



## Facilities Use Policy Amendment for Inclusion of Community Center Facilities and Fee Schedule Changes

Board of Orange County Commissioners Regular Meeting  
November 2, 2017  
Whitted Human Services Center

# Purpose

- To consider amending the County's Facilities Use Policy to:
  - 1) recognize and govern the recently renovated Cedar Grove, Efland Cheeks and Rogers Road Community Centers;
  - 2) update reservation, operations, and cancellation processes;
  - 3) update the Fee Schedules for non-Parks and Recreation spaces;
  - 4) ensure adequate meeting space for advisory and quasi-judicial boards according to the Advisory Board Meeting Overflow Policy; and
  - 5) update guidelines regarding alcoholic beverages on County premises.

# Background

- May 17, 2011 - BOCC approved the Facilities Use Policy.
- September 4, 2014 - BOCC approved amendment: Whitted Meeting Facilities.
- June 20, 2017 - BOCC adopted and executed Community Center operating agreements\*
  - Cedar Grove Neighborhood Association (CGNA)
  - United Voices of Efland Cheeks (UVEC)

*\*Rogers Eubanks Neighborhood Association (RENA) agreement adopted in 2014.*

# Background (cont.)

2016-2017 - Inter-departmental work group for contemplated policy improvements:

Aging

Asset Management Services

Board of Orange County Commissioners' Office

County Manager's Office

County Attorney's Office

Environment, Agriculture, Parks and Recreation (DEAPR)

Financial Services

Information Technologies

Orange County Library

# Background (cont.)

2017 - Discussions on Alcohol Policy:

Town of Hillsborough:

Town Manager's Office

Economic Development Office

Police Department

Orange County:

County Manager's Office

County Attorney's Office

Aging

Asset Management Services

Environment, Agriculture, Parks and Recreation (DEAPR)

Sheriff's Office

# Community Center Integration

- All Centers are operating and available for rent\*
- Community Centers are considered Class 6 facilities\*\*
  - Public purpose event
  - Private social/recreational event

*\*see abstract pages 16 and 17 of Attachment 1 (clean version)*

*\*\*see abstract pages 7 and 8 of Attachment 1 (clean version)*

# Fee Schedules

- One fee for residents and non-residents (in Class 6 facilities)\*
- Overall average fees reduced and simplified for County residents\*\*
- Continue to recognize the separate Parks and Recreation fee schedule, which have been previously approved by County Commissioners\*\*\*

*\*see abstract pages 16 through 20 of Attachment 1 (clean version)*

*\*\*see abstract page 23 of Attachment 1 (clean version)*

*\*\*\*[http://www.orangecountync.gov/document\\_center/DEAPR/parks\\_and\\_recreation\\_facility\\_fees.pdf](http://www.orangecountync.gov/document_center/DEAPR/parks_and_recreation_facility_fees.pdf)*

# Operations

- All County Facility use extended:
  - Two hour extension
    - 7:00 AM - 11:00 PM from 8:00 AM - 10:00 PM
  - Seven days per week
- Lands Legacy Sites procedures remain a separate policy.



# Reservations Adjustments

- Now immediately approved with payment. County has 5 business days to rescind reservation\*
- Can be made up to 180 days prior to the requested date (current policy is 90 days)\*\*
- Continuous reservations now accepted (current policy does not allow)\*\*\*

*\*see abstract page 21, A.1 of Attachment 1 (clean version)*

*\*\*see abstract page 21, A.4 of Attachment 1 (clean version)*

*\*\*\*see abstract page 21, A.5 of Attachment 1 (clean version)*

# Cancellation Processes

- Email communication allowed for cancellation\*
- Full refund of rental fees for written cancellations made at least two weeks prior to the event\*

\* see abstract page 22, Section B of Attachment 1 (clean version)

# Advisory Board Meeting Overflow Policy

- County Manager's administrative policy dated November 1, 2016\*
- Ensures adequate facility access and availability\*\*

\* see abstract page 52, of Attachment 1 (clean version)

\*\*see abstract page 22, B of Attachment 1 (clean version)

# Alcohol Use and Sale Policy

- Clarify the offering and/or sale of alcoholic beverages on all County owned properties\*
- County Manager approval required and contingent upon\*
  - Local government jurisdiction;
  - Local law enforcement jurisdiction;
  - Proper insurance; and
  - ABC Permit in case of alcohol sales
- Economic Development Office liaison

\* See abstract page 9, 5.1.3 of Attachment A

# Financial Impact

- If approved, fee revenue adjustments will be reflected in a future Budget Amendment.

# Recommendations

- 1) recognize and govern the recently renovated Cedar Grove, Efland Cheeks and Rogers Road Community Centers;
- 2) update reservation, operations, and cancellation processes;
- 3) update the Fee Schedules for non-Parks and Recreation spaces;
- 4) ensure adequate meeting space for advisory and quasi-judicial boards according to the Advisory Board Meeting Overflow Policy; and
- 5) update guidelines regarding alcoholic beverages on County premises.

**OPERATIONS AGREEMENT between ORANGE COUNTY and the  
CEDAR GROVE NEIGHBORHOOD ASSOCIATION for the  
CEDAR GROVE COMMUNITY CENTER**

This Operations Agreement (the "Agreement") for the operation of the Cedar Grove Community Center at 5800 NC 86 North, Hillsborough NC (hereinafter the "Center") is made and entered into this 20<sup>th</sup> day of June, 2017, between Cedar Grove Neighborhood Association, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "CGNA") as Operator and Orange County (hereinafter the "County") as Owner, referred to jointly hereafter as the "Parties".

The Cedar Grove Community Center ("Center") is hereby further defined as the portion of that building at 5800 NC 86 North, Hillsborough, NC that includes hallways, spaces and rooms 100-102, and 104-131; and excludes the "wings" of the building that extend both north and south from the defined Center and includes the associated hallways, spaces and room numbers 201-213 and 300-310. A floor plan of the Center is provided as Attachment A.

The Parties hereby agree as follows:

**1. Term**

The term of this Agreement shall be from August 1, 2017 and shall continue for a period of two (2) years (July 31, 2019). The Agreement may be renewed as provided herein.

**2. Use and Operations**

- a) CGNA shall:
- i. Provide a full schedule and updates, as they become available, of all activities, services and programs at the Center.
  - ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m., in accordance with State Building Code and the Maximum Occupancy levels for the center and its rooms as identified in the Center.
  - iii. Notify County in advance of any anticipated closure, delayed opening, or early closing of the Center that is contrary to the hours set forth in section 2(a)(ii) above, and pursuant to section 2(c)(iii) below. For purposes of this section, CGNA's duty to notify is fulfilled where the information has been posted on an internet calendar of events or an email listserv for which the County is included as a recipient, or has been included in the schedule and updates provided for in section (2)(a)(i) above or has directly notified County's Liaison Officer at the County as per Section 2(b).
  - iv. Provide to the County a quarterly analysis report on Center enrollment, trends, and timing for CGNA classes, programs, and activity sessions.
  - v. Maintain worker's compensation insurance covering its Employees

- working at the Center.
- vi. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement, including such riders as the County shall deem necessary..
- vii. Designate the CGNA President as its liaison to communicate with the County regarding all matters relating to this Agreement.
- viii. Maintain the Center facilities in a clean and orderly state. CGNA may arrange furniture and other equipment including computers as may be needed to provide for the orderly operation of the Center.
- ix. Reimburse County promptly for any damage caused to County property, pursuant to sections (c)(vi) and (c)(viii) below, by CGNA employees, volunteers, customers, guests, or invitees beyond reasonable wear and tear incurred in the general course subject to the \$200 per incident and \$1000 annual caps outlined in Section 2(c) (viii).
- x. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xi. May, upon receiving appropriate permitting, serve meals as part of designated programs.
- xii. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.
- xiii. Secure the CGNA office, multi-media room, kitchen, gymnasium, conference room and multi-purpose room (as designated in Attachment A, Center Floorplan) during hours CGNA is not operating the Center.
- xiv. Use County funds appropriated annually through Section 2(b)(vi) below for the purposes as defined.
- xv. Provide a quarterly accounting of the expenditure of County funds provided (as per 2 b vi. below) including the provision of receipts and invoices required by County Financial Services.

b) The County shall:

- i. Appoint a Liaison Officer to communicate with CGNA regarding all matters related to this Agreement, and said Liaison Officer shall be CGNA's principal interface with the County.
- ii. Administer all requests to rent space in the Center outside of the hours indicated in section 2(a)(ii) above, pursuant to section 9 below.
- iii. The County is responsible for cleaning the facility on a daily basis (Monday-Friday) during normal County operations.
- iv. The County will provide wireless service to the Center, and will provide support for the County-owned computer hardware, software and existing phone at the Center (245-2640). In this context, support would mean CGNA can call the Orange County Information Technology (IT) Help Desk during normal business hours (Monday-Friday 8AM to 5PM) and if the person answering the phone can resolve the reported issue in 15 minutes or less the solution will be provided. Otherwise an onsite visit may be deemed necessary.
- v. County owned facility and technology assets that stay with the Center will be inventoried, and records of this equipment will be listed and maintained by the County and CGNA in a separate, mutually-agreed upon document. Incidentals, office supplies and disposable items (such as kitchen serving utensils, basketballs, paper, etc.), are not listed assets,



and replacement of these items will be an operating expense of the Center.

vi. Appropriate funding assistance to CGNA for Personnel, Operating and Programming and Recurring Capital costs, in a manner and amount to be determined on a yearly basis as part of the County's annual fiscal year budget process.

1. CGNA will work with the Liaison Officer and County staff in advance of the County budget process to develop an annual budget request.
2. Funds will be allocated as part of the County's budget approval and allocated on a quarterly basis. Quarterly reporting and accounting for these funds shall be performed by CGNA as noted in subsection 2(a)(xv) above.
3. Funds will be broken into three categories: Personnel; Operating, and Recurring Capital.
4. Personnel Funds provided will be used by CGNA to pay a Full Time Equivalent (FTE) Community Center staff person or persons at the County's designated Living Wage to oversee operations at the center. This FTE will be a position(s) hired and managed by CGNA and not a County employee. In its discretion, CGNA may choose to hire several part-time persons to fulfill this FTE role. (The County will also provide funds to CGNA on an annual basis to help provide backup part-time support to the CGNA staff person(s), also to be employees of CGNA.
5. Operating Funds provided will be used by CGNA to cover the costs of performing Center functions and activities. The County will continue to be responsible for the basic center operating costs (such as trash hauling, custodial maintenance, electricity, water and sewer service, IT support and telephone service). Operating Funds provided to CGNA may be used as provided in the annual budget for programming and associated materials needs, including but not limited to exercise, enrichment and tutoring programs; printing, duplicating and postage costs; office and other Center supplies, travel and transportation costs, other associated operating costs, and furniture and equipment needs under \$500.
6. Recurring Capital Funds provided will be used to purchase new IT equipment or building and grounds improvements as identified in the annual budget.

- c) CGNA and the County hereby covenant and agree that in conjunction with the operation and use of the Center:
- i. CGNA shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless of place of residence, to all residents of Orange County;
  - ii. CGNA shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
  - iii. CGNA shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, inclement weather, condemnation, events of force majeure; closures caused by any act or omission by the County, its agents,

- employees, contractors, or subcontractors; or closures agreed upon by CGNA and the County in advance of the closure;
- iv. CGNA shall maintain the Center in a clean and safe condition free from hazard during CGNA's hours of operation identified in section 2(a)(ii) above;
  - v. CGNA shall maintain records related to its operations of the Center and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to the County upon reasonable request;
  - vi. Any and all fixtures purchased by CGNA from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by CGNA shall remain the property of CGNA. For purposes of this section, "Center operations funds" includes money acquired by CGNA through grants received by CGNA for purposes of operating the Center, but does not include money independently raised by CGNA through community fundraisers or money acquired by CGNA through private donation;
  - vii. CGNA may charge fees for programs and services at or involving the Center. Any such fees when cumulatively calculated on an annual basis shall not exceed the cost of providing such programs and services, except nothing herein shall be construed to prevent CGNA from showing a surplus. Any such surplus shall be applied to operating costs of the Center..
  - viii. CGNA is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident, subject to an annual cap of \$1000, except in instances of CGNA's gross negligence or willful misconduct. Except to the extent covered by CGNA's insurance policies required by Section 4, County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
  - ix. The County shall continue to contract for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling.
  - x. County shall provide appropriate screening for such roll out carts or other individual containers.
    - xi. CGNA shall maintain such roll out carts or other individual containers in the appropriate screened location and shall at due times deliver the roll out carts or individual containers to the curb for collection and return them to their screened locations after collection.
  - xii. CGNA shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.
  - xiii. The County is responsible for the cost of water, sewer, electric, and natural gas utilities that results from the use and operation of the Center.
  - xiv. CGNA shall maintain financial books, records, and reports related to its operation of the facility in accord with Generally Accepted Accounting Principles (GAAP) and shall permit the County to inspect such books, records, and reports upon the County's reasonable request.
  - xv. Notwithstanding Section 2(c)(iii) should CGNA unreasonably fail to open the Center pursuant to sections 2(a)(ii) and 2(a)(iii) for ten (10) consecutive days, County may assume operational control of the Center

until CGNA is able to resume its duties under this Agreement, or the parties mutually agree to terminate this Agreement. During the time that the County exercises operational control, the terms of this Agreement shall be suspended. Should CGNA be unable to resume its duties under this Agreement within thirty (30) days of the initial closure County may terminate this Agreement.

### **3. Facility Use Guidelines**

By this Agreement, the County authorizes the use of the Center by CGNA only to the extent permitted by the terms of this Agreement. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto. The County's Facility Use Policy will serve as the guiding document for operations of the Center, unless a contrary policy is set forth in this agreement. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property, including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County Manager as may be required by law and pursuant to section 2(a)(xii) above. Absolutely no weapons of any kind are allowed on the Center premises. CGNA shall ensure all persons abide by County policies, rules, and ordinances while on Center premises.

### **4. Insurance Requirements**

CGNA shall provide evidence of general liability insurance together with relevant riders as determined by the County's Risk Manager and consistent with on the "Orange County Minimum Insurance Coverage Requirements" to the County by way of a certificate prior to operation and use of the Center. The County shall be named as additional insured to CGNA's general liability endorsed policy. CGNA shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. CGNA shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. CGNA shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County  
Attention: Director of Risk Management Services  
200 S. Cameron Street  
P.O. Box 8181  
Hillsborough, NC 27278

with a copy sent to the County Liaison Officer.

### **5. Access to County Facilities**

- (a) As used in this Agreement: "Employee" is defined as a person who receives compensation from CGNA and who is assigned to work at the Center; "Regular volunteer" is defined as a person who is not an Employee or Temporary Volunteer but who is assigned to work at the Center at least once per week;

"Temporary Volunteer" is defined as a person who is not an Employee or Regular Volunteer but who is assigned to work at the Center not more than one day per calendar month.

- (b) CGNA shall provide a list of Regular Volunteers and Employees who will be assigned to the Center to the County at least one week before taking over operations of the Center under this Agreement, or prior to the Employee's or Regular Volunteer's first day of work at the Center
- (c) The County reserves the right to prohibit any individual Employee or volunteer of CGNA from accessing or providing services at the Center, or at County events at the Center, if County determines, in its sole discretion, that such Employee or volunteer poses a threat to the safety or well-being of County employees, guests, customers, or invitees. Should the County act under this paragraph, County will notify the CGNA Liaison and the subject individual in writing of the individual's identity and County's reason for prohibiting the individual as soon as possible after making the determination that the individual poses a threat.
- (d) CGNA shall submit required information for criminal background checks on all Employees and Regular Volunteers and will submit the information for such reviews to the Orange County Department of Environment, Agriculture, Parks and Recreation, which will conduct the background checks. These checks will be completed and verified on each of CGNA's employees and/or Regular Volunteers prior to assigning them to the Center, and such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.
- (e) CGNA shall not assign any Employee or Regular Volunteer to staff the Center pursuant to this Agreement if the Employee or Regular Volunteer (1) appears on any of the registries listed in 5(d) above; (2) has been convicted of a felony involving any form of assault, a firearm or other weapon, or sexual assault or misconduct; (3) has been convicted of any other felony unless more than 10 years have passed since the date of conviction or release from confinement, whichever is later; (4) has been convicted of any misdemeanor involving any form of assault or sexual assault or misconduct; or (5) has been convicted of any crime indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or invitees, unless more than 7 years have passed since the date of conviction or release from confinement, whichever is later. Notwithstanding the foregoing, CGNA may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.
- (f) Temporary Volunteers, while on Center premises, shall not have any unsupervised contact with minor children. Temporary Volunteers who have contact with minor children shall be supervised at all times by an Employee or Regular Volunteer.

## **6. Observation and Documentation**

County staff may observe, photograph, videotape, or audiotape any CGNA volunteers or employees, County employees, guests, customers, or invitees. However, publishing of any such media generated will be subject to the permissions of the concerned individuals. The County will give CGNA at least 48 hours' notice before observing, photographing, videotaping, or audiotaping under this paragraph, unless CGNA consents to less than 48 hour notice. CGNA shall make reasonable efforts to secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes, at the County's request for a specific event for which CGNA is a sponsor. Any media coverage of CGNA operations of the Center or CGNA events held in the Center, that CGNA solicits, must receive prior authorization from the County Liaison. This section does not require CGNA to obtain prior authorization from the County Liaison for advertising programming in the regular course of CGNA's operations of the Center.

## **7. Evaluation**

Both CGNA and the County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

## **8. Indemnification**

CGNA shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of CGNA Employees, Regular and/or Temporary Volunteers, or program participants resulting from the omission or commission of any act, lawful or unlawful, by CGNA, its agents, and/or Employees or Regular and/or Temporary Volunteers, including but not limited to court costs and attorney's fees incurred by the County in connection with the defense of said matters. This section should not be interpreted to apply to any claims related to negligence or intentional acts committed by the County, its employees, or agents. It is the intent of this Section that CGNA indemnify the County to the maximum extent authorized by law.

## **9. Rental Arrangements, Rates and Administrative Fees**

- (a) CGNA shall have the exclusive right of access to and use of the Center during the hours of operation identified in section 2(a)(ii) above, to the exclusion of any other entity or person, and the County shall not rent any part of the Center to any entity or person other than CGNA during the hours of operation. At its discretion, CGNA may allow use of the Center by other entities or persons or may rent out same during the hours of operation identified in section 2(a)(ii) above.
- (b) The County may rent space in the Center outside of the hours of operation identified in section 2(a)(ii) above. The County shall promptly update any rental calendar or schedule such that CGNA has notice in advance of when each rental period will occur. Additionally, on a quarterly basis throughout the year, CGNA may utilize "priority booking" provisions by notifying the County of certain

days and times outside of the operating hours described in Section 2(a)(ii) that it wishes to "block" from rental for up to twelve (12) planned weekend or weeknight CGNA events and activities each year, notwithstanding the provisions in subsection (c) below. The County is responsible for ensuring that any renter has access to the space, as well as securing the Center after each rental period. The County is responsible for inspecting the Center for damage before and after each rental period. The County is liable for damage to any County or CGNA property as a result of acts by County renters. County shall not be liable for damage to CGNA property in areas CGNA is required to secure, pursuant to section 2(a)(xiii) above, should CGNA fail to secure such areas.

(c) CGNA may use the Center outside of the hours of operation identified in Section 2(a)(ii) above so long as the County has not otherwise rented the space during that time to another entity or person pursuant to this section. CGNA does not have to notify the County of its use of the Center outside of the hours of operation so long as the use complies with this paragraph.

(d) Rentals, rates and administrative fees shall be consistent with the Orange County Facilities Use Policy and the Orange County Fee Schedule. The County shall designate which, if any, rooms within the Center may be available for rent to the public or to local community groups, except that the food pantry and CGNA office shall not be available for rent to the public.

#### **10. Termination and Renewal**

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to CGNA if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by CGNA's operation of the Center.

#### **11. Reorganization or Dissolution**

Should CGNA undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and CGNA will vacate the Center premises.

#### **12. Relationship of the Parties**

CGNA is a contractor of County. CGNA is not a partner, agent, employee, or joint venture of the County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

**13. Approvals, Amendments, Notices.**

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

**14. North Carolina Law.**

North Carolina law will govern the interpretation and construction of this Agreement.

**15. Entire Agreement.**

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

**16. Severability.**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW



Signers for CGNA and the County certify that they are authorized to enter this agreement.

Carrie Sue Florence  
Cedar Grove Neighborhood Association - President

Carrie Sue Florence                      6/17/2017  
Printed Name                                      Date

[Signature]  
Orange County Manager

Bonnie B. Hammersley                      6/22/17  
Printed Name                                      Date

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

[Signature]  
Office of the Chief Financial Officer

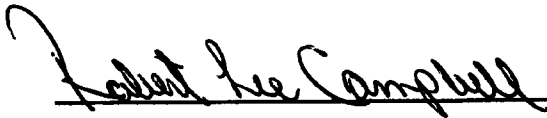
ADDENDUM TO  
**OPERATIONS AGREEMENT between ORANGE COUNTY and the  
ROGERS EUBANKS NEIGHBORHOOD ASSOCIATION**

This addendum modified the Operations Agreement for the Rogers Road Community Center between Orange County and Rogers Eubanks Neighborhood Association adopted February 2, 2014:

The following subsections shall be added to Section 2 of the Agreement:

- A. (Section 2.a.**xv** and **xvi**): (xv) Use County funds appropriated annually through Section 2(b)(iii) below for the purposes as defined. (xvi) RENA shall provide a quarterly accounting of the expenditure of County funds provided (as per b iii. below) including the provision or receipts and invoices required by County Financial Services.
- B. (Section 2.b.iii) The County shall appropriate funding assistance to RENA for personnel, operating and programming costs, in a manner and amount to be determined on a yearly basis as part of the County's annual fiscal year budget process.
- i. RENA will work with County staff in advance of the County budget process to develop an annual budget request.
  - ii. Funds will be allocated as part of the County's budget approval and allocated on a quarterly basis. Quarterly reporting and accounting for these funds shall be performed by RENA as noted in subsection a) xvi. above.
  - iii. Funds will be broken into three categories: Personnel; Operating, and Recurring Capital.
    1. Personnel Funds provided will be used by RENA to pay a **Full Time Equivalent (FTE) Community Center staff person or persons at the County's designated Living Wage to oversee operations at the center. This FTE will be a position(s) hired and managed by RENA and not a County employee. In its discretion, RENA may choose to hire several part-time persons to fulfill this role. (The County will also provide funds to RENA on an annual basis to help provide backup part-time support to the RENA staff person(s), also to be employees of RENA.)**
    2. Operating Funds provided will be used by RENA to cover the costs of performing Center functions and activities. The County will continue to be responsible for the basic center operating costs (such as electricity, water and sewer service, and telephone service). Operating Funds provided to RENA may be used for programming and associated materials needs, including but not limited to exercise, enrichment and tutoring programs; printing, duplicating and postage costs; office and other Center supplies; other associated operating costs and furniture and equipment needs under \$500.
    3. Recurring Capital Funds provided will be used to purchase new information technology equipment or building and grounds improvements as identified in the annual budget.

Signers for RENA and the County certify that they are authorized to enter this agreement.

  
\_\_\_\_\_

RENA-President

Robert Lee Campbell

06-15-2017

Printed Name

Date

  
\_\_\_\_\_

Orange County-Chair

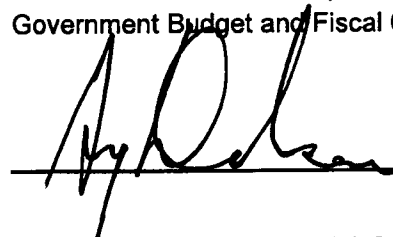
MARK DOROSIN

6/27/2017

Printed Name

Date

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

  
\_\_\_\_\_

Office of the Chief Financial Officer

**ORANGE COUNTY—DEPARTMENT USE ONLY**

**Department**

Party/Vendor Name: Rogers-Eubanks Neighborhood Association Party/Vendor Contact Person: David Caldwell, Jr. Contact Phone: 919-357-1953 Party/Vendor Address: 101 Edgar Street City Chapel Hill State: NC Zip: 27510  
Department: AMS Amount: N/A Purpose: Operating Agreement governing the Rogers Road Community Center  
Budget Code(s): \_\_\_\_\_ Vendor # \_\_\_\_\_ (N/A if new vendor) Vendor is a BOCC consultant? Yes  No   
Contract Type: (Check one) New  Renewal  Amendment  Effective Date N/A Approved by Board Yes  No  Agenda Date: 2/18/14

This agreement is approved as to technical form and content:

Department Director's Signature Jeff Thompson Date: 10/23/2014

**Information Technologies**

(Applicable only to hardware/software purchases or related services) This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer \_\_\_\_\_ Date: \_\_\_\_\_

**Risk Management**

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer Alisa Conetto Date: 10/23/2014

**Financial Services**

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

Office of the Chief Financial Officer Clarence Brier Date: 10/23/2014

**Legal Services**

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney John Roberts Date: 10/23/2014

**Clerk to the Board**

Received for record retention:

All DocuSign contracts must be copied to Donna Lloyd upon completion @ [Dolloyd@orangecountync.gov](mailto:Dolloyd@orangecountync.gov)

The following signature block is for hard copies only and is not required for DocuSign contracts:

Office of the Clerk to the Board \_\_\_\_\_ Date: \_\_\_\_\_

## **OPERATIONS AGREEMENT: ROGERS ROAD COMMUNITY CENTER**

This Operations Agreement (the "Agreement") for the operation of the Rogers Road Community Center at 101 Edgar Street, Chapel Hill, North Carolina (hereinafter the "Center") is made and entered into this 1<sup>st</sup> day of November, 2014, between Rogers Eubanks Neighborhood Association, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "RENA") and Orange County (hereinafter the "County") referred to jointly hereafter as "Parties".

The Parties hereby agree as follows:

### **1. Term**

The term of this Agreement shall be from the day and date first recorded above and shall continue for a period of five (5) years. The Agreement may be renewed as provided herein.

### **2. Use and Operations**

a) RENA shall:

- i. Provide a full schedule and updates, as they become available, of all activities and programs at the Center.
- ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- iii. Notify County in advance of any anticipated closure, delayed opening, or early closing of the Center that is contrary to the hours set forth in section 2(a)(ii) above, and pursuant to section 2(c)(iii) below. For purposes of this section, RENA's duty to notify is fulfilled where the information has been posted on an internet calendar of events or an email listserv for which the County has access, or has been included in the schedule and updates provided for in section (2)(a)(i) above.
- iv. Provide to the County a quarterly analysis report on Center enrollment, trends, and timing for RENA classes, programs, and activity sessions.
- v. Maintain worker's compensation insurance covering its Employees working at the Center.
- vi. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement.
- vii. Appoint a liaison to communicate with the County regarding all matters related to this Agreement.
- viii. Maintain the Center facilities in a clean and orderly state. RENA may arrange furniture as may be needed to provide for the orderly operation of the Center.
- ix. At the conclusion of RENA's hours of operation each day pursuant to section 2(a)(ii) above, clean and restore the Center kitchen, bathrooms, and activity rooms to the same state and condition in which they existed prior to use by RENA's volunteers and employees or the public.
- x. Reimburse County promptly for any damage caused to County property, pursuant to sections (c)(vi) and (c)(viii) below, by RENA Employees, volunteers, customers, guests, or invitees.
- xi. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xii. May, upon receiving appropriate permitting, serve meals as part of designated programs.

- xiii. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.
- xiv. Secure the food pantry, RENA office, and library during hours RENA is not operating the Center.

b) The County shall:

- i. Appoint a liaison to communicate with RENA regarding all matters related to this Agreement.
- ii. Administer all requests to rent space in the Center outside of the hours indicated in section 2(a)(ii) above, pursuant to section 9 below.

c) RENA and the County hereby covenant and agree that in conjunction with the operation and use of the Center:

- i. RENA shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless place of residence, to all residents of Orange County;
- ii. RENA shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
- iii. RENA shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, condemnation, events of force majeure; closures caused by any act or omission by County, its agents, employees, contractors, or subcontractors; or closures agreed upon by RENA and County in advance of the closure;
- iv. RENA shall provide janitorial service to the Center and shall maintain the Center in a clean and safe condition free from hazard during RENA's hours of operation identified in section 2(a)(ii) above;
- v. RENA shall maintain records related to its operations of the Center and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to Orange County upon request;
- vi. Any and all fixtures purchased by RENA from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by RENA shall remain the property of RENA. For purposes of this section, "Center operations funds" includes money acquired by RENA through grants received by RENA for purposes of operating the Center, but does not include money independently raised by RENA through community fundraisers or money acquired by RENA through private donation;
- vii. RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services.
- viii. RENA is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident. County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
- ix. RENA shall contract with a private hauler for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling. RENA may not seek dumpster infrastructure and service through Chapel Hill or Orange County.

- x. County shall provide appropriate screening for such roll out carts or other individual containers.
- xi. RENA shall maintain such roll out carts or other individual containers in the appropriate screened location and shall at due times deliver the roll out carts or individual containers to the curb for collection and return them to their screened locations after collection.
- xii. RENA shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.
- xiii. The County is responsible for the cost of water, sewer, electric, and natural gas utilities that results from the use and operation of the Center.
- xiv. RENA shall maintain financial books, records, and reports related to its operation of the facility in accord with Generally Accepted Accounting Principles and shall permit the County to inspect such books, records, and reports upon County's request.
- xv. Notwithstanding Section 2(c)(iii) should RENA fail to open the Center pursuant to sections 2(a)(ii) and 2(a)(iii) for ten (10) consecutive days, County may assume operational control of the Center until RENA is able to resume its duties under this Agreement, or the parties mutually agree to terminate this Agreement. During the time that the County exercises operational control, the terms of this Agreement shall be suspended. Should RENA be unable to resume its duties under this Agreement within thirty (30) days of the initial closure County may terminate this Agreement.

### **3. Facility Use Guidelines**

By this Agreement, the County authorizes the use of the Center by RENA only to the extent permitted by the terms of this Agreement. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto. The County's facility use policy will serve as the guiding document for operations of the Center, unless a contrary policy is set forth in this agreement. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property, including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County Manager as may be required by law and pursuant to section 2(a)(xiv) above. Absolutely no weapons of any kind are allowed on the Center premises. RENA shall ensure all persons abide by County policies, rules, and ordinances while on County property.

### **4. Insurance Requirements**

RENA shall provide evidence of general liability insurance to the County by way of a certificate prior to operation and use of the Center. Orange County shall be named as additional insured to RENA's general liability endorsed policy. RENA shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. RENA shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. RENA shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County

Attention: Director of Risk Management Services  
200 S. Cameron Street  
P.O. Box 8181  
Hillsborough, NC 27278

## 5. Access to County Facilities

- (a) As used in this Agreement: "Employee" is defined as a person who receives compensation from RENA and who is assigned to work at the Center; "Regular volunteer" is defined as a person who is not an Employee or Temporary Volunteer but who is assigned to work at the Center at least once per week; "Temporary Volunteer" is defined as a person who is not an Employee or Regular Volunteer but who is assigned to work at the Center not more than one day per calendar month.
- (b) RENA shall provide a list of Regular Volunteers and Employees who will be assigned to the Center to the County at least one week before the Center first opens for operation, or prior to the Employee's or Regular Volunteer's first day of work at the Center
- (c) County reserves the right to prohibit any individual Employee or volunteer of RENA from accessing or providing services at the Center, or at County events at the Center, if County determines, in its sole discretion, that such Employee or volunteer poses a threat to the safety or well-being of County employees, guests, customers, or invitees. Should the County act under this paragraph, County will notify RENA and the subject individual in writing of the individual's identity and County's reason for prohibiting the individual as soon as possible after making the determination that the individual poses a threat.
- (d) RENA shall conduct criminal background checks on all Employees and Regular Volunteers. RENA shall provide County with documentation that criminal background checks were conducted on each of its employees and/or volunteers prior to assigning them to the Center, and such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.
- (e) RENA shall not assign any Employee or Regular Volunteer to staff the Center pursuant to this Agreement if the Employee or Regular Volunteer (1) appears on any of the registries listed in 5(d) above; (2) has been convicted of a felony involving any form of assault, a firearm or other weapon, or sexual assault or misconduct; (3) has been convicted of any other felony unless more than 10 years have passed since the date of conviction or release from confinement, whichever is later; (4) has been convicted of any misdemeanor involving any form of assault or sexual assault or misconduct; or (5) has been convicted of any crime indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or invitees, unless more than 7 years have passed since the date of conviction or release from confinement, whichever is later. Notwithstanding the foregoing, RENA may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.
- (f) Temporary Volunteers, while on Center premises, shall not have any unsupervised contact with minor children. Temporary Volunteers who have contact with minor children shall be supervised at all times by an Employee or Regular Volunteer.

## 6. Observation and Documentation



County staff may observe, photograph, videotape, or audiotape any RENA volunteers or employees, County employees, guests, customers, or invitees. The County will give RENA at least 48 hours' notice before observing, photographing, videotaping, or audiotaping under this paragraph, unless RENA consents to less than 48 hour notice. RENA shall secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes, at the County's request for a specific event for which RENA is a sponsor. Any media coverage of RENA operations of the Center or RENA events held in the Center, that RENA solicits, must receive prior authorization from the County Manager. This section does not require RENA to obtain prior authorization from the County Manager for advertising programming in the regular course of RENA's operations of the Center.

## **7. Evaluation**

Both RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

## **8. Indemnification**

RENA shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of RENA Employees, Regular and/or Temporary Volunteers, or program participants, or resulting from the omission or commission of any act, lawful or unlawful, by RENA, its agents, and/or Employees or Regular and/or Temporary Volunteers, including but not limited to court costs and attorney's fees incurred by County in connection with the defense of said matters. This section should not be interpreted to apply to any claims related to negligence or intentional acts committed by the County, its employees, or agents.

## **9. Rental Arrangements, Rates and Administrative Fees**

- (a) RENA shall have access and use of the Center during the hours of operation identified in section 2(a)(ii) above, to the exclusion of any other entity or person, and the County shall not rent any part of the Center to any entity or person other than RENA during the hours of operation. At its discretion, RENA may allow use of the Center by other entities or persons during the hours of operation identified in section 2(a)(ii) above.
- (b) The County may rent space in the Center outside of the hours of operation identified in section 2(a)(ii) above. The County shall promptly update any rental calendar or schedule such that RENA has notice in advance of when each rental period will occur. The County is responsible for ensuring that any renter has access to the space, as well as securing the Center after each rental period. The County is responsible for inspecting the Center for damage before and after each rental period. The County is liable for damage to any County or RENA property as a result of acts by County renters. County shall not be liable for damage to RENA property in areas RENA is required to secure, pursuant to section 2(a)(xiv) above, should RENA fail to secure such areas.
- (c) RENA may use the Center outside of the hours of operation identified in section 2(a)(ii) above so long as the County has not otherwise rented the space during that time to another entity or person pursuant to this section. RENA does not have to notify the County of its use of the Center outside of the hours of operation so long as the use complies with this paragraph.

(d) Rental rates and administrative fees shall be consistent with the Orange County Facilities Use Policy. County shall designate which, if any, rooms within the Center may be available for rent to the public or to local community groups, except that the food pantry, RENA office, and library shall not be available for rent to the public. Any such rental shall comply with the Orange County Facilities Use Policy and shall be approved by the Orange County Facilities Management Director. RENA shall pay the County an annual \$25.00 administrative fee. RENA shall not be responsible for paying the County any other fees associated with its use of the Center during the hours identified in section 2(a)(ii) above, or during hours not otherwise rented by non-RENA entities or persons pursuant to this Agreement.

#### **10. Termination and Renewal**

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five (5) year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to RENA if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by RENA's operation of the Center.

#### **11. Reorganization or Dissolution**

Should RENA undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and RENA will vacate the Center premises.

#### **12. Relationship of the Parties**

RENA is a contractor of County. RENA is not a partner, agent, employee, or joint venture of County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

#### **13. Approvals, Amendments, Notices.**

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

#### **14. North Carolina Law.**

North Carolina law will govern the interpretation and construction of this Agreement.

#### **1516. Entire Agreement.**

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

**16. Severability.**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

Signers for RENA and the County certify that they are authorized to enter this agreement.

DocuSigned by:  
*Robert Campbell*  
6774EE44005344E  
\_\_\_\_\_  
RENA-President

Robert Campbell  
Printed Name

10/22/2014  
Date

DocuSigned by:  
*Barry Jacobs*  
0110F3A02E924CE  
\_\_\_\_\_  
Orange County-Chair

Barry Jacobs  
Printed Name

10/23/2014  
Date

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

DocuSigned by:  
*Clarence Grier*  
2F082E041028111  
\_\_\_\_\_  
Office of the Chief Financial Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2014

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

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

<b>PRODUCER</b> Seagroves Insurance Agency 1506 E Franklin St Ste 100 Chapel Hill, NC 27514	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 919-942-8733		FAX (A/C, No): 919-967-0411
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Rogers- Eubanks Neighborhood Association PO Box 16903 Chapel Hill, NC 27516	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Scottsdale Insurance Compnay		
	INSURER B: Travelers Property Casualty Co of America		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS 2056237	9/11/2014	9/11/2015	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> MED EXP (Any one person) \$5,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$2,000,000 <input type="checkbox"/> PRODUCTS - COM/PROP AGG \$2,000,000						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2E419066	9/11/2014	9/11/2015	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$100,000
							E.L. DISEASE - EA EMPLOYEE \$100,000
A	Errors and Omissions			CPS2056237	9/11/2014	9/11/2015	Each Occurrence \$1,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Orange County Government listed as additional insured CG2010

<b>CERTIFICATE HOLDER</b> Orange County Government PO Box 8181 Hillsborough, NC 27278	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**OPERATIONS AGREEMENT between ORANGE COUNTY and the  
UNITED VOICES OF EFLAND CHEEKS for the  
EFLAND CHEEKS COMMUNITY CENTER**

This Operations Agreement (the "Agreement") for the operation of the Efland Cheeks Community Center at 117 Richmond Road, Efland, NC (hereinafter the "Center") is made and entered into this 20<sup>th</sup> day of June, 2017, between United Voices of Efland Cheeks, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "UVEC") as Operator and Orange County (hereinafter the "County") as Owner, referred to jointly hereafter as the "Parties". A floor plan of the Center is provided as Attachment A.

The Parties hereby agree as follows:

**1. Term**

The term of this Agreement shall be from August 1, 2017 and shall continue for a period of two (2) years (July 31, 2019). The Agreement may be renewed as provided herein.

**2. Use and Operations**

a) UVEC shall:

- i. Provide a full schedule and updates, as they become available, of all activities, services and programs at the Center.
- ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. in accordance with the State Building Code and the Maximum Occupancy levels for the Center.
- iii. Notify County in advance of any anticipated closure, delayed opening, or early closing of the Center that is contrary to the hours set forth in section 2(a)(ii) above, and pursuant to section 2(c)(iii) below. For purposes of this section, UVEC's duty to notify is fulfilled where the information has been posted on an internet calendar of events or an email listserv for which the County is included as a recipient, or has been included in the schedule and updates provided for in section (2)(a)(i) above or has directly notified County's Liaison Officer as per Section 2(b).
- iv. Provide to the County a quarterly analysis report on Center enrollment, trends, and timing for UVEC classes, programs, and activity sessions.
- v. Maintain worker's compensation insurance covering its Employees working at the Center.
- vi. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement, including such riders as the County shall deem necessary.
- vii. Designate the UVEC President as its liaison to communicate with the County regarding all matters relating to this Agreement.
- viii. Maintain the Center facilities in a clean and orderly state. UVEC may arrange furniture and other equipment including computers as may be needed to provide for the orderly operation of the Center.
- ix. Reimburse County promptly for any damage caused to County property, pursuant to sections (c)(vi) and (c)(viii) below, by UVEC employees, volunteers, customers, guests, or invitees beyond reasonable

wear and tear incurred in the general course subject to the \$200 per incident and \$1000 annual caps outlined in Section 2(c) (viii)..

- x. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xi. May, upon receiving appropriate permitting, serve meals as part of designated programs.
- xii. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.
- xiii. Secure the UVEC office, multi-media room, kitchen, exercise room, and main room (as designated in Attachment A, Center Floorplan) during hours UVEC is not operating the Center.
- xiv. Use County funds appropriated annually through Section 2 (b)(vi) below for the purposes as defined.
- xv. Provide a quarterly accounting of the expenditure of County funds provided (as per 2 b vi. below) including the provision or receipts and invoices required by County Financial Services.

b) The County shall:

- i. Appoint a Liaison Officer to communicate with UVEC regarding all matters related to this Agreement, and said Liaison Officer shall be UVEC's principal interface with the County.
- ii. Administer all requests to rent space in the Center outside of the hours indicated in section 2(a)(ii) above, pursuant to section 9 below.
- iii. The County is responsible for cleaning the facility on a daily basis (Monday-Friday) during normal County operations.
- iv. The County will provide wireless service to the Center, and will provide support for the County-owned computer hardware, software and existing phone at the Center. In this context, support would mean UVEC can call the Orange County Information Technology (IT) Help Desk during normal business hours (Monday-Friday 8AM-5PM), and if the person answering the phone can resolve the reported issue in 15 minutes or less the solution will be provided. Otherwise, an onsite visit may be deemed necessary.
- v. County owned technology and facility assets that stay with the Center will be inventoried, and records of this equipment will be listed and maintained by the County and UVEC in a separate, mutually-agreed upon document. Incidentals, office supplies, and disposable items (such as kitchen serving utensils, basketballs, paper, etc.) are not listed assets and replacement of these items will be an operating expense of the Center.
- vi. Appropriate funding assistance to UVEC for Personnel, Operating and Programming, and Recurring Capital costs, in a manner and amount to be determined on a yearly basis as part of the County's annual fiscal year budget process.
  - 1. UVEC will work with the Liaison Officer and County staff in advance of the County budget process to develop an annual budget request.
  - 2. Funds will be allocated as part of the County's budget approval and allocated on a quarterly basis. Quarterly reporting and accounting for these funds shall be performed by UVEC as noted in subsection a) xv. above.

3. Funds will be broken into three categories: Personnel; Operating, and Recurring Capital.
4. Personnel Funds provided will be used by UVEC to pay a Full Time Equivalent (FTE) Community Center staff person or persons at the County's designated Living Wage to oversee operations at the center. This FTE will be a position(s) hired and managed by UVEC and not a County employee. In its discretion, UVEC may choose to hire several part-time persons to fulfill this FTE role. The County will also provide funds to UVEC on an annual basis to help provide backup part-time support to the UVEC staff person(s), also to be employees of UVEC.
5. Operating Funds provided will be used by UVEC to cover the costs of performing Center functions and activities. The County will continue to be responsible for the basic center operating costs (such as trash hauling, custodial maintenance, electricity, water and sewer service, IT support and telephone service). Operating Funds provided to UVEC may be used for programming and associated materials needs, including but not limited to exercise, enrichment and tutoring programs; printing, duplicating and postage costs; office and other Center supplies, travel and transportation costs, other associated operating costs, and furniture and equipment needs under \$500.
6. Recurring Capital Funds provided will be used to purchase new IT equipment or building and grounds improvements as identified in the annual budget.

- c) UVEC and the County hereby covenant and agree that in conjunction with the operation and use of the Center:
- i. UVEC shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless place of residence, to all residents of Orange County;
  - ii. UVEC shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
  - iii. UVEC shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, inclement weather, condemnation, events of force majeure; closures caused by any act or omission by the County, its agents, employees, contractors, or subcontractors; or closures agreed upon by UVEC and the County in advance of the closure;
  - iv. UVEC shall maintain the Center in a clean and safe condition free from hazard during UVEC's hours of operation identified in section 2(a)(ii) above;
  - v. UVEC shall maintain records related to its operations of the Center and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to the County upon reasonable request;
  - vi. Any and all fixtures purchased by UVEC from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by UVEC shall remain the property of UVEC. For purposes of this section, "Center



- operations funds" includes money acquired by UVEC through grants received by UVEC for purposes of operating the Center, but does not include money independently raised by UVEC through community fundraisers or money acquired by UVEC through private donation;
- vii. UVEC may charge fees for programs and services at or involving the Center. Any such fees when cumulatively calculated on an annual basis shall not exceed the cost of providing such programs and services, except nothing herein shall be construed to prevent UVEC from showing a surplus. Any such surplus shall be applied to the operating costs of the Center.
  - viii. UVEC is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident, subject to an annual cap of \$1000, except in instances of UVEC's gross negligence or willful misconduct. Except to the extent covered by UVEC's insurance policies required by Section 4, County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
  - ix. The County shall continue to contract for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling.
    - x. County shall provide appropriate screening for such roll out carts or other individual containers.
  - xi. UVEC shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.
  - xii. The County is responsible for the cost of water, sewer, electric, and natural gas utilities that results from the use and operation of the Center.
  - xiii. UVEC shall maintain financial books, records, and reports related to its operation of the facility in accord with Generally Accepted Accounting Principles (GAAP) and shall permit the County to inspect such books, records, and reports upon the County's reasonable request.
  - xiv. Notwithstanding Section 2(c)(iii) should UVEC unreasonably fail to open the Center pursuant to sections 2(a)(ii) and 2(a)(iii) for ten (10) consecutive days, County may assume operational control of the Center until UVEC is able to resume its duties under this Agreement, or the parties mutually agree to terminate this Agreement. During the time that the County exercises operational control, the terms of this Agreement shall be suspended. Should UVEC be unable to resume its duties under this Agreement within thirty (30) days of the initial closure County may terminate this Agreement.

### **3. Facility Use Guidelines**

By this Agreement, the County authorizes the use of the Center by UVEC only to the extent permitted by the terms of this Agreement. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto. The County's Facility Use Policy will serve as the guiding document for operations of the Center, unless a contrary policy is set forth in this agreement. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property, including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County

Manager as may be required by law and pursuant to section 2(a)(xii) above. Absolutely no weapons of any kind are allowed on the Center premises. UVEC shall ensure all persons abide by County policies, rules, and ordinances while on Center premises.

#### **4. Insurance Requirements**

UVEC shall provide evidence of general liability insurance together with relevant riders as determined by the County's Risk Manager and consistent with the "Orange County Minimum Insurance Coverage Requirements" to the County by way of a certificate prior to operation and use of the Center. The County shall be named as additional insured to UVEC's general liability endorsed policy. UVEC shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. UVEC shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. UVEC shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County  
Attention: Director of Risk Management Services  
200 S. Cameron Street  
P.O. Box 8181  
Hillsborough, NC 27278

with a copy sent to the  
County Liaison Officer

#### **5. Access to County Facilities**

- (a) As used in this Agreement: "Employee" is defined as a person who receives compensation from UVEC and who is assigned to work at the Center; "Regular volunteer" is defined as a person who is not an Employee or Temporary Volunteer but who is assigned to work at the Center at least once per week; "Temporary Volunteer" is defined as a person who is not an Employee or Regular Volunteer but who is assigned to work at the Center not more than one day per calendar month.
- (b) UVEC shall provide a list of Regular Volunteers and Employees who will be assigned to the Center to the County at least one week before taking over operations of the Center under this Agreement, or prior to the Employee's or Regular Volunteer's first day of work at the Center.
- (c) The County reserves the right to prohibit any individual Employee or volunteer of UVEC from accessing or providing services at the Center, or at County events at the Center, if County determines, in its sole discretion, that such Employee or volunteer poses a threat to the safety or well-being of County employees, guests, customers, or invitees. Should the County act under this paragraph, County will notify the UVEC Liaison and the subject individual in writing of the individual's identity and County's reason for prohibiting the individual as soon as possible after making the determination that the individual poses a threat.

- (d) UVEC shall submit required information for criminal background checks on all Employees and Regular Volunteers, and will submit the information for such reviews to the County Department of Environment, Agriculture, Parks and Recreation, which will conduct the background checks. These checks will be completed and verified on each of UVEC's employees and/or Regular Volunteers prior to assigning them to the Center, and such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.
- (e) UVEC shall not assign any Employee or Regular Volunteer to staff the Center pursuant to this Agreement if the Employee or Regular Volunteer (1) appears on any of the registries listed in 5(d) above; (2) has been convicted of a felony involving any form of assault, a firearm or other weapon, or sexual assault or misconduct; (3) has been convicted of any other felony unless more than 10 years have passed since the date of conviction or release from confinement, whichever is later; (4) has been convicted of any misdemeanor involving any form of assault or sexual assault or misconduct; or (5) has been convicted of any crime indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or invitees, unless more than 7 years have passed since the date of conviction or release from confinement, whichever is later. Notwithstanding the foregoing, UVEC may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.
- (f) Temporary Volunteers, while on Center premises, shall not have any unsupervised contact with minor children. Temporary Volunteers who have contact with minor children shall be supervised at all times by an Employee or Regular Volunteer.

## **6. Observation and Documentation**

County staff may observe, photograph, videotape, or audiotape any UVEC volunteers or employees, County employees, guests, customers, or invitees. However, publishing of any such media generated will be subject to the permissions of the concerned individuals. The County will give UVEC at least 48 hours' notice before observing, photographing, videotaping, or audiotaping under this paragraph, unless UVEC consents to less than 48 hour notice. UVEC shall make reasonable efforts to secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes, at the County's request for a specific event for which UVEC is a sponsor. Any media coverage of UVEC operations of the Center or UVEC events held in the Center, that UVEC solicits, must receive prior authorization from the County Liaison. This section does not require UVEC to obtain prior authorization from the County Liaison for advertising programming in the regular course of UVEC's operations of the Center.

## **7. Evaluation**

Both UVEC and the County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

## **8. Indemnification**

UVEC shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of UVEC Employees, Regular and/or Temporary Volunteers, or program participants resulting from the omission or commission of any act, lawful or unlawful, by UVEC, its agents, and/or Employees or Regular and/or Temporary Volunteers, including but not limited to court costs and attorney's fees incurred by the County in connection with the defense of said matters. This section should not be interpreted to apply to any claims related to negligence or intentional acts committed by the County, its employees, or agents. It is the intent of this Section that UVEC indemnify the County to the maximum extent authorized by law.

## **9. Rental Arrangements, Rates and Administrative Fees**

- (a) UVEC shall have the exclusive right of access to and use of the Center during the hours of operation identified in section 2(a)(ii) above, to the exclusion of any other entity or person, and the County shall not rent any part of the Center to any entity or person other than UVEC during the hours of operation. At its discretion, UVEC may allow use of the Center by other entities or persons or may rent out same during the hours of operation identified in section 2(a)(ii) above.
- (b) The County may rent space in the Center outside of the hours of operation identified in section 2(a)(ii) above. The County shall promptly update any rental calendar or schedule such that UVEC has notice in advance of when each rental period will occur. Additionally, on a quarterly basis throughout the year, UVEC may utilize "priority booking" provisions by notifying the County of certain days and times outside of the operating hours described in Section 2(a)(ii) that it wishes to "block" from rental for up to 12 planned weekend or weeknight UVEC events and activities each year, notwithstanding the provisions in subsection (c) below. The County is responsible for ensuring that any renter has access to the space, as well as securing the Center after each rental period. The County is responsible for inspecting the Center for damage before and after each rental period. The County is liable for damage to any County or UVEC property as a result of acts by County renters. County shall not be liable for damage to UVEC property in areas UVEC is required to secure, pursuant to section 2(a)(xiv) above, should UVEC fail to secure such areas.
- (c) UVEC may use the Center outside of the hours of operation identified in Section 2(a)(ii) above so long as the County has not otherwise rented the space during that time to another entity or person pursuant to this section. UVEC does not have to notify the County of its use of the Center outside of the hours of operation so long as the use complies with this paragraph.

(d) Rentals, rates and administrative fees shall be consistent with the Orange County Facilities Use Policy and the Orange County Fee Schedule. The County shall designate which, if any, rooms within the Center may be available for rent to the public or to local community groups, except that the UVEC office and the storage closet shall not be available for rent to the public.

#### **10. Termination and Renewal**

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five (5) year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to UVEC if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by UVEC's operation of the Center.

#### **11. Reorganization or Dissolution**

Should UVEC undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and UVEC will vacate the Center premises.

#### **12. Relationship of the Parties**

UVEC is a contractor of County. UVEC is not a partner, agent, employee, or joint venture of the County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

#### **13. Approvals, Amendments, Notices.**

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

#### **14. North Carolina Law.**

North Carolina law will govern the interpretation and construction of this Agreement.

#### **15. Entire Agreement.**

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

**16. Severability.**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.


SIGNATURE PAGE TO FOLLOW

Signers for UVEC and the County certify that they are authorized to enter this agreement.

  
\_\_\_\_\_  
United Voices of Efland Cheeks - President

Elvira M. McBane  
Printed Name

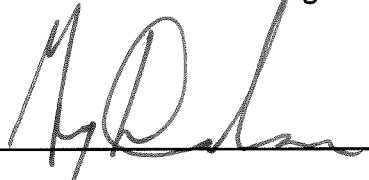
6/19/2017  
Date

  
\_\_\_\_\_  
Orange County Manager

Bonnie B. Hammersley  
Printed Name

6/28/17  
Date

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

  
\_\_\_\_\_  
Office of the Chief Financial Officer