

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Planning Department

Department contract file name (use effective date): NCWRC_Planning_20240829

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Grant Funding

Contract Component: Amendment

Change Order Number/Addendum Number:

Vendor Name: NC Wildlife Resources Commission

Effective Date: 08/29/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date:

Total Amount: \$20,000

Please Return Contract to:
Name: Brandon Dawson
Email: brandon.dawson@chathamcountync.gov
Special Instructions for Clerks Office:


2. Department Head or his/her designee has read the contract in its entirety.

By: Jamie Smith (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

 If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk’s Office Only
<input checked="" type="checkbox"/> Finance Officer has signed the contract
<input type="checkbox"/> The Finance Officer is not required to sign the contract

AMENDMENT 1

WM-0382

MEMORANDUM OF AGREEMENT

BETWEEN

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

AND

CHATHAM COUNTY

This Memorandum of Agreement (“**Agreement**”) is entered into between the North Carolina Wildlife Resources Commission, hereinafter designated “**the Commission**,” and Chatham County, a local government with its headquarters at 12 East Street, PO Box 1809, Pittsboro, NC 27312, hereinafter designated “**Chatham County**,” which may also be referred to herein as a “**Party**,” or collectively as the “**Parties**,” to manage a conservation planning project titled the “**Chatham County Partners for Green Growth Project Phase 1**.”

A. BACKGROUND

The purpose of this project is to develop a conservation implementation plan that will detail how the county can achieve the conservation goals identified in the Chatham County Comprehensive Plan (adopted in 2017). The purpose of this project is to develop **includes developing** a robust public framework, hereinafter designated “**the framework**,” to track progress towards the conservation goals in the Chatham County Comprehensive Plan (adopted in 2017). The framework is the first phase of a two phase conservation planning project that will ultimately result in a county conservation implementation plan. The goal of this phase of the project is to develop trackable metrics and create a public dashboard to transparently account for progress on conservation actions.

B. CONTACTS

Commission – Technical Contact

Brooke Massa
Land Conservation Biologist
2430 Turner Road
Mebane, NC 28347
(919)630-3086
brooke.massa@ncwildlife.org

Chatham County – Technical Contact

Brandon Dawson
Conservation & Resiliency Coordinator
P.O. Box 54 80-A East St.
Pittsboro, NC 27312
(919)545-8365
brandon.dawson@chathamcountync.gov

Commission – Administrative Contact

Kate Pipkin
Operations Manager
1721 Mail Service Center
Raleigh, NC 27699-1700
(919) 707-0065
kathryn.pipkin@ncwildlife.org

Chatham County – Administrative Contact

Brandon Dawson
Conservation & Resiliency Coordinator
P.O. Box 54 80-A East St.
Pittsboro, NC 27312
(919)545-8365
brandon.dawson@chathamcountync.gov

C. THE COMMISSION AGREES TO:

1. Reimburse Chatham County for the performance of work described in **Attachment A** in an amount not to exceed **Twenty thousand dollars (\$20,000)**. ~~Ten Thousand Dollars (\$10,000)~~.
2. Pay properly submitted invoices within 90 days.

D. CHATHAM COUNTY AGREES TO:

1. Provide deliverables as outlined in Attachment A, incorporated herein by reference.
2. Submit invoices on or before **March 15, 2025** ~~April 15, 2024~~, and **September 30, 2025** ~~January 15, 2025~~, for reimbursable expenses as indicated in the Budget in Attachment A, not to exceed **Twenty thousand dollars (\$20,000)** ~~Ten Thousand Dollars (\$10,000)~~ in total.
3. Report on progress towards deliverables on **March 15, 2025** ~~April 15, 2024~~.
4. Fulfill all deliverables on or before **September 15, 2025**. ~~December 31, 2024~~.
5. Document and submit any non-federal match that Chatham County incurs in the development of the framework.
6. Not discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. Chatham County agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

E. BOTH PARTIES MUTUALLY AGREE

1. Period of Performance: The period of performance shall be October 15, 2023 to **September 30, 2025**. ~~December 31, 2024~~.
2. Access To Persons And Records: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement for a period of 3 years from date of final expenditure report.
3. Availability Of Funds: Any and all payments to Chatham County are dependent upon and subject to the availability of funds to the Commission for the purpose set forth in this Agreement.
4. Compliance With Laws: Chatham County shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

5. Certifications: Chatham County certifies to each of the following:
 - that none of its officers, directors, or controlling owners has been convicted of any violations of state or federal securities act violations in the last ten years;
 - that it has not refused to collect use tax on sales delivered to North Carolina, and it is not incorporated in a tax haven country;
 - that no employee or agent of Chatham County has offered, and no State employee has accepted, any gift or gratuity in connection with this Agreement;
 - that Chatham County, if it has more than 25 employees in North Carolina, verifies the work authorization of such employees through the federal E-Verify system; and
 - that Chatham County is not identified on the Final Divestment List of entities that the North Carolina State Treasurer has determined engages in investment activities in Iran. This list is available at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.
6. Publicity and Acknowledgement of Support: The Commission gives Chatham County the right and authority to publicize the Commission's financial support for this Project and the Parties shall mutually agree on press releases, publications, and other public communications regarding this Agreement or any of the associated project deliverables. Each Party must obtain prior approval for the use of the other Party's logo relating to this Agreement.
7. Termination: Either Party may terminate this Agreement by written notice to the other at least ninety (90) days in advance of the date on which termination is to become effective. Upon termination, a final invoice for reimbursable expenses must be submitted and shall be paid as all other properly submitted invoices.
8. Amendments: This Agreement may be amended only by a written amendment duly executed by the Parties.
9. Invalid or Unenforceable Provisions: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
10. Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
11. Sovereign Immunity: Notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the Parties under applicable law.
12. Situs and Governing Laws: This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree that the proper venue of this Agreement, its situs and forum, shall be Raleigh, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Agreement shall be determined. The Parties agree and submit, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina.
13. Entire Agreement: This Agreement, any exhibits and attachments affixed hereto, and any documents specifically incorporated by reference represent the entire agreement of the Parties as to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement shall supersede all previous communications, representations, or agreements between the Parties as to the subject matter hereof. Any previous agreement, understanding, representation, or covenant that may have existed between the Parties as to the subject matter hereof, of

any kind, nature or description, expressed or implied, oral or written, which has not been set forth in this Agreement, is of no effect and shall not be considered in the interpretation of this Agreement.

The Parties here to have executed this agreement the day and year of the last signatory.

Approved and agreed to by:


North Carolina Wildlife Resources Commission

Brad Howard, Chief
Wildlife Management Division
Shannon Deaton, Chief
Habitat Conservation Division

Date

Shamekia Gales,
Purchasing Officer

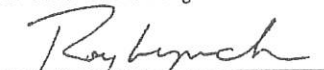
Chatham County



Dan LaMontagne
County Manager

9/4/2024
Date

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



Roy Lynch, Finance Officer

ATTACHMENT A. Scope of Work

Need

The 2017 Comprehensive Plan has created an invaluable roadmap to guide county employees in their work towards a sustainable future. However, the Plan's implementation guide only addresses some components of the plan, does not provide metrics for tracking all components, and the metrics it does offer are ill-defined. In 2022, Planning Department staff began working alongside conservation-based departmental leaders to compile a list of all conservation-related components in the Plan and identify the major steps needed to actualize them. Through this collaboration, the need for a Chatham County Comprehensive Conservation Implementation Plan was identified. ~~The development of this plan will occur in two phases. This MOA will support Phase 1 of this planning project.~~

Project goals:

This project has three major goals:

- Develop a robust public framework for tracking our current progress towards conservation goals in the Comprehensive Plan
- Establish a comprehensive roadmap for the implementation of environmental goals in Chatham County,
- Serve as a model for other North Carolina jurisdictions seeking to achieve their broadly defined environmental goals,
- Design environmental solutions that advance equity and create impact where it is needed most

~~Our goal for Phase 1 of the project is to develop a robust public framework for tracking our current progress towards conservation goals in the Comprehensive Plan. Phase 1~~ **The project** will begin with initiation and coordination with a selected consultant to provide their team with the list of the 160 conservation-based components, acquaint them with the operations of our county government, and establish a planned timeline for achieving deliverables. Their first charge will be to research and generate a list of suggested metrics for each conservation-based component of the Comprehensive Plan, with a focus on data that is readily available to the county, easily maintained through external sources (i.e., Environmental Systems Research Institute, Natural Heritage Program, etc.), and will highlight the distribution of environmental benefits across overburdened and underserved communities. By selecting metrics that utilize easily maintained data, the tracking of progress towards these components will require far less staff time following the completion of the project. The components of the Plan are vast, with potential metrics ranging from "this policy has or has not been adopted" to broad goals, such as, "restore the quality of surface water resources." This project will denote metrics that are clearly defined and easily trackable.

After a list of suggested metrics has been generated, the next step will build consensus on a finalized list of metrics through collaborative meetings with conservation-related leaders in our government. For the implementation of our county's goals to be successful, county-wide commitment is imperative. Once metrics have been finalized, the contractor will be charged with developing a public, online viewer that will track the county's progress towards each conservation-related component of the Comprehensive Plan. At the suggestion of the Management Information

Systems Technology Department, it will be recommended that the viewer be developed through an ESRI ArcGIS Dashboard. It is crucial that this viewer is accessible for the public, understandable, and easily maintained by the county after project completion by utilizing a software that staff currently operate. Planning Department staff are well-versed in ESRI applications, and a Dashboard would provide helpful tools/widgets for demonstrating progress, offer simple data management, and allow for a seamless migration process from the contractor onto the county server. Once a draft is finalized, the viewer can then be shared with government and community stakeholders to elicit feedback and make improvements prior to releasing the final version to the public.

Implementation and Action Plan Process

After completion of a conservation viewer, which tracks the county's progress towards completing goals the county will conduct a testing period to identify which conservation-related components will be included in the Implementation Plan. The county's elected officials have been using the Plan's goals as a guiding force since its creation in 2017 and staff have made considerable progress towards implementation. However, this progress has been made without a coordinated system for tracking and identifying areas in need of improvement. By pinpointing goals not yet achieved, grant funding and staff time can be used with maximum efficiency and environmental impact.

The next step for the contractor will be to collaborate with county agencies to form consensus on where responsibilities for the remaining components lie. The contractor will then work alongside these departments to establish achievable timelines for implementing the components, complete with interim goals, accountability measures, and step-by-step processes. Department leaders will be interviewed to parse out capacity and staffing needs vital to achieving these goals and the contractor will research and include suggestions for grant funding and other opportunities to help meet those needs in the plan. Throughout the creation of the Implementation Plan, a strong focus will be placed on advancing equity. With the impacts of climate change and environmental degradation disproportionately impacting lower income communities and communities of color, this project could have considerable impact on environmental justice through centering equity when deciding how to implement the county's environmental goals. Upon completion, the Implementation Plan will be presented to the involved department heads and shared with the public, as well as community stakeholder groups.

Deliverables:

- List of suggested, well-defined metrics for all conservation-based components of the Comprehensive Plan
- List of selected metrics, established through consensus-building meetings with county leadership
- An accessible, public viewer that tracks progress towards all conservation-related components
- Comprehensive Conservation Implementation Plan focused on equity, clear metrics, achievable timelines, and accountability

Timeline

Timeline below is approximate.

Phase 1: Metrics and Framework Development		
December 2023 — May 2024 August 2024	Initiate contractor and introduce to relevant staff. Contractor begins research.	Provide contractor with list of components, convene with relevant departments to begin researching available data and get contractor acquainted with department specific needs. Begin research on metrics and data needed for tracking equitable distribution of conservation benefits.
May 2024 — October 2024	Deliverable 1: List of Suggested Metrics	Generate a list of suggested metrics for each of the 160 conservation-based components of the Comprehensive Plan.
June 2024 — August 2024 September 2024 – November 2024	Hold consensus-building meetings with department heads.	Contractor holds 4 two-hour meetings among conservation related department leaders on finalized metrics for goal tracking.
August 2024 — November 2024	Deliverable 2: List of Selected Metrics	All 160 components assigned a metric for tracking.
September 2024 — October 2024 October 2024 – December 2024	Staff, contractor, and GIS department build the viewer.	Collect and compile mutually agreed-upon data to construct a public framework that allows the public and interested stakeholders to easily view and track progress.
November 2024 December 2024	Release draft viewer internally for review to ensure full functionality is available.	Send staff the viewer draft to then distribute internally to relevant departments. Staff will use the viewer and

		ensure it responds and provides appropriate feedback on conservation plan progress.
December 2024 February 2025	Deliverable 3: Public Viewer	Finalize viewer and publish to be publicly viewable. Press release will be fielded through our Public Information Officer.
December 2024	Begin next phase and conduct testing.	Reestablish goals of the Implementation Plan with the contractor. Conduct a testing period utilizing the framework to identify Comprehensive Plan components that have already been achieved through the Unified Development Ordinance and general department work since 2017.
January 2025	List of components not yet achieved.	Contractor submits the list of components to be included in the Implementation Plan.
March 2025 – May 2025	Capacity and responsibility planning.	Contractor will meet with members of the CWG and their Department Heads in small groups or one-on-one to work out the details and the needs for County departments in implementing each strategy. Contractor will collaborate with each department to identify the department responsible for leading each strategy, understand the department’s existing capacity to carry out these responsibilities, determine what each department will need in order to meet their responsibilities (funding,

		staffing, etc), as well as identify potential partners and supportive resources where appropriate.
May 2025	Compile interview findings and research implementation strategies.	Research strategies for departmental implementation, equitable distribution of component benefits, funding options, and interim steps.
July 2025	Present final draft for feedback.	Present final plan draft to department heads and send to partner organizations for feedback.
September 2025	Deliverable: Full Implementation Plan	Make the necessary changes from staff and community feedback. Release final plan.

Budget

Description	Chatham County (non-federal match)	The Commission NCWRC PGG funds	Sub-Total
Personnel	\$6,666\$3,333	\$9,500\$0	\$16,166\$3,333
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$0	\$10,500\$10,000	\$10,500\$10,000
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Direct Charges	\$0	\$20,000\$10,000	\$0
Overhead/Indirect	\$0	\$0	\$0
Total	\$6,666\$3,333	\$20,000\$10,000	\$26,666\$13,333

