021

This project consists of developing a backup 911 call center for Buncombe County. The call center will be developed in the lower level of the Renaissance Wing of 35 Woodfin Street. PFA Architects is the lead designer for the project.

The renovations will include a new call center with up to 18 work stations, new accessible restrooms, and some individual offices. Power for the call center will be backed up by generator power from a new generator. A redundant HVAC system will be provided for the call center. New lighting will be provided as needed for the facility.

The current budget allocation for the project is approximately \$700,000.

The scope of services included in this proposal includes engineering services for Design and Construction Administration. Design disciplines included in this proposal are Plumbing, Mechanical, and Electrical.

Basic Services

This shall include basic design and construction administration services.

- **Mechanical**

Mechanical design elements shall include:

1. Heating and cooling load calculations for the call center.
2. Heating, cooling, ventilation, and exhaust system and equipment selection for the redundant system. The existing system will remain in place as the primary HVAC system.
3. Sizing and layout of HVAC system, including piping, equipment, and duct system.
4. HVAC control system design to integrate with the existing building's control system.

- **Electrical**

Electrical design elements shall include:

1. Power for the renovated areas, including the workstations.
2. Lighting design and control for renovated areas.
3. Power distribution from a new system backed up by a generator. This will support the redundant HVAC system, call center workstations, data infrastructure, lighting, and other systems necessary for continued operation during a power outage.
4. Emergency and exit lighting upgrades as needed.
5. Fire alarm system revisions for renovated areas. A complete fire alarm system replacement is not in the project scope.
6. A raceway infrastructure system for the call center. Cabling, switches, and equipment will be by the

Owner.

7. Generator system design for the 911 call center. Existing emergency/life safety circuits will continue to be powered from the existing generator.

- **Plumbing**

Plumbing design elements shall include:

1. Domestic water system renovations for the restroom renovations.
 2. Waste and vent system renovations for the restroom renovations.
 3. Incidental plumbing revision needed for HVAC upgrades.
- Coordination meetings and design coordination with Architect and other consultants.
 - Site visits for field investigation.
 - Provide SD narrative.
 - Provide DD and CD submittals including drawings and specifications.
 - Attend prebid conference and respond to bidder questions.
 - Address comments by AHJ and Owner.
 - Submittal review.
 - Construction period site visits assuming a six month project. This proposal includes up to 8 site visits or meetings during the active construction period. Site visits will be followed up with a field report documenting observations.

Assumptions and Exclusions

1. Energy analysis and life cycle costing are not included.
2. Cost estimating is not included.
3. Design and documentation for certification programs such as LEED are not included.
4. Major design changes after design is complete may result in additional services. Minor design changes are considered a part of the design process and will be incorporated into the design for no additional fee.
5. Redesign or value engineering of the building or systems after bidding is not included.

Any of the exclusions listed above can be performed as additional services or included in an amended Scope of Services.

Requested Fees

We request a fee of \$48,000 for these services, broken down as follows.

Basic Services

Schematic Design	\$3,000
Design Development	\$14,000
Construction Documents	\$19,000
Construction Administration	\$12,000

Any item not contained in the Scope of Work will be deemed as Other Additional Services. We will perform these services at our standard hourly billing rates plus expenses, or for a negotiated lump sum fee, depending

on the nature of the services. Payment terms are within 15 days of receipt of the Architect's progress payments from the Owner, with 1.5% monthly interest on overdue balances.

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

This Agreement for Design Consultant Services is made, and entered into this the 23rd day of November 2021, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and PFA Architects, (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 196 Coxe Avenue, Asheville, NC 28801.

For Professional Services in connection with the Project known as:

Buncombe County Government

Backup 911 Center - 35 Woodfin Street

The Owner and the Design Consultant hereby agree as set forth below:

**1. ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1. Project. The Project shall be as described above.
- 1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7 and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.
- 1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.
- 1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.
- 1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

- 1.6. Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.

2. ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.
- 2.4. Design Consultant Representation.
 - 2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.
 - 2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

- 2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3 BASIC SERVICES

3.1. Scope of Services.

- 3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.
- 3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.
- 3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase.**

- 3.2.1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

- 3.2.2. The Design Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Costs

3.3. **Construction Document Phase.**

- 3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 3.3.2. The Design Consultant 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.
- 3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. **Permitting and Bidding/Negotiation.**

- 3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- 3.4.3. *Intentionally left blank for numbering purposes.*
- 3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.
- 3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
- 3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

- 3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement
- 3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- 3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. Construction Phase.

- 3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.
- 3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.
- 3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

- 3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.
- 3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- 3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.
- 3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

- 3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.
- 3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. Final Completion of Design Services.

- 3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.
- 3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.
- 3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the Contract Documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.

3.7. Serving as Witness.

3.7.1. The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.8. Construction Warranty.

3.8.1. The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies. The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

**4. ARTICLE 4
COMPENSATION**

4.1. Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of \$82,900.00.

4.1.2. In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3. The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2. Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1. Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Permitting and Bidding/Negotiation Phase	5%
Construction Administration (to include Close Out Documents)	20%
Final Completion of Design Services Phase	100%

4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.3. Additional Services Compensation.

4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.

4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4. Accounting Records.

4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5 PERIOD OF SERVICE

5.1. Unless earlier terminated as provided in Article 12 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility

Construction Warranty; Professional Liability coverage; Indemnification; and Ownership of Documents/Confidential Information shall remain in effect after termination of the other provisions of the Agreement.

- 5.2. Time is of the essence in this Agreement.

6. ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1. The Owner shall provide full information regarding the requirements for the Project.
- 6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.
- 6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7 ADDITIONAL SERVICES

- 7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:
- 7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

- Employer's Liability.** Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Design Consultant with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

Professional Liability. Insurance covering the Design Consultant for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim for projects under \$15,000,000 and a minimum limit of \$2,000,000 per claim for projects over \$15,000,000.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Design Consultant may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying professional liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Additional Insurance Provisions.

If the Design Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Design Consultant shall provide the County with certificates of insurance evidencing the above amounts. Buncombe County and General Services Department shall be named as additional insureds under the commercial general liability and business automobile liability policy(s). Before commencing work and for any subsequent renewals, the Design Consultant shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County.

Design Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Consultant shall ensure that Buncombe County and General Services Department are additional insureds on insurance required from subcontractors.

The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

Waiver of Subrogation: Design Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Design Consultant may acquire against the County by virtue of payment of any loss under such insurance. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Design Consultant shall not be interpreted as limiting the Design Consultant's liability and obligations under this Agreement.

- 9.2. Notwithstanding the foregoing, nothing contained in this Article 9, nor this Contract, shall be deemed to constitute a waiver of the sovereign immunity of the Owner, which immunity is hereby reserved by the Owner.

10. ARTICLE 10 INDEMNIFICATION

- 10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

11. ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

- 11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.
- 11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.
- 11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

- 11.3. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

12. ARTICLE 12 TERMINATION, SUSPENSION OR ABANDONMENT

- 12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.
- 12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.
- 12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.
- 12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- 12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.
- 12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

13. ARTICLE 13 SUCCESSORS/ASSIGNMENT

- 13.1. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

- 13.2. The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

**14. ARTICLE 14
OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION**

- 14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.
- 14.2. 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 Owner's reserved rights.

**15. ARTICLE 15
ADDITIONAL PROVISIONS**

- 15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design 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 the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.
- 15.3. The Design Consultant shall follow all applicable federal, state, and local laws.
- 15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

- 15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 15.13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

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

Don Warn, Buncombe County Chief Financial Officer

DESIGN CONSULTANT:
PFA Architects, P.A.

By: _____

Title: _____

Date: _____

OWNER:
COUNTY OF BUNCOMBE

By: _____

Title: _____

Date: _____



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent Agenda

Department: Legal and Risk

Presenter(s): Curt Euler, Senior Attorney

Contact(s): Curt Euler, Senior Attorney

Subject: Interlocal 911 Emergency Dispatch Services - Towns of Weaverville and Woodfin

Brief Summary: Buncombe County 911 Communications has provided dispatch services for the Towns of Weaverville and Woodfin for many years. These services have historically been provided absent a written agreement regarding 911 consolidation or dispatch. County Legal and Risk Department staff negotiated agreements that have been approved by both Weaverville and Woodfin's governing bodies. Accordingly, this request is for County Board of Commissioners' authorization to enter into 911 Consolidation Agreements with the Town of Weaverville and Woodfin retroactive to July 1, 2021.

Recommended Motion & Requested Action: Approval of the Interlocal Agreements regarding 911 Emergency Dispatch Services between Buncombe County and the Towns of Weaverville and Woodfin, respectively

County Manager's comments and Recommendation: County Manager recommends approval.

RESOLUTION NO. 21-12-02

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN BUNCOMBE COUNTY AND THE TOWN OF WEAVERVILLE REGARDING CONSOLIDATION
OF 911 SERVICES.

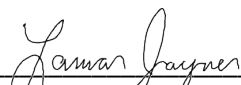
- WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers;
- WHEREAS, the North Carolina 911 Board requested that Buncombe County present a full consolidation plan by the end of the fiscal year;
- WHEREAS, as an initial step towards full consolidation, the County has been working with the Town of Weaverville to develop an Intergovernmental Agreement for the County to provide all 911 call taking and dispatch services for the Town;
- WHEREAS, staff representing the County and the Town have agreed to terms of a proposed Intergovernmental Agreement, a copy of which is attached hereto, and a timeline for implementation of consolidated services to be effective retroactively on July 1, 2021;
- WHEREAS, the Town of Weaverville approved the proposed Intergovernmental Agreement at its November 22, 2021 meeting; and
- WHEREAS, this Board of Commissioners is of the opinion that it is in the best interest of citizens and residents of Buncombe County to enter into this proposed Intergovernmental Agreement with the Town of Weaverville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE AS FOLLOWS:

1. That the Chairman and the County Manager, or either of them, are hereby authorized to execute the attached Intergovernmental Agreement.
2. That this Resolution shall be effective upon its adoption.

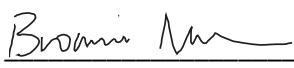
Adopted this 7th day of December, 2021.

ATTEST



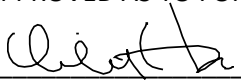
Lamar Joyner, Clerk to the Board

**BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE**

BY: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND THE TOWN OF WEAVERVILLE

This **INTERGOVERNMENTAL AGREEMENT** is made and entered into this ____ day of November, 2021, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1 Joint Exercise of Powers;

WHEREAS, the County and Town wish to consolidate all 911 services in Buncombe County in order to provide the highest quality 911 service and lasting value for the residents of County;

WHEREAS, both parties agree that the County shall be responsible for receiving and dispatching all calls for service for the Town and County including Emergency Medical Services, Weaverville Police and Fire Departments, the Buncombe County Sheriff, and volunteer fire departments;

WHEREAS, County and the Town leadership have agreed that a 911 Call Center Consolidation is a mutually beneficial path for public safety entities in Buncombe County. The Parties agree that the benefit of 911 Call Center Consolidation include:

- Reduced call transferring
- Staffing improvements to provide enhanced coverage for 24/7 operations
- More consistent and effective service delivery
- Greater opportunities for interagency response and backup
- Better data sharing between agencies and responders in the field
- Enhanced interoperability and ability to share information across jurisdictions
- Operational savings
- Reductions in future capital investment
- Elimination of duplicate technology systems and maintenance agreements
- Maximizing revenue from the 911 Board for system enhancements

WHEREAS, this Agreement establishes each party's commitment to Consolidation and sets forth the basic plan to consolidate personnel, share costs and an implementation timeline.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

OPERATION:

1. The parties agree that Buncombe County, through operational funding and 911 Board, will establish and maintain a Consolidated 911 Call Center (herein "Call Center") beginning July 1, 2021. Buncombe County will provide the backbone structure to provide important and necessary services such as payroll, employee benefits, facilities maintenance, budget/finance, legal, risk management and procurement.
2. The County will be responsible for taking and dispatching all calls for service for the Town and provide "Communication Services" as defined herein starting July 1, 2021. "Communication Services" means:
 - a. The receipt of incoming 911 calls;
 - b. The dispatch of Public Safety Responders in response to 911 calls in a manner set out by dispatched agency and tracked in a CAD system;
 - c. The collection and maintenance of 911 call recordings and data concerning incidents to which Public Safety Responders are dispatched, as well as access to the same by Town personnel; and
 - d. Such other activities necessary for the provision of the services outlined above and incidental to the operation of the 911 Call Center, including the procurement of adequate and necessary equipment.
3. The Call Center shall meet (1) NFPA's 1221 standards, (2) National Emergency Medical Dispatch ("EMD") standards for Accreditation and attaining accreditation, and (3) CALEA's communications standards for law enforcement agencies.
4. The Town will have access to dispatch through the County's Radio System.
5. The Town will be responsible for the upkeep and maintenance of its radio system.

TRANSITION:

Both parties agree to cooperate in the many complex elements involved in transitioning to a consolidated call center.

BUDGET:

Starting July 1, 2021, the Town will pay annually \$57,372.00.

In April of 2022, the County will determine the cost sharing amount for the Town for the upcoming fiscal year being July 1, 2022. The cost sharing amount is the cost of operating the 911 Service Desk for a fiscal year multiplied by the Town's combined percentage. The Town's combined percentage is determined by blending the percentages of the Town's population with

the percentage of the Town's calls for service. The County will determine in April of 2022 the cost of operating the 911 Service Desk for the Towns of Black Mountain, Montreat, Weaverville and Woodfin and multiply by total cost by the Town's combined percentage. The Town will be informed of the new annual cost sharing amount in writing by May 1, 2022.

Notwithstanding the foregoing, the County may not increase the annual cost share to the Town by more than a two-year average of the CPI. For purposes of this Agreement, CPI is defined as the Consumer Price Index, Urban Wage Earners and Clerical Workers, U. S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics.

The amounts owed by the Town will be made in quarterly payments starting July 1st of each fiscal year or, in the discretion of the Town, in one annual payment if paid not later than December 31 of the applicable fiscal year.

EFFECTIVE DATE:

This Agreement shall become effective retroactively to July 1, 2021. This Agreement is in place of, supersedes, and replaces any existing Interlocal 911 Agreements.

TERM:

The term of this Agreement shall be from July 1, 2021, to June 30, 2023.

Starting July 1, 2023 and at all times thereafter, the County will be responsible for all the costs associated with the operation of the 911 Call Center and provide Communication Services to the Town of Weaverville at no further cost.

PUBLIC INFORMATION REQUESTS:

The County will be responsible for maintaining all call for service data for the Consolidated Call Center. The Town will have access to any Call Center data relating to the Town upon request. The Town will be responsible for responding to a public record request directed towards the Town. The County will be responsible for providing the document and/or data to the Town, who in turn will be responsible for distributing the information to the requestor.

COMMUNICATIONS STEERING COMMITTEE (CSC):

1. The County Manager of the Buncombe County will be responsible for the creation of the budget for the 911 Call Center and all operations in the 911 Call Center.
2. The County shall create a steering committee that will remain active for so long as a cost share is implemented for the operation of the 911 Call Center.
3. The Communications Steering Committee (CSC) will consist of the following membership:

- a. Buncombe County Director for 911 Communications,
 - b. Sheriff or designee,
 - c. Chief of Asheville Police Department or designee,
 - d. Asheville Fire Chief or designee,
 - e. Buncombe County Management designee,
 - f. a representative from among other municipalities' law enforcement agencies dispatched through the 911 Call Center,
 - g. a representative from among other municipal and county fire departments dispatched through the 911 Call Center, and
 - h. one (1) community member at large.
4. The selection for places 6 and 7 will be determined via majority vote of those agencies to a two-year term. The County will coordinate those voting processes.
5. The Community Representative will be selected through a competitive application process. From that list, the CSC will select the representative by a majority vote for a two-year term. The CSC responsibilities are defined below.
6. The CSC will meet at least quarterly to review performance and compliance data and to consider and resolve questions, issues, and disputes relating to 911 call center operations.
7. The County shall be responsible for convening the CSC, setting and distributing its agenda, and providing timely information regarding meetings to all members and member agencies.
8. Any CSC member, or member agency, may place an item on the CSC meeting agenda for discussion.
9. All medical protocols will have final approval and/or disapproval by the EMS Medical Director separate and apart from this Committee.
10. The Director for 911 Communications will provide a recommended 911 Call Center budget to be submitted to the County Manager for consideration in the annual County Budget.
11. The Director for 911 Communications will serve as the CSC Committee Chair and have the authority and responsibility:
 - a. To preside at regular and special meetings of the CSC;
 - b. Facilitate the election of a Vice Chair from the CSC members. The Vice Chair will serve a two-year term and may be re-elected for subsequent terms;
 - c. To call special meetings;
 - d. To appoint committees;

- e. To represent the CSC or appoint another member to represent the CSC at various jurisdictional meetings where consolidated dispatch is on the agenda; and
- f. To provide the County Manager with performance reviews of the County 911 Leadership position and make written recommendations regarding his or her performance, utilizing the County Personnel Policies & Procedures, as may be amended from time to time, and with significant input from the CSC members.

AMENDMENTS:

This Agreement may be amended by approval of the Weaverville Town Council and the Buncombe County Board of Commissioners.

MISCELLANEOUS:

1. Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows: To Town: Selena Coffey, Town Manager, Town of Weaverville, P.O. Box 338, Weaverville, NC 28787. To County: Avril Pinder, County Manager, 200 College Street, STE 300, Asheville, NC 28801. All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.
2. Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
3. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
5. Duplicate Counterparts. This Agreement may be executed in one or more

counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
7. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed in their respective names, the day and year first above written.

TOWN OF WEAVERVILLE

By: _____
Patrick Fitzsimmons, Mayor

COUNTY OF BUNCOMBE

By: _____

RESOLUTION NO. 21-12-03

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN BUNCOMBE COUNTY AND THE TOWN OF WOODFIN REGARDING CONSOLIDATION OF 911 SERVICES.

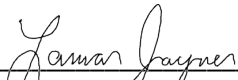
- WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers;
- WHEREAS, the North Carolina 911 Board requested that Buncombe County present a full consolidation plan by the end of the fiscal year;
- WHEREAS, as an initial step towards full consolidation, the County has been working with the Town of Woodfin to develop an Intergovernmental Agreement for the County to provide all 911 call taking and dispatch services for the Town;
- WHEREAS, staff representing the County and the Town have agreed to terms of a proposed Intergovernmental Agreement, a copy of which is attached hereto, and a timeline for implementation of consolidated services to be effective retroactively on July 1, 2021;
- WHEREAS, this Board of Commissioners is of the opinion that it is in the best interest of citizens and residents of Buncombe County to enter into this proposed Intergovernmental Agreement with the Town of Woodfin.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE AS FOLLOWS:

1. That the Chairman and the County Manager, or either of them, are hereby authorized to execute the attached Intergovernmental Agreement.
2. That this Resolution shall be effective upon its adoption.

Adopted this 7th day of December, 2021.

ATTEST


Lamar Joyner, Clerk to the Board

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

BY: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND THE TOWN OF WOODFIN

This **INTERGOVERNMENTAL AGREEMENT** is made and entered into this ____ day of November, 2021, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Woodfin, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1 Joint Exercise of Powers;

WHEREAS, the County and Town wish to consolidate all 911 services in Buncombe County in order to provide the highest quality 911 service and lasting value for the residents of County;

WHEREAS, both parties agree that the County shall be responsible for receiving and dispatching all calls for service for the Town and County including Emergency Medical Services, Woodfin Police Department, the Buncombe County Sheriff, and volunteer fire departments;

WHEREAS, County and the Town leadership have agreed that a 911 Call Center Consolidation is a mutually beneficial path for public safety entities in Buncombe County. The Parties agree that the benefit of 911 Call Center Consolidation include:

- Reduced call transferring
- Staffing improvements to provide enhanced coverage for 24/7 operations
- More consistent and effective service delivery
- Greater opportunities for interagency response and backup
- Better data sharing between agencies and responders in the field
- Enhanced interoperability and ability to share information across jurisdictions
- Operational savings
- Reductions in future capital investment
- Elimination of duplicate technology systems and maintenance agreements
- Maximizing revenue from the 911 Board for system enhancements

WHEREAS, this Agreement establishes each party's commitment to Consolidation and sets forth the basic plan to consolidate personnel, share costs and an implementation timeline.

NOW THEREFORE, for and in consideration of the mutual promises contained herein,

the parties hereby agree to the following:

OPERATION:

1. The parties agree that Buncombe County, through operational funding and 911 Board, will establish and maintain a Consolidated 911 Call Center (herein "Call Center") beginning July 1, 2021. Buncombe County will provide the backbone structure to provide important and necessary services such as payroll, employee benefits, facilities maintenance, budget/finance, legal, risk management and procurement.
2. The County will be responsible for taking and dispatching all calls for service for the Town and provide "Communication Services" as defined herein starting July 1, 2021. "Communication Services" means:
 - a. The receipt of incoming 911 calls;
 - b. The dispatch of Public Safety Responders in response to 911 calls in a manner set out by dispatched agency and tracked in a CAD system;
 - c. The collection and maintenance of 911 call recordings and data concerning incidents to which Public Safety Responders are dispatched, as well as access to the same by Town personnel; and
 - d. Such other activities necessary for the provision of the services outlined above and incidental to the operation of the 911 Call Center, including the procurement of adequate and necessary equipment.
3. The Call Center shall meet (1) NFPA's 1221 standards, (2) National Emergency Medical Dispatch ("EMD") standards for Accreditation and attaining accreditation, and (3) CALEA's communications standards for law enforcement agencies.
4. The Town will have access to dispatch through the County's Radio System.
5. The Town will be responsible for the upkeep and maintenance of its radio system.

TRANSITION:

Both parties agree to cooperate in the many complex elements involved in transitioning to a consolidated call center.

BUDGET:

Starting July 1, 2021, the Town will pay annually \$98,502.00.

In April of 2022, the County will determine the cost sharing amount for the Town for the upcoming fiscal year being July 1, 2022. The cost sharing amount is the cost of operating the 911 Service Desk for a fiscal year multiplied by the Town's combined percentage. The Town's combined percentage is determined by blending the percentages of the Town's population with the percentage of the Town's calls for service. The County will determine in April of 2022 the

cost of operating the 911 Service Desk for the Towns of Black Mountain, Montreat, Weaverville and Woodfin and multiply by total cost by the Town's combined percentage. The Town will be informed of the new annual cost sharing amount in writing by May 1, 2022.

Notwithstanding the foregoing, the County may not increase the annual cost share to the Town by more than a two-year average of the CPI. For purposes of this Agreement, CPI is defined as the Consumer Price Index, Urban Wage Earners and Clerical Workers, U. S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics.

The amounts owed by the Town will be made in quarterly payments starting July 1st of each fiscal year or, in the discretion of the Town, in one annual payment if paid not later than December 31 of the applicable fiscal year.

EFFECTIVE DATE:

This Agreement shall become effective retroactively to July 1, 2021. This Agreement is in place of, supersedes, and replaces any existing Interlocal 911 Agreements.

TERM:

The term of this Agreement shall be from July 1, 2021, to June 30, 2023.

Starting July 1, 2023 and at all times thereafter, the County will be responsible for all the costs associated with the operation of the 911 Call Center and provide Communication Services to the Town of Woodfin at no further cost.

PUBLIC INFORMATION REQUESTS:

The County will be responsible for maintaining all call for service data for the Consolidated Call Center. The Town will have access to any Call Center data relating to the Town upon request. The Town will be responsible for responding to a public record request directed towards the Town. The County will be responsible for providing the document and/or data to the Town, who in turn will be responsible for distributing the information to the requestor.

COMMUNICATIONS STEERING COMMITTEE (CSC):

1. The County Manager of the Buncombe County will be responsible for the creation of the budget for the 911 Call Center and all operations in the 911 Call Center.
2. The County shall create a steering committee that will remain active for so long as a cost share is implemented for the operation of the 911 Call Center.
3. The Communications Steering Committee (CSC) will consist of the following membership:

- a. Buncombe County Director for 911 Communications,
 - b. Sheriff or designee,
 - c. Chief of Asheville Police Department or designee,
 - d. Asheville Fire Chief or designee,
 - e. Buncombe County Management designee,
 - f. a representative from among other municipalities' law enforcement agencies dispatched through the 911 Call Center,
 - g. a representative from among other municipal and county fire departments dispatched through the 911 Call Center, and
 - h. one (1) community member at large.
4. The selection for places 6 and 7 will be determined via majority vote of those agencies to a two year term. The County will coordinate those voting processes.
5. The Community Representative will be selected through a competitive application process. From that list, the CSC will select the representative by a majority vote for a two year term. The CSC responsibilities are defined below.
6. The CSC will meet at least quarterly to review performance and compliance data and to consider and resolve questions, issues, and disputes relating to 911 call center operations.
7. The County shall be responsible for convening the CSC, setting and distributing its agenda, and providing timely information regarding meetings to all members and member agencies.
8. Any CSC member, or member agency, may place an item on the CSC meeting agenda for discussion.
9. All medical protocols will have final approval and/or disapproval by the EMS Medical Director separate and apart from this Committee.
10. The Director for 911 Communications will provide a recommended 911 Call Center budget to be submitted to the County Manager for consideration in the annual County Budget.
11. The Director for 911 Communications will serve as the CSC Committee Chair and have the authority and responsibility:
 - a. To preside at regular and special meetings of the CSC;
 - b. Facilitate the election of a Vice Chair from the CSC members. The Vice Chair will serve a two-year term and may be re-elected for subsequent terms;
 - c. To call special meetings;
 - d. To appoint committees;

- e. To represent the CSC or appoint another member to represent the CSC at various jurisdictional meetings where consolidated dispatch is on the agenda; and
- f. To provide the County Manager with performance reviews of the County 911 Leadership position and make written recommendations regarding his or her performance, utilizing the County Personnel Policies & Procedures, as may be amended from time to time, and with significant input from the CSC members.

AMENDMENTS:

This Agreement may be amended by approval of the Woodfin Town Council and the Buncombe County Board of Commissioners.

MISCELLANEOUS:

- 1. Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows: To Town: Eric Hardy, Town Administrator, Town of Woodfin, 90 Elk Mountain Road, Woodfin, NC 28804. To County: Avril Pinder, County Manager, 200 College Street, STE 300, Asheville, NC 28801. All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.
- 2. Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
- 3. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
- 4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
- 5. Duplicate Counterparts. This Agreement may be executed in one or more

counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
7. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed in their respective names, the day and year first above written.

TOWN OF WOODFIN

By: _____
Jerry Vahaun, Mayor

COUNTY OF BUNCOMBE

By: _____



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent Agenda

Department(s): Permits and Inspections
County Managers Office
County Legal Department

Presenter(s): Bob Haynes

Contact(s): Bob Haynes; Sybil Tate; Brandon Freeman

Subject: Resolution Authorizing the Execution of an Interlocal Agreement with the Town of Montreat for Building Inspection Services

Brief Summary:

In early November of this year, the Town of Montreat was without a building inspector and requested that Buncombe County Permits and Inspections conduct inspections on the Town's behalf during its inspector's absence. The County and the Town, through their managers, entered into a temporary written agreement with the understanding a more formal agreement for Building Inspection Services would be entered into in the near future, which is the subject of this request.

The proposed Interlocal Agreement is the same as the agreement the County entered into with the Town of Black Mountain to perform its building permitting and inspection services on an as needed basis for the fees outlined in the County's fee schedule.

Recommended Motion & Requested Action:

Move that the Resolution Authorizing the Execution of an Interlocal Agreement with the Town of Montreat for Building Inspection Services be adopted.

County Manager's comments and Recommendation: Recommends approval.

RESOLUTION # 21-12-04

Resolution Authorizing the Execution of an Interlocal Agreement with
the Town of Montreat for Building Inspection Services

WHEREAS, it may become necessary, from time to time, for the Town of Montreat to request building inspection services from Buncombe County; and

WHEREAS, Buncombe County is willing to perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis upon request of the Town's Building, Planning, and/or Zoning Department staff subject to the terms and conditions set forth herein; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes any unit of local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with each other in order to execute any undertaking.

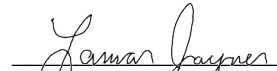
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That it hereby authorizes the execution of an Interlocal Agreement with Town of Montreat for Building Inspection Services, which may be amended, from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted.
2. That the Chair, Vice Chair, and County Manager, or any of them, or their designee, acting individually or collectively, are hereby authorized, empowered and directed to take all actions necessary or appropriate in the judgment of such officers to accomplish the purposes and intents of this Resolution, including the execution and delivery of the Interlocal Agreement and all other documents, agreements, instruments and certificates contemplated by said Agreement.
3. That, by and with the consent of the County Legal Department, County staff is hereby instructed to proceed with this undertaking and all acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
4. That this resolution shall become effective upon its adoption.

This the 7th of December, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT
Between
BUNCOMBE COUNTY
And
THE TOWN OF MONTREAT
For
BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT is dated the _____ of _____, 20____ (the “Agreement”), and is between the **BUNCOMBE COUNTY** (“Buncombe County”), a body politic and corporate organized and existing under the laws of the state of North Carolina and the **TOWN OF MONTREAT** (“Town of Montreat”), a political subdivision of the State of North Carolina a municipal corporation chartered and operating under the laws of the State of North Carolina (hereinafter, collectively, the “Parties”).

WITNESSETH:

WHEREAS, from time to time, it may become necessary for the Town of Montreat to request building inspection services from Buncombe County; and

WHEREAS, Buncombe County is willing to perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis and upon request of the Town’s Building, Planning, and/or Zoning Department staff subject to the terms and conditions set forth herein; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes any unit of local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with each other in order to execute any undertaking.

NOW THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

ARTICLE I
RECITALS and PURPOSE

1.01 Recitals

The Recitals are incorporated into this Agreement.

1.02 Purpose

The purpose of this agreement is to establish the terms and conditions under which the Town of Montreat may request building inspection services from Buncombe County. This will allow, among other things, the Town of Montreat to continue the building inspections and permitting process should the Town’s building inspector be unavailable. This Memorandum of Agreement

replaces any prior building inspection services agreements between Buncombe County and the Town of Montreat.

ARTICLE II

TERM, AMENDMENT, and TERMINATION

3.01 Term. This Agreement shall become effective upon the properly authorized execution of the Agreement by both Parties and shall continue until superseded or terminated by either Party (“Term”).

3.02 Amendment. This Agreement may only be amended by a writing signed by the Parties. To propose an amendment to Agreement, either Party may submit the proposed amendment and the reasons for the proposed amendment in writing to the other Party per the Notice provisions in this Article II. If the Parties agree to the proposed amendment, a written amendment to Agreement shall be executed. The Parties may enter into amendments that do not have financial implications for either Party with the approval of and execution by their respective Managers. All other amendments shall require approval by the respective governing boards of the Parties.

3.03 Disputes. Notwithstanding any other provision of this Agreement, either Party may contest any decision, action or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement. If any such dispute cannot be informally resolved, then such dispute shall be resolved as provided in 7.08.

3.04 Termination. Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days written notice to the other Party per the Notice provisions in this Article II.

3.05 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Buncombe County:	Buncombe County Permits and Inspections Director 30 Valley Street Asheville, NC 28801.
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For Town of Montreat:	Town of Montreat Attn: Town Administrator P.O. Box 423 Montreat, NC 28757
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3.06 Prior Agreements Superseded. Upon the execution and delivery of this Agreement, this Agreement shall supersede any and all prior agreements, if any, and shall constitute the definitive Agreement between the Parties regarding all matters relating to the undertaking.

3.07 Survive Termination. Those obligations concerning enforcement of warranties and representations which by their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

3.08 Responsibilities of the Parties.

a. Buncombe County agrees to:

1. Perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis within twenty four (24) hours of receiving a request for the same from the Building, Planning, and/or Zoning Department staff of the Town of Montreat.
2. Promptly invoice the Town of Montreat for each inspection performed pursuant to this Agreement. Such an invoice shall include the type of inspection performed, the date of inspection, the fee and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.

b. The Town of Montreat agrees to:

1. Pay Buncombe County the rate contained in Buncombe County's fee schedule inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Montreat under this Agreement, for each inspection conducted pursuant to this Agreement.
2. The Town of Montreat agrees to remit payment to the Buncombe County Permits and Inspections Department within 30 days upon receipt of an invoice for services rendered.

ARTICLE V

EXHIBITS AND RELATED DOCUMENTS

6.01 Exhibits

The following exhibits are attached hereto and incorporated by reference into this Agreement as if fully set forth herein:

- A. Exhibit "A" Buncombe County's Current Fee Schedule for Inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Montreat under this Agreement

ARTICLE VI

OTHER PROVISIONS

7.01 No Third Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

7.02 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employee of any

gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

7.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Buncombe County, North Carolina.

7.04 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

7.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

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

7.07 Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

7.08 Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the

Parties shall be subject to and decided exclusively by the appropriate general court of justice of Buncombe County, North Carolina.

7.09 No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

7.10 Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina.

7.11 Assignment. No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

7.12 Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

7.13 Execution in Counterparts/Electronic Version of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

7.16 Headings. Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

7.17 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

7.18 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

7.19 Authority to Inspect. The Parties authorize their respective permits and inspections directors to conduct inspections according to their statutory powers and internal policies and to execute such documents necessary to effect the spirit and intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

BUNCOMBE COUNTY, NORTH CAROLINA By: _____ County Manager Buncombe County, North Carolina	This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Finance Officer Buncombe County, North Carolina
ATTEST: By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina [Seal]	This instrument is approved as to form and legal sufficiency. _____ County Attorney/County Staff Attorney Buncombe County, North Carolina
TOWN OF MONTREAT, NORTH CAROLINA By: _____ Town Administrator	This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Town Finance Director Montreat, North Carolina
ATTEST: By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina [Seal]	This instrument is approved as to form and legal sufficiency. _____ Town Attorney Montreat, North Carolina

EXHIBIT A

Buncombe County's Current Fee Schedule for Inspections



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent Agenda

Department: Budget

Presenter(s): Jennifer Barnette, Budget

Contact(s): Sheriff Quentin Miller
Lynn Smith, BCSO

Subject: FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG)

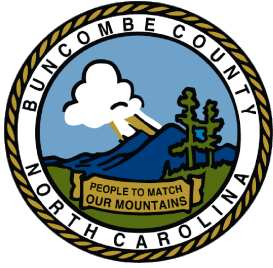
Brief Summary:

The Buncombe County Sheriff's Office is a sub-recipient of the FY2021 Justice Assistance Grant (JAG) through the City of Asheville. Based on a federal distribution formula, Buncombe County was awarded \$16,838 in JAG funding to purchase ballistic helmets, goggles, gas masks, replacement filters and storage pouches. No county funds are required.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #21-12-05



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 Grants Projects outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 13th day of July, 2021.

Granting Agency:	U.S. Department of Justice, Office of Justice Programs
Grant Name:	FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG)

Description:

The Buncombe County Sheriff's Office is a sub-recipient of the FY2021 Justice Assistance Grant (JAG) through the City of Asheville. Based on a federal distribution formula, Buncombe County was awarded \$16,838 in JAG funding to purchase ballistic helmets, goggles, gas masks, replacement filters and storage pouches. No county funds are required.

Funding Source:

\$16,838 awarded through the US DOJ JAG Program.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 327 - JAG 2021	\$ 16,838	\$ 16,838
TOTAL	\$ 16,838	\$ 16,838

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board

CITY CLERK

CONTRACT NO. _____

THE STATE of North Carolina

COUNTY of Buncombe

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ASHEVILLE, NC AND THE COUNTY OF BUNCOMBE, NC

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

THIS AGREEMENT made and entered into this 4th day of November 2021, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "CITY"), and the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "COUNTY").

WHEREAS, the JAG Program provides Federal funding for law enforcement operations;

WHEREAS, the Grant apportions grant funding between CITY and COUNTY law enforcement operations based on a Federal distribution formula; and

WHEREAS, CITY and COUNTY find receiving the grant under the terms of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates each party for the services or functions under this agreement.

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1. CITY agrees to pay COUNTY a total of \$16,838 of JAG funds. COUNTY agrees to use \$16,838 for the purchase of ballistic helmets, goggles, gas masks, replacement filters and storage pouches until September 30, 2024.

Section 2. Nothing in the performance of this agreement shall impose any liability for claims against the CITY or COUNTY. Nor does anything in this agreement waive either party's use of the defense of governmental immunity.

Section 3. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4. The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

Section 6. CITY will be the administrating agent of this Grant. CITY will not charge the COUNTY a fee for administering the grant. COUNTY agrees to provide CITY all documentation necessary to demonstrate how the grant funds have been used and assist in the preparation of any audit if necessary.

CITY OF ASHEVILLE, NC

COUNTY OF BUNCOMBE, NC

City Manager

County Manager



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent

Department: Library

Presenter(s): Jennifer Barnette, Budget

Contact(s): Jennifer Barnette, Budget
Jim Blanton, Library

Subject: Donation

Brief Summary:

The living trust setup by Mildred Duomi has donated \$100,000 "for the purpose of education and providing resources for the public of Buncombe County and their full use of library facilities."

Given the amount of the donation and that the donor is a living trust, these funds are being set up as a restricted grant in the Grants Fund accessible by the Library.

Recommended Motion & Requested Action: Approve budget amendments

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #21-12-06



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 Grants Projects outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2021.

Granting Agency:	Mildred Duomi Living Trust
Grant Name:	Donation

Description:

The living trust setup by Mildred Duomi has donated \$100,000 "for the purpose of education and providing resources for the public of Buncombe County and their full use of library facilities."

Given the amount of the donation and that the donor is a living trust, these funds are being set up as a restricted grant in the Grants Fund accessible by the Library.

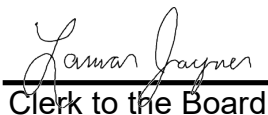
Funding Source:

Mildred Duomi Living Trust

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Grant Revenue - Donation Duomi Living Trust	\$ 100,000	\$ 100,000
TOTAL	\$ 100,000	\$ 100,000

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent

Department: Library

Presenter(s): Jennifer Barnette, Budget

Contact(s): Jennifer Barnette, Budget
Jim Blanton, Library

Subject: Flowstate Community Arts Initiative

Brief Summary:

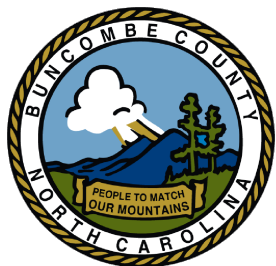
Buncombe Public Libraries has been awarded \$10,200, requiring a county match for a total of \$20,400, for the Flowstate Community Arts Initiative. Every other month, library and local arts leadership will select one artist or craftsperson from the community to set up a workspace at the East Asheville Library for one month. The artist will spend a minimum of 20 hours per week there to offer an interactive program and allow individuals to observe and ask questions during specific hours. A stipend and materials budget will be provided.

These two amendments will establish the grant budget in the Grants Fund and transfer the match from the General Fund. The General Fund amendment utilizes existing dollars and no new monies are required for this grant.

Recommended Motion & Requested Action: Approve budget amendments

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #21-12-07



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 Grants Projects outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2021.

Granting Agency:	Institute of Museum and Library Services
Grant Name:	Flowstate Community Arts Initiative

Description:

Buncombe Public Libraries has been awarded \$10,200 for the Flowstate Community Arts Initiative. Every other month, library and local arts leadership will select one artist or craftsperson from the community to set up a workspace at the East Asheville Library for one month. The artist will spend a minimum of 20 hours per week there to offer an interactive program and allow individuals to observe and ask questions during specific hours. A stipend and materials budget will be provided.

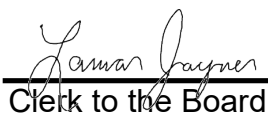
Funding Source:

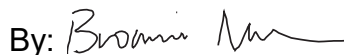
American Rescue Plan Grant Program

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Grant Revenue	\$ 10,200	
Interfund Transfer Revenue	\$ 10,200	
Flowstate Community Arts Initiative - East Asheville Library		\$ 20,400
TOTAL	\$ 20,400	\$ 20,400

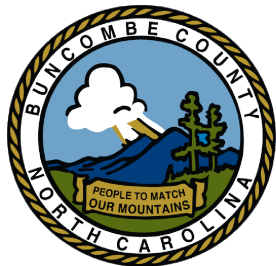
ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board

ORDINANCE #21-12-08



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2021.

Requesting Department: Library

Budget Amendment Item: Flowstate Community Arts Initiative

Description:

Buncombe Public Libraries has been awarded \$10,200 for the Flowstate Community Arts Initiative. Every other month, library and local arts leadership will select one artist or craftsperson from the community to set up a workspace at the East Asheville Library for one month. The artist will spend a minimum of 20 hours per week there to offer an interactive program and allow individuals to observe and ask questions during specific hours. A stipend and materials budget will be provided.

This amendment will transfer funds from Library to the Grants Fund for use in the Flowstate Community Arts Initiative Grant.

Funding Source:

Existing budgeted dollars

Exhibit A:	Increase (Decrease)	
Account Description	Revenues	Expenditures
Fund 100 - Library - 6060:Office Expenses		\$ (10,200)
Fund 100 - Interfund Transfer Expense		\$ 10,200
TOTAL	\$ -	\$ -

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent Agenda

Department: Budget

Presenter(s): Jennifer Barnette, Budget

Contact(s): Jennifer Barnette, Budget Director
Jim Blanton, Library

Subject: Emergency Connectivity Fund Program

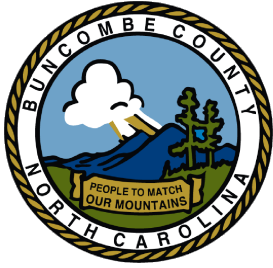
Brief Summary:

Buncombe Public Libraries has been awarded \$52,893.60 from the Universal Service Administrative Company, overseen by the Federal Communications Commission, to purchase 40 additional hotpots for the library's laptop/hotspot lending program and the service contracts on all existing hotspots (80) in this program plus the additional units through June 30, 2022.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #21-12-09



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2021.

Requesting Department: Library

Budget Amendment Item: Emergency Connectivity Fund Program

Description:

Buncombe Public Libraries has been awarded \$52,893.60 from the Universal Service Administrative Company, overseen by the Federal Communications Commission, to purchase 40 additional hotpots for the library's laptop/hotspot lending program and the service contracts on all existing hotspots (80) in this program plus the additional units through June 30, 2022.

Funding Source:

Universal Service Administrative Company

Exhibit A:	Increase (Decrease)	
Account Description	Revenues	Expenditures
Fund 100 - Library - 4210:Restricted Intergovernmental	\$ 52,894	
Fund 100 - Library - Emergency Connectivity Fund Program		\$ 52,894
TOTAL	\$ 52,894	\$ 52,894

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Consent Agenda

Department: Budget

Presenter(s): Jennifer Barnette, Budget

Contact(s): Rebecca Smith, Health and Human Services
Lisa White, Health and Human Services

Subject: VAYA ARA Child and Family Grant

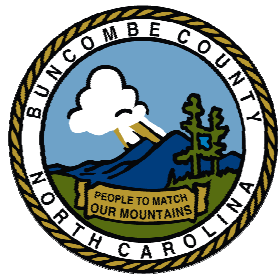
Brief Summary:

Amendment to the award from Vaya Health for an additional \$30,236. This is a sub-award of Vaya's American Rescue Plan funding in order to prevent children from entering the foster care system. Funds will be used to support families in caring for children who are at risk of entering or who have entered the foster care system. The distribution of these funds are to be focused around Social Determinants of Health and Client Support, such as rental deposits, household bills, Home repair, car repairs, and other basic needs for biological and kinship families.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #21-12-10



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 Grants Projects outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2021.

Granting Agency:	Vaya Health
Grant Name:	VAYA ARA Child and Family Grant

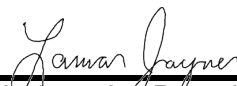
Description: Amendment to the award from Vaya Health for an additional \$30,236. This is a sub-award of Vaya's American Rescue Plan funding in order to prevent children from entering the foster care system. Funds will be used to support families in caring for children who are at risk of entering or who have entered the foster care system. The distribution of these funds are to be focused around Social Determinants of Health and Client Support, such as rental deposits, household bills, Home repair, car repairs, and other basic needs for biological and kinship families.

Funding Source: Vaya Health (through American Rescue Plan)

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Grant Revenue	\$ 30,236	\$ -
Expenditures	\$ -	\$ 30,236
TOTAL	\$ 30,236	\$ 30,236

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 12/7/2021

Good News

Department: County Manager's Office

Presenter(s): Commissioner Terri Wells

Contact(s): Avril Pinder, County Manager

Subject: Land of Sky Regional Council - Robert Parrish Sr. Intergovernmental Relations Award

Brief Summary:

On December 1st, at its Board of Delegates Meeting, the Land of Sky Regional Council honored County Manager Avril Pinder by bestowing the prestigious Robert Parrish Sr. Intergovernmental Relations Award. Avril was nominated not only because she led the region's largest local government during the pandemic with unprecedented challenges. Additionally, she has helped lead regional collaboration among the Council's local governments, especially with the City of Asheville but also including the smaller municipalities in the county and with other counties in the region.

This award, also presented at the discretion of the Council's Executive Committee, is to an elected or appointed official who has made significant contributions to improve intergovernmental cooperation within the region. This award honors the memory of the late Council Chairman and long-time Fletcher Mayor Robert Parrish, who received the 2000 NC Intergovernmental Relations Award.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Presentations

Department: School Capital Fund Commission

Presenter(s): Max Queen, Chair

Contact(s): Matt Evans, Finance

Subject: School Capital Fund Commission Update

Brief Summary: Update Board of Commissioners on the School Capital Fund Commission.

School Capital Fund Commission

Update for Buncombe County Board of Commissioners - December 7, 2021

Max Queen, Chair



About Us

Purpose

To review eligible capital project requests from Asheville City Schools and Buncombe County Schools and make recommendations to the Board of Commissioners for funding, using Article 39 sales tax.

Current Members

Max Queen, Chair, BCS Representative

Charlotte Sullivan, Vice-Chair, ACS Representative

Brownie Newman, BC Representative

Terri Wells, BC Representative

Matt Kern, At-Large

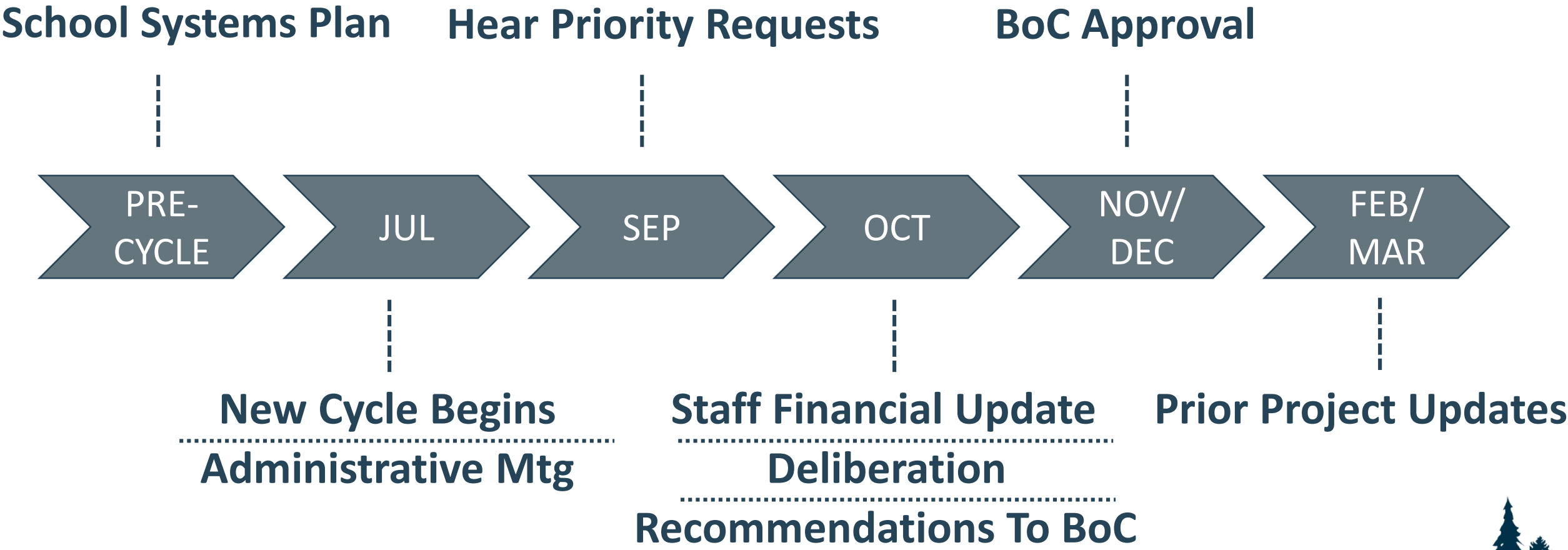


About Us

- ✓ Collaborative process involving both school systems and Buncombe County
- ✓ Regular Meetings from July – March
- ✓ Dedicated funding source – Article 39 Sales Tax
- ✓ Projects must meet certain criteria



SCFC Annual Process



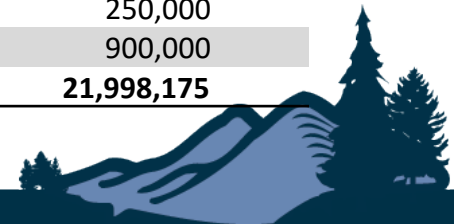
Current Cycle

- ✓ Recommended ~\$22M in projects across both school systems
- ✓ Able to meet all current year high priority requests
- ✓ Projects approved by the Board of Commissioners on November 2, 2021



Current Cycle - Approved Projects

District	School	Description	Amount
ACS	ACS Security Assessment	General Security Upgrades	\$ 129,800
ACS	Asheville High School	Main Building Water & Sewer	\$ 3,481,293
ACS	Asheville High School	Arts Bldg HVAC Piping & Campus Abatement	\$ 2,416,082
ACS	Asheville High School	New Track	\$ 1,180,000
ACS	Asheville High School	Fencing	\$ 118,000
ACS	Asheville High School	Storm Water Drainage	\$ 177,000
BCS	Multiple BCS Schools	Security Upfits: County Wide	\$ 660,000
BCS	North Buncombe Middle	On Campus Softball Field	\$ 1,380,000
BCS	W. D. Williams Elementary	Renovations for Building Code, Security, HVAC, K3 Class Size Reduction and conversion from Open Floor Plan Phase 1	\$ 5,250,000
BCS	Priority School 1	Lobby Security Upfit	\$ 928,000
BCS	Oakley Elementary	Reroofing	\$ 750,000
BCS	Clyde A. Erwin High	Elevator Replacement	\$ 300,000
BCS	North Buncombe Middle	Additions & Renovations (Security Vestibule)	\$ 985,000
BCS	T.C. Roberson High	Phased Re-Roofing, Phase 4 of 12.	\$ 418,000
BCS	North Buncombe Middle	Reroofing	\$ 710,000
BCS	A.C. Reynolds High	Fire Alarm Replacement	\$ 300,000
BCS	A.C. Reynolds Middle	Electrical Switch Gear	\$ 250,000
BCS	Johnston Elementary	Reroofing	\$ 265,000
BCS	Priority School 2	Lobby Security Upfit	\$ 850,000
BCS	Fairview Elementary	Paving	\$ 300,000
BCS	Clyde A. Erwin High	Storm Sewer	\$ 250,000
BCS	T.C. Roberson High	Phased Re-Roofing, Phase 5 of 12.	\$ 900,000
Total			\$ 21,998,175





North Buncombe HS Turf and Track



VOL: December 7, 2021
Enka Middle Re-Roofing
Page 32



North Buncombe MS Art & Spanish Classroom



Haw Creek Elementary

Asheville High School Roof



Hall Fletcher Restrooms



Lucy S. Herring Skylights



Thank you!
Questions?





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Public Hearings

Department: County Manager's Office

Presenter(s): Timothy Love

Contact(s): Timothy Love, Rachael Nygaard

Subject: Public Hearing - Local Fiscal Recovery Fund - Economic Development Allocations

Brief Summary: The purpose of the December 7th Public Hearing is to authorize \$1,675,000 in economic development appropriations in accordance with GS 158-7.1 and Ch. 166A. These appropriations include: \$50,000 to Asheville Area Arts Council for Creative Sector Recovery Grant Program; \$375,000 to Eagle Market Streets Development Corporation for Community Equity Fund; and \$1,250,000 to Self Help Ventures Fund for Mountain Community Capital Fund. Each of these projects are intended to create and retain jobs in response to substantial negative economic impacts from the pandemic. These projects were approved by the Buncombe County Board of Commissioners at its November 16th meeting for funding with American Rescue Plan Local Fiscal Recovery Funding. As an economic development appropriation, staff have provided a 10 day notice for this public hearing.

Recommended Motion & Requested Action: Conduct the public hearing and approve the Resolution authorizing the \$1,675,000 economic development appropriation for the three projects as proposed.

County Manager's comments and Recommendation: Manager recommends approval as presented.

Resolution #: 21-12-11

**RESOLUTION AUTHORIZING APPROPRIATION FOR ECONOMIC DEVELOPMENT TO
ASHEVILLE AREA ARTS COUNCIL**

- WHEREAS, Buncombe County was previously awarded a total of \$50,733,290 in Coronavirus State and Local Fiscal Recovery Funds ("Recovery Fund") via the American Rescue Plan Act;
- WHEREAS, the COVID-19 state of emergency continues and this Board requested a public hearing to consider providing financial support in the amount of Fifty Thousand (\$50,000) Dollars to the Asheville Area Arts Council for its Buncombe County Creative Sector Recovery Grant program;
- WHEREAS, this program is designed to assist arts nonprofits and arts professionals working as sole proprietors and independent contractors with recovery aid to create and retain jobs and rejuvenate revenue streams which have suffered substantial negative economic impacts from the pandemic;
- WHEREAS, this investment will further the economic interests of the County in numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Buncombe County;
- WHEREAS, pursuant to the provisions of North Carolina General Statutes §158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board deems it desirable and in the best interests of the County and its businesses and residents to make this economic development appropriation to the Asheville Area Arts Council; and
- WHEREAS, this Board of Commissioners has organized and approved the holding of a public hearing at a regular meeting of the Board on December 7, 2021 to discuss making appropriations to the Asheville Area Arts Council.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Buncombe County, North Carolina, as follows:

1. Pursuant to the provisions of NCGS §158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board approves appropriating and spending from the American Rescue Plan Local Fiscal Recovery Funding in the amount of Fifty Thousand (\$50,000) Dollars to the Asheville Area Arts Council.
2. This Board approves entering into an Agreement by and between Buncombe County and the Asheville Area Arts Council for its administration of these funds.
3. That this Board finds and determines that funding this program designed to assist arts nonprofits and arts professionals working as sole proprietors and independent contractors which have suffered substantial financial damages from extended shut downs and limited capacity settings throughout the pandemic will further the economic interests of the County in

numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Buncombe County.

4. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

5. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

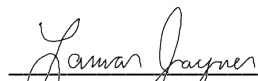
6. Any prior resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

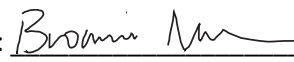
7. This Resolution is effective upon its adoption.

This the 7th day of December, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney

Resolution #: 21-12-12

**RESOLUTION AUTHORIZING APPROPRIATION FOR ECONOMIC DEVELOPMENT TO
EAGLE MARKET STREETS DEVELOPMENT CORPORATION (CDC)**

- WHEREAS, Buncombe County was previously awarded a total of \$50,733,290 in Coronavirus State and Local Fiscal Recovery Funds ("Recovery Fund") via the American Rescue Plan Act;
- WHEREAS, the COVID-19 state of emergency continues and this Board requested a public hearing to consider providing financial support in the amount of Three Hundred Seventy-Five Thousand (\$375,000) Dollars to the Eagle Market Streets Development Corporation (hereinafter sometimes ("EMSDC") for its Community Equity Fund program designed primarily for a target audience, BIPOC and women-owned businesses and sectors which have suffered substantial negative economic impacts from the pandemic;
- WHEREAS, this program is designed to address the harm presented by COVID for these businesses by offering them a unique and innovative opportunity as the program will provide "equity capital" for those businesses who qualify, and many of which continue as viable businesses, but cannot or do not want to add debt to their books;
- WHEREAS, this investment will further the economic interests of the County in numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Buncombe County;
- WHEREAS, pursuant to the provisions of North Carolina General Statutes §158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board deems it desirable and in the best interests of the County and its businesses and residents to make this economic development appropriation to EMSDC; and
- WHEREAS, this Board of Commissioners has organized and approved the holding of a public hearing at a regular meeting of the Board on December 7, 2021 to discuss making appropriations to EMSDC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Buncombe County, North Carolina, as follows:

1. Pursuant to the provisions of NCGS §158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board approves appropriating and spending from the American Rescue Plan Local Fiscal Recovery Funding in the amount of Three Hundred Seventy-Five Thousand (\$375,000) Dollars to the Eagle Market Streets Development Corporation.
2. This Board approves entering into an Agreement by and between Buncombe County and the Eagle Market Streets Development Corporation for its administration of these funds.
3. That this Board finds and determines that funding this program designed primarily for a target audience, BIPOC and women-owned businesses which have suffered substantial financial damages from extended shut downs and limited capacity settings throughout the pandemic will

further the economic interests of the County in numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Buncombe County.

4. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

5. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

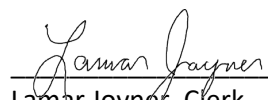
6. Any prior resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

7. This Resolution is effective upon its adoption.

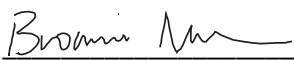
This the 7th day of December, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

Resolution #: 21-12-13

**RESOLUTION AUTHORIZING APPROPRIATION FOR ECONOMIC DEVELOPMENT TO
SELF HELP VENTURES FUND**

- WHEREAS, Buncombe County was previously awarded a total of \$50,733,290 in Coronavirus State and Local Fiscal Recovery Funds ("Recovery Fund") via the American Rescue Plan Act;
- WHEREAS, the COVID-19 state of emergency continues and this Board requested a public hearing to consider further financial support in the amount of One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars to Self Help Ventures Fund for its Mountain Community Capital Fund (MCCF) program to create and retain jobs and assist those individuals who have suffered substantial negative economic impacts from the pandemic;
- WHEREAS, Self Help Ventures Fund is the custodian of funds for MCCF, and Mountain BizWorks is a participating lender for MCCF and was the lead applicant on the grant proposal requesting Recovery Funds from Buncombe County;
- WHEREAS, this investment will further the economic interests of the County in numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Buncombe County;
- WHEREAS, pursuant to the provisions of North Carolina General Statutes §158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board deems it desirable and in the best interests of the County and its businesses and residents to make this economic development appropriation to Self Help Ventures Fund; and
- WHEREAS, this Board of Commissioners has organized and approved the holding of a public hearing at a regular meeting of the Board on December 7, 2021 to discuss making appropriations to Self Help Ventures Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Buncombe County, North Carolina, as follows:

1. Pursuant to the provisions of NCGS §158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board approves appropriating and spending from the American Rescue Plan Local Fiscal Recovery Funding in the amount of One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars to Self Help Ventures Fund.
2. This Board approves entering into an Agreement by and between Buncombe County and Self Help Ventures Fund for its administration of these funds.
3. That this Board finds and determines that these efforts to provide grants for a small business job retainage grant program to assist those individuals who have suffered substantial financial damages due to the pandemic will further the economic interests of the County in

numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Buncombe County.

4. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

5. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

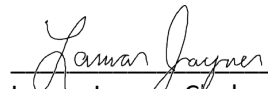
6. Any prior resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

7. This Resolution is effective upon its adoption.

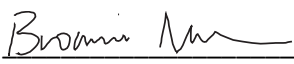
This the 7th day of December, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

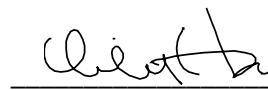


Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

American Rescue Plan Act Fiscal Recovery Funds Economic Development Projects

Public Hearing
December 7, 2021



Request

Background:

- At the November 16th meeting, the Buncombe County Board of Commissioners allocated American Rescue Plan Local Fiscal Recovery Funding toward a portfolio of projects
- Three of these projects are classified as economic development appropriations, which require public notice and public hearing

Request:

- Board of Commissioners conduct a public hearing for these economic development appropriations; and
- Commissioner approval for each of the resolutions:
 - \$50,000 to Asheville Area Arts Council;
 - \$375,000 to Eagle Market Streets Development Corporation; and
 - \$1,250,000 to Self Help Ventures Fund.



Asheville Area Arts Council

Allocation: \$50,000

Project: Creative Sector Recovery Grant

Economic Development Purpose: Assist arts nonprofits and arts professionals working as sole proprietors and independent contractors with recovery aid to create and retain jobs and rejuvenate revenue streams which have suffered substantial negative economic impacts from the pandemic



ASHEVILLE AREA
ARTS COUNCIL



Eagle Market Streets Development Corporation

Allocation: \$375,000

Project: Community Equity Fund

Economic Development Purpose: Designed primarily for a target audience, BIPOC and women-owned businesses and sectors which have suffered substantial negative economic impacts from the pandemic by offering equity capital for business development



Self Help Ventures Fund

Allocation: \$1,250,000

Project: Mountain Community Capital Fund

Economic Development Purpose: To create and retain jobs and assist individuals who have suffered substantial negative economic impacts from the pandemic by providing a loan guarantee fund for small business loans



Request

- Board of Commissioners conduct a public hearing for these economic development appropriations; and
- Commissioner approval for each of the resolutions:
 - \$50,000 to Asheville Area Arts Council;
 - \$375,000 to Eagle Market Streets Development Corporation; and
 - \$1,250,000 to Self Help Ventures Fund.





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

Old Business

Department(s): County Legal Department
County Managers Office

Presenter(s): Michael Frue

Contact(s): Michael Frue; Brandon Freeman

Subject: Resolution Approving the Memorandum of Agreement (MOA) between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

Brief Summary:

After years of negotiations, two proposed nationwide settlement agreements have been reached that would resolve all opioid litigation brought by state and local governments against the three largest drug distributors, McKesson, Cardinal Health and AmerisourceBergen (“distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (“J&J”). The proposed settlements require that the distributors and J&J pay \$26 billion over 18 years, with approximately \$22.7 billion available to state and local governments to address the opioid epidemic.

The State of North Carolina has already approved and signed the settlements, making North Carolina local governments eligible to participate. The next step in this process is for local governments to sign on to the settlements by January 2, 2022.

On June 1, 2021, this Board adopted a resolution approving a [Memorandum of Agreement](#) with the state of North Carolina outlining how the County and state would divide and spend any settlement funds resulting from opioid litigation. That Resolution authorized, among other things, the County Manager to “execute any documents related to the allocation of opioid settlement funds and settlement of lawsuits” related to the matter, however, it was also conditioned on certain attorneys’ participation in the National opioid litigation subdivision and common benefit attorney’s fee fund. Although it appears that said attorneys will so participate, the legal department recommends, out of an abundance of caution, that this Board readopt the resolution and omit the conditional language to give the County Manager the express authority to execute any documents related to the allocation of opioid settlement funds and settlement of lawsuits.

Adopting this resolution would give the County Manager the express authority to execute any documents related to the allocation of opioid settlement funds, the documents related

to the settlement outlined above, and any future settlements resulting from the County's lawsuit against multiple defendants involved in the manufacture, sale, and/or distribution of Opioids.

Recommended Motion & Requested Action: Move that the Resolution be adopted.

County Manager's comments and Recommendation: Recommends approval.

RESOLUTION #21-12-14

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

- WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and
- WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and
- WHEREAS, the Centers for Disease Control and Prevention estimates the total “economic burden” of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and
- WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and
- WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and
- WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and
- WHEREAS, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom Buncombe County has a direct contractual relationship, the opportunity to participate in a subdivision and common benefit attorneys’ fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel’s contingency fee agreements with local governments including Buncombe County with respect to recoveries from those companies; and
- WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and
- WHEREAS, it is advantageous to all North Carolinians for local governments, including Buncombe County and its citizens, to sign onto the MOA and demonstrate

solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

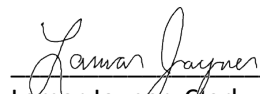
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

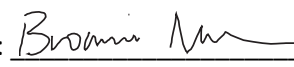
1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.
2. That this Board hereby approves the Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis.
3. Furthermore, Buncombe County authorizes the County Manager, the County Attorney, or either of them, or their designee to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter.
4. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Read, approved and adopted this 7th day of December, 2021.

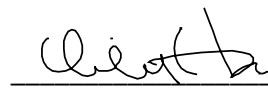
ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 12/7/2021

New Business

Department: County Government

Presenter(s): Brownie Newman

Contact(s): Brownie Newman, Michael Frue

Subject: Selection of Vice-Chair

Brief Summary: North Carolina General Statutes require a board of commissioners to choose a vice-chairman to act in the absence or disability of the chairman at its first regular meeting in December of each odd-numbered year.

N.C. Gen. Stat. § 153A-39

Recommended Motion & Requested Action: Select a Vice-Chair as described.

County Manager's comments and Recommendation: Take action on this item.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

New Business

Department: Planning

Presenter(s): Matthew Cable

Contact(s): Matthew Cable

Subject: FY22 Affordable Housing Services Program Reallocation

Brief Summary: Mountain Housing Opportunities, Inc. (MHO) was identified to receive \$800,000 in FY22 Affordable Housing Services Program (AHSP) funds in the form of a construction loan to support a 9% Low-Income Housing Tax Credit (LIHTC) project known as Lakeshore Villas. The FY22 AHSP construction loan was contingent on 9% LIHTC award. MHO did not receive the award.

At its November 16, 2021 meeting, the Affordable Housing Committee (AHC) moved to recommend the Board of Commissioners support tenant based rental assistance (TBRA) activities using a portion of this \$800,000 in available funding:

\$15,000	ARC of Buncombe County TBRA
\$100,000	Eblen Charities TBRA
\$13,500	Eliada Homes TBRA
\$128,500	Total TBRA Support

The AHC plans to consider recommendations on the balance of funds (\$671,500) in the future.

Recommended Motion & Requested Action: The Board of Commissioners approve the reallocation of \$128,500 in FY22 Affordable Housing Services Program funds to support Tenant Based Rental Assistance programs operated by the ARC of Buncombe County, Eblen Charities, and Eliada Homes.

County Manager's Comments and Recommendation: County Manager recommends as presented.



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 12/7/2021

New Business

Department: Strategy & Innovation

Presenter(s): Heather Parkinson, Strategy & Innovation Supervisor

Contact(s): HR@buncombecounty.org

Subject: COVID Premium Pay, Policy for ARPA Fund Usage

Brief Summary:

In September 2021, the BOC approved \$1,040,000 in ARPA funding for COVID premium pay for Buncombe County employees who met certain criteria. Since then, staff has been awaiting further guidance from the Federal Government on eligibility requirements for COVID premium pay. Unfortunately, specific Federal guidance has not been provided; however preliminary guidance has provided staff with enough information to proceed with allocating funds to employees. Furthermore, legal staff from UNC's School of Government have provided additional guidance, including the need for a Premium Pay policy to be adopted at the BOC level. The final policy is included in the packet. Below is a synopsis of the proposed criteria for the COVID Premium Pay policy:

This payment is intended to reward County employees who worked in high-risk, public-facing positions during the first 12 months of the pandemic (March 10, 2020-March 10, 2021), prior to a time when vaccines were available to reduce the risk of infection. The following tier levels have been established for this payment:

- Core COVID (up to \$3,000) – employees who worked at least 75% of every day in the time period on critical County COVID response including coordination, planning, and execution.
- High-Risk (up to \$1,500) – employees were front-line staff and their job required them to have direct customer contact at least 50% of every day in the time period (*ex. First Responders*)

- Medium-Low Risk (up to \$1,000) – employees worked at least 50% of every day in the time period and their job required them to have indirect customer contact (ex. *Front counter staff providing mandated services to the public*)
- COVID Reassignment (prorated at \$1.44 per hour up to \$1,000) – employee was reassigned to a vaccine site, testing site, or delivered COVID-19 supplies to the community where direct customer contact was required.

Recommended Motion & Requested Action: Staff recommend that the Board take the following actions: Approve the resolution approving the COVID Premium Pay policy for County Employees

County Manager's comments and Recommendation: Recommends Approval



COVID Premium Pay

Contents

1. Purpose	1
2. Applicability	1
3. Policy	1
4. Policy Non-Compliance	3
5. Audit	3
6. Definitions	3
7. Approval and Revision History	4
8. Background	4

1. **Purpose**

The purpose of this premium pay is to provide a one-time monetary payment to select Buncombe County employees for specific levels of COVID-19 risk incurred from March 10, 2020 through March 10, 2021. This time period covers the beginning of the COVID-19 pandemic in Buncombe County through the time period when vaccines were available to high-risk employees. The payment has specific eligibility requirements from the federal government in accordance with American Rescue Plan Act (ARPA) Fiscal Recovery Fund usage and is further defined by County specific requirements. Documentation of eligibility is required for all COVID premium pay payouts and is subject to federal audit.

2. **Applicability**

This policy applies to all Buncombe County departments and employees that meet eligibility requirements for the COVID premium payment by performing in-person work. Where there is conflict with any department-specific policy, this document will supersede.

3. **Policy**

3.1. **Eligibility Requirements**

Buncombe County employees that are active at the time of COVID premium payout and also meet the following criteria may be eligible for COVID Premium Pay:

- Active Buncombe County employee between March 10, 2020 and March 10, 2021;
- The eligible duties are classified as essential in-person work related to Buncombe County's COVID-19 response;
- Non-Exempt or Exempt;
- Full time/part time regular, temporary, or grant employee;
- Employee worked in a public facing department and incurred risk based on the definitions in this policy by having direct or indirect contact with customers while providing critical services to protect the health and well-being of Buncombe County Residents or were reassigned to provide an Essential In-Person COVID-Response service to customers and can provide

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Workday COVID hour documentation for specific work performed for Buncombe County;

- Employee earns less than 150% of the North Carolina state average annual wage (\$76,515) after COVID premium pay is allocated, per U.S. Department of the Treasury - ARPA guidance;
 - With Department Director approval, the only exceptions considered will be for employees that performed high-risk first responder or public health duties. All exceptions require written documentation and explanation of the exceptional risk or hazard per Federal Guidelines.
- Tier category and eligibility is vetted and confirmed by the employee's department director.

3.2. Tiers

The following tiers further define specific eligibility for all or partial premium payment:

- 3.2.1. Core COVID - Employees who worked daily (at least 75% of each scheduled shift in the stated time period) on Core COVID response (or prorated based on approved hours according to hire date).
- 3.2.2. High-Risk - Employee is considered essential front-line staff and their position required them to have direct customer contact (at least 50% of each scheduled shift in the stated time period) during the stated time period (or prorated based on approved hours according to hire date) (*ex. First Responders*).
- 3.2.3. Medium to Low-Risk - Employee's position required them to have frequent indirect customer contact (at least 50% of each scheduled shift in the stated time period) during their scheduled hours during the stated time period (or prorated based on approved hours according to hire date) (*ex. front counter staff providing a mandated service and serving the public*).
- 3.2.4. COVID Reassignment - Employee logged approved hours for specific COVID-19 related activities in Workday that required direct customer contact. The logged hours must contain a listing of one of the following activities in the comment field: COVID-19 vaccine site work, COVID-19 testing site work, and COVID-19 supply delivery to the community.

3.3. Reporting Requirements

Reporting of recipient counts and dollars allocated will be provided to the federal government per ARPA guidelines in addition to supplemental justification as needed per section 3.1. COVID Premium Payments will also be subject to public records and relevant documents will be maintained for five (5) years.

- 3.3.1. For all employees that performed high-risk first responder or public health duties and exceed the 150% threshold per U.S. Department of the Treasury – ARPA guidance, required documentation must be provided that explains the specific duties performed as well as the heightened COVID-19 risk incurred by the employee.
- 3.3.2. For all employees that are designated in the COVID Reassignment tier by their department director, documentation of the COVID-19 work tags that are tied to eligible comments must be provided.

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3.4. Payout Calculation

Each eligibility tier has a corresponding monetary payment. Eligible staff that meet the criteria defined in section 3.1 and performed required duties on a full-time basis during the entire time period will receive the full payment amounts listed below, as long as payment does not increase their rate of pay above \$13/hour. Employees that were hired after March 10, 2020 or were scheduled for part-time work, will be paid at the prorated amount for each approved hour worked within the stated time period.

- Core COVID – a one-time payout of up to \$3,000, or prorated at \$1.44 per eligible hour
- High-Risk – a one-time payout of up to \$1,500, or prorated at .72 per eligible hour
- Medium to Low-Risk – a one-time payout of up to \$1,000, or prorated at .40 per eligible hour
- COVID Reassignment – payout for each approved, eligible hour at the rate of \$1.44 per hour with a maximum payout of no more than \$1,000.

Payment will be distributed through a regular payroll process at the end of December 2021 and will be treated as wages for tax, retirement, and withholding purposes.

4. Policy Non-Compliance

Employees willfully violating the terms and conditions of this policy may be subject to appropriate disciplinary action, up to and including dismissal.

5. Audit

All policies for Buncombe County may be subject to audit or review as outlined in the [Internal Auditor's Statement](#).

6. Definitions

- 6.1. Core COVID Response – work directly related to Buncombe County's critical COVID response including coordination, planning, and execution. The limited employees in this category were at the very center of critical COVID response coordination, planning, and expedited execution, often working 6-7 days a week to ensure positive and efficient outcomes for Buncombe County residents.
- 6.2. Customer – the general public outside of Buncombe County staff; this does not include vendors or contract employees
- 6.3. Essential – Employees whose functions are for the health and safety of the County or required by law. Essential for the sake of this premium pay must also have regularly performed in-person work and interacted with patients or the public, or physically handled items handled by others.
- 6.4. Essential In-Person COVID Response – Hours documented in Workday with COVID work tags and comments that include in-person work. The following activities are eligible assuming in-person customer contact was at the core of the work performed: testing site work, vaccine site work, supply delivery to the community, or work that meets the medium-low risk tier category.

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- 6.5. Type of Contact – Common items, shared surfaces, human interactions that are required to successfully perform job duties.
- 6.6. Direct Contact – Consistent, daily (at least 50% of each scheduled shift), physical contact with customers where physical or social distancing was not possible and there was a heightened risk to the employee
- 6.7. Indirect Contact – Consistent, daily (at least 50% of each scheduled shift), physical contact with customers behind a barrier or via shared surfaces where physical or social distance was possible, but a heightened risk to the employee was still present.

7. Approval and Revision History

Policy Origination Date:	December 7, 2021
Requires Board Approval:	☒ Yes ☐ No
Board Approval Date:	Date
Revision History:	12/7/21 – new policy created

8. Background

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COVID Premium Pay

Presented by

Heather Parkinson

Strategy and Innovation



Request

- **Request that the Board of County Commissioners approve:**
 - Buncombe County COVID Premium Pay Policy



Background

- September 2021: Board of County Commissioners approved \$1,040,000 of ARPA funds for COVID premium pay
- September – November 2021: staff has been awaiting further guidance from the Federal Government on use requirements
 - Federal guidance still not finalized, but UNC's School of Government has provided preliminary guidance including the need for a board approved policy



Policy Overview

- **One-time** monetary **payment** for active, eligible employees
- Only eligible for staff that incurred specific **COVID-19 risk** and interacted with the public **March 10, 2020 – March 10, 2021**
- Documentation of risk and eligibility is required
- Prorated based on start date and weekly scheduled hours
- Federal Guidance states a threshold of 150% NC state average annual wage to encourage use of funds for lower wage workers
 - County will provide exception for qualifying **high-risk first responders or public health duties**



Eligibility

- **Core COVID** (up to \$3,000) – employee worked at least 75% of every day on critical County COVID response including coordination, planning, and execution.
- **High-Risk** (up to \$1,500) – employee was front-line staff and their job required them to have direct customer contact at least 50% of every day (*ex. First Responders*).
- **Medium-Low Risk** (up to \$1,000) – employee worked at least 50% of every day and their job required them to have indirect customer contact (*ex. Front counter staff providing mandated services to the public*).
- **COVID Reassignment** (prorated at \$1.44 per eligible hour up to \$1,000) – employee was reassigned to a vaccine site, testing site, or delivered COVID-19 supplies to the community where direct customer contact was required.



Organizational Impact

- 757 employees are eligible to receive payment
- Projected ARPA Funding: \$1,029,000
- Projected NC Department of Public Health COVID Funding: \$120,000



Next Steps

- Approval of formal policy
- Distribute payment to eligible employees on the last pay period this month





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/7/2021

New Business

Department: Governing Body

Presenter(s): Chairman Newman, Commissioner Edwards, Commissioner Sloan

Contact(s): Sybil Tate, Matthew Cable

Subject: Community Development Staffing and County-Owned Property Feasibility Studies

Brief Summary: At the Nov 16th Affordable Housing Subcommittee meeting, the subcommittee members voted to support moving forward a recommendation to the Board of Commissioners to add three (3) new full time equivalents (FTE's) to the Community Development Division of the Planning Department.

The Community Development Division currently includes one and one-half (1.5) FTE's. One (1) additional FTE is anticipated to be filled in January, if CDBG-NR grant funds are awarded.

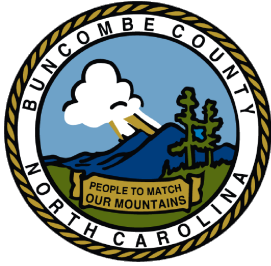
For the past six (6) months, the Committee has engaged in goal setting to address the significant need for affordable housing in Buncombe County. A key element to addressing affordable housing will be redeveloping county-owned property. The Committee has expressed the desire to move forward with two (2) feasibility studies (like the Ferry Road study) for county-owned properties in downtown Asheville. Without adequate Community Development staffing to develop a Request for Proposals (RFP) and manage the process, the feasibility study cannot move forward.

The Affordable Housing Subcommittee is recommending three (3) new FTE's to enable the Community Development Division to proceed with the feasibility study and carry out basic Division duties, including program oversight and compliance. The cost of three (3) new positions in mid-year FY22 (starting in January) is estimated at \$164,125.

Funding for three (3) new FTE's will allow feasibility study work to begin in July 2022, as it is anticipated to take two (2) to three (3) months to hire staff, with an additional three (3) months to onboard staff and prepare the RFP. The cost of the two feasibility studies (actual costs will not be known until vendor bids are received) will be requested as part of the FY23 budget process.

Recommended Motion & Requested Action: Approve the budget amendment creating three (3) new FTE's in the Community Development Department.

ORDINANCE #21-12-15



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: December 7, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2021.

Requesting Department: Governing Body
Budget Amendment Item: Affordable Housing Initiative

Description:

The Affordable Housing Subcommittee is recommending three (3) new FTE's to enable the Community Development Division to proceed with the feasibility study and carry out basic Division duties, including program oversight and compliance. The cost of three (3) new positions in mid-year FY22 (starting in January) is estimated at \$164,125.

Funding Source:

Appropriated Fund Balance

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Appropriated Fund Balance Economic & Physical Development	\$ 164,125	\$ 164,125
TOTAL	\$ 164,125.00	\$ 164,125.00

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board