

CENTRAL PINES REGIONAL COUNCIL

BOARD OF DELEGATES MEETING AGENDA

Wednesday, August 27, 2025 | 6:00 – 8:00 pm

Central Pines Conference Room & Virtual

Chair Byron McAllister Presiding

1. Call to Order 6:00 pm

- a. Call to Order
Byron McAllister, Chair
- b. Roll Call
Beth Seidel, Clerk to the Board
- c. Declaration of Quorum
Byron McAllister, Chair
- d. Get to Know CPRC
Byron McAllister, Chair

2. Review of Agenda 6:05 pm

- a. Review of Agenda
Byron McAllister, Chair
Potential Action: Chair McAllister will approve

3. Presentations & Recognition 6:10 pm

- a. Recognition of Immediate Past Chair Brett Gantt
Presenters: Byron McAllister, Chair
Potential Action: None – Information Only
- b. Recognition of Past 1st Vice Chair Randee Haven O'Donnell
Presenters: Byron McAllister, Chair
Potential Action: None – Information Only
- c. The North Carolina Children's Hospital – A new anchor for our region
Presenter: Andy Willis, Executive Chief Planning and Development Officer, North Carolina Children's Hospital
Potential Action: None – Information Only

4. Public Hearing

5. CPRC Program/Service Spotlight 7:00 pm

- a. Year in Review & Member Survey
Presenters: Alana Keegan, Local Government Services Director
Potential Action: None – Information Only

6. Business

7. Consent Agenda 7:20 pm

- a. Draft Minutes: May 28, 2025
- b. Contract Approval for Exult Engineering

8. Items Removed from Consent Agenda

9. Around the Region 7:25 pm

- a. Around the Region
Presenter: Byron McAllister, Chair

10. Chair's Report 7:35 pm

- a. Chair's Report
Presenter: Byron McAllister, Chair
Potential Action: None – Information Only

11. Executive Director's Report 7:40 pm

- a. Executive Director's Report
Presenter: Lee Worsley, Executive Director
Potential Action: None – Information Only

12. Other Business

- a. Other Business
Presenter: Byron McAllister, Chair

13. Adjournment 8:00 pm

Meeting Date:

August 27, 2025

Agenda Location:

Presentations & Recognition

Item Title:

Recognition of Immediate Past Chair Brett Gantt

Presenter(s):

Chair Byron McAllister

Background:

Apex Delegate Brett Gantt served as Central Pines Regional Council's Board Chair from July 1, 2024 to June 30, 2025. The Board would like to thank Past Chair Gantt for serving as CPRC's Board Chair for the last year.

Recommendation:

None-Information Only

Focus Area:

Administrative

Will Documentation Be Included for Agenda Packet:

☐ Yes ☒ No

If yes, please include documentation in the appropriate meeting folder [HERE](#).

Is Any Additional Action/Communication Required:

- ☐ Public Hearing
- ☐ Newspaper Notice Required
- ☐ Website
- ☐ Press Release
- ☒ Social Media
- ☐ Other:

Meeting Date:

August 27, 2025

Agenda Location:

Presentations & Recognition

Item Title:

Recognition of Past 1st Vice Chair Randee Haven O'Donnell

Presenter(s):

Chair Byron McAllister

Background:

Carrboro Delegate Randee Haven O'Donnell served as Central Pines Regional Council's 1st Vice Chair from July 1, 2024 to June 30, 2025. The Board would like to thank Delegate O'Donnell for her service as 1st Vice Chair.

Recommendation:

None-Information Only

Focus Area:

Administrative

Will Documentation Be Included for Agenda Packet:

☐ Yes ☒ No

If yes, please include documentation in the appropriate meeting folder [HERE](#).

Is Any Additional Action/Communication Required:

- ☐ Public Hearing
- ☐ Newspaper Notice Required
- ☐ Website
- ☐ Press Release
- ☒ Social Media
- ☐ Other:

Meeting Date:

August 27, 2025

Agenda Location:

Presentations & Recognition

Item Title:

The North Carolina Children's Hospital – A New Anchor for our Region

Presenter(s):

Mr. Andy Willis, Executive Chief Planning and Development Officer, North Carolina Children's Hospital

Background:

UNC Health and Duke Health are partnering to create and build a world-class children's health system, starting with the first freestanding children's hospital in the Carolinas.

North Carolina Children's will be built upon the combined 150 years of expertise, exceptional care, groundbreaking research and teaching excellence provided by both health systems and the Duke and UNC schools of medicine.

NC Children's flagship hospital will have approximately 500 acute care beds. The 100-acre campus will also be home to a comprehensive behavioral health center with dedicated child and adolescent psychiatric beds.

The NC Children's campus also will include an ambulatory center of excellence, research and teaching facilities and resources for families such as the Ronald McDonald House. Space is also planned for hotels, restaurants and businesses to support children and their families who are traveling for care.

UNC and Duke Health recently announced a location for the hospital in Apex, NC, near the intersection of NC 540 and US 1.

Staff from NC Children's Hospital will be at the meeting to discuss the project, why a free-standing children's hospital is needed, and why the hospital is something that will benefit and should be of interest to the entire region.

**Excerpts of Background are from the North Carolina Children's Website [NC Children's Hospital](#)

Recommendation:

None-Information Only

Focus Area:

Community & Economic Development

Will Documentation Be Included for Agenda Packet:

- ☐ Yes ☐ No

If yes, please include documentation in the appropriate meeting folder [HERE](#).

Is Any Additional Action/Communication Required:

- ☐ Public Hearing
- ☐ Newspaper Notice Required
- ☐ Website
- ☐ Press Release
- ☐ Social Media
- ☐ Other:

Meeting Date:

August 27, 2025

Agenda Location:

Presentations & Recognition

Item Title:

Year in Review & Member Survey

Presenter(s):

Alana Keegan, Local Government Services Director

Background:

Each year, Central Pines Regional Council develops a *Year in Review* to highlight the successes, milestones, and achievements of the past year. This document provides members with a snapshot of the Council's work across the region, showcasing key projects, initiatives, and partnerships that advanced our mission.

In addition, the *Annual Member Survey* serves as an important tool to gather feedback from our members, partners, and stakeholders. The survey results help guide priorities for the coming year, ensuring that our programs and services remain responsive to member needs and aligned with regional goals. Together, the *Year in Review* and *Annual Member Survey* provide both a look back at accomplishments and a pathway forward through member input and engagement.

Recommendation:

None-Information Only

Focus Area:

Member Support & Strategy

Will Documentation Be Included for Agenda Packet:

☐ Yes ☒ No

If yes, please include documentation in the appropriate meeting folder [HERE](#).

Is Any Additional Action/Communication Required:

- ☐ Public Hearing ☐ Other:
- ☐ Newspaper Notice Required
- ☐ Website
- ☐ Press Release
- ☐ Social Media

CENTRAL PINES REGIONAL COUNCIL

BOARD OF DELEGATES MEETING AGENDA

Wednesday, May 28, 2025 | 6:00 – 8:00 pm

Central Pines Conference Room & Virtual

Chair Brett Gantt Presiding

Delegates & Alternates Attending:

Wilma Laney, Aberdeen
Sheveil Harmon, Angier
Brett Gantt, Apex
Thomas Beal, Broadway
Randee Haven O'Donnell, Carrboro
Jennifer Robinson, Cary
Amanda Robertson, Chatham County
DeDreana Freeman, Durham
Michelle Burton, Durham County
Kathleen Ferguson, Hillsborough
Matt Hughes, Hillsborough (A)
Chris Deshazor, Holly Springs
Mark Swan, Knightdale
Kirk Smith, Lee County
Katy Garcia, Micro
Jean Hamilton, Orange County
Sally Greene, Orange County (A)
Jerry Williams, Pinebluff
Jeff Morgan, Pinehurst
Pamela Baldwin, Pittsboro
Stacy Johnson, Princeton
Mitchell Silver, Raleigh

Ronnie Currin, Rolesville
Rebecca Salmon, Sanford
Byron McAllister, Selma
Susan Evans, Wake County
Nick Sliwinski, Wake Forest
Rick Hutchinson, Whispering Pines

CPRC Staff Attending:

Autumn Cox, Regional Ombudsman
Jenny Halsey, Assistant Executive
Director
Jenisha Henneghan, Area Agency on
Aging Director
Alana Keegan, Local Government
Services Director
Carolyn Pennington, Regional
Ombudsman
Lindsay Whitson, Community &
Economic Development Director
Lee Worsley, Executive Director

Guests Attending:

Cody Morris, Kenan Institute

1. Call to Order

6:00 pm

- a. Call to Order
Brett Gantt, Chair
- b. Roll Call
Alana Keegan, Local Government Services Director
- c. Declaration of Quorum
Brett Gantt, Chair

Chair Brett Gantt called the meeting to order at 6:02 pm and reviewed the process for hybrid meetings. Alana Keegan, Local Government Services Director, completed the Roll Call and it was determined there was a quorum present at the meeting.

d. Get to Know CPRC
Brett Gantt, Chair

Chair Gantt shared from the minutes of the November 20, 1980, Triangle J Council of Governments Board meeting. At this meeting, the Triangle J Council of Governments Board of Delegates reviewed an economic report by Lee Capps and James A. Street analyzing Region J's growth trends.

The study found that the region's population was growing more than twice as fast as national and state averages and was projected to reach 763,000 by 1990—a 22% increase from 1978. Half of the growth from 1960 to 1978 was due to in-migration. The region also had a notably high employment rate of 52%, suggesting a tight labor market that would require new businesses to import workers or invest in training. Employment growth from 1970 to 1978 varied across the region: manufacturing in rural counties like Chatham, Johnston, and Lee; government jobs in Wake and Orange; and a rise in service industries in Durham.

2. Review of Agenda

6:05 pm

a. Review of Agenda
Brett Gant, Chair

Potential Action: Chair Gantt will approve

Chair Gantt reviewed the agenda and declared that the agenda was approved.

3. Presentations & Recognition

6:10 pm

a. Economic Briefing and Regional Economic Analysis

Presenter: Cody Morris, Senior Economic Research Analyst, Kenan Institute of Private Enterprise

Potential Action: None – Information Only

The Frank Hawkins Kenan Institute of Private Enterprise is a fabulous resource in our region that helps to develop and promote innovative, market-based solutions to vital economic issues. The Institute aims to foster an entrepreneurial spirit to stimulate economic prosperity and improve the lives of people in North Carolina, across the country and around the world. In recent years, the organization has taken on a pivotal role in economic analysis and data collection that can help local governments understand the broader economic environment and the ways that economic growth is impacting our region.

Cody Morris, a Senior Economic Research Analyst and North Carolina lead for the Institute provided a high-level overview of the state of our economy and factors that the Board and individual local governments

should consider in upcoming decisions such as tariffs, bond market shifts, and changes in local industries. He also discussed the Institute's analysis on the Raleigh-Durham metro, through the American Growth Project, which looks holistically at the CPRC region to understand productivity, primary sectors, and future growth.

After several questions from members of the Board, Chair Gantt thanked Mr. Morris for his presentation.

4. Public Hearing

5. CPRC Program/Service Spotlight

6:50 pm

a. World Elder Abuse Awareness

Presenters: Jenisha Henneghan, Area Agency on Aging Director & Autumn Cox, Regional Ombudsman

Potential Action: None – Information Only

World Elder Abuse Awareness Day (WEAAD) is observed annually on June 15th. This day serves as a global call to action to raise awareness of the abuse, neglect, and exploitation experienced by older adults. As our population ages, ensuring the safety, dignity, and rights of older individuals becomes increasingly critical.

WEAAD highlights the importance of community engagement and education in preventing such mistreatment, empowering both older adults and those who care for them to recognize and respond to abuse.

Ombudsmen serve as dedicated advocates for residents in long-term care facilities, working to protect their rights and well-being. By providing education during WEAAD events, the Ombudsman program raises awareness not only among care providers but also within the broader community. Their efforts help ensure that residents and their families understand how to identify and report abuse, fostering safer, more responsive care environments.

6. Business

7:10 pm

a. Consideration of Central Pines Regional Council Fiscal Year 2025-2026 Budget

Presenters: Lee Worsley, Executive Director

Potential Action: Place on Consent Agenda

On April 21, 2025, Central Pines Executive Director Lee Worsley submitted the Fiscal Year 2025-26 Recommended Budget to members and alternates of the Board of Delegates and the managers of CPRC's member governments.

The Executive Director presented the Recommended Budget during the April 23, 2025, meeting, and the Board held the required Public Hearing. No members of the public spoke during the Public Hearing, and the Board did not request any changes to the Budget.

Since the presentation of the Recommended Budget, several changes have been made to the budget document to reflect additional information received since April 23. The final recommended budget is \$36,356,099, which is an additional \$653,429 decrease from the originally recommended budget of \$37,009,528. Those changes include:

- Removing EDA funding since there is uncertainty about the program's continuation. This required reallocating the Community and Economic Development Director and a Senior Planner to other projects.
- Reallocating the Southeast Region Crescent Authority funding to contractual due to newly announced indirect and fringe cost caps from the Authority and the President's identification of the Authority as an agency to be eliminated. This required reallocating the Community and Economic Development Director to other projects.
- At Lee County's request, removing the grant administration of the historic Lee County Courthouse and returning administration to Lee County. This required reallocating the Community and Economic Development Director and a Planner I to other projects.
- As a result of the potential elimination of EDA funding, Southeast Crescent funding, and the removal of a project from Lee County, the newly proposed Planner I in the Environment and Resilience area was reduced to a Planning Assistant position, and the position was reduced to 80% from 100%. Additionally, member dues funding for the Water Resources Program Manager was fully removed, and the position was reallocated fully to project funding.
- CPRC has been notified of a \$40,000 contract with the Community Land Trust in Orange County. The 5% for the Senior Planner shifted off EDA will move to this project.
- CPRC has been notified of a \$12,000 grant from the NC Tobacco Trust to support Sanford as part of their Sanford Agriculture Marketplace project. Some time for the Planner I shifted off the Lee County project and was added to this project.
- The first of four planned funding years for a Federal Department of Energy (DOE) grant (TEST Program) is scheduled to end on August 15, 2025. Despite numerous requests, we have not guaranteed that the funding will continue. As a result, we are not budgeting the funding going forward at this time.
- Central Pines has housed the Clean Cities Program, another US DOE program, for nearly two decades. Recent US House budget actions

put the program at risk, so it is not in the budget for next year. The uncertainty of TEST and Clean Cities requires a reduction in force of one filled CPRC position, effective August 15, 2025.

- The Administration and Non-Departmental Budgets have been reduced significantly. The indirect percentage has dropped from 42.8116% in the Recommended Budget to 38.8684%, lower than last year's indirect percentage. As a result, many administrative items have been significantly reduced.

The CPRC Board of Delegates was asked to consider Resolution 2025-05-01 as part of the Consent Agenda. The Resolution includes the Fiscal Year 2025-26 Budget Resolution, the proposed Pay and Classification Tables for Central Pines Regional Council, and the Triangle West TPO, which CPRC acts as an administrative host.

- b. Nominating Committee Report for 2025-2026 Officers
Presenter: Butch Lawter, Nominating Committee Chair
Potential Action: Consider recommendations of Nominating Committee, solicit any nominations from the floor, vote on FY25-26 Board Officers

DeDreana Freeman was standing in for Nominating Chair Butch Lawter. The Nominating Committee has completed its deliberations and presents its recommendation herein for the 2025-2026 Central Pines Regional Council Officers. The Committee considered all expressions of interest by Board Members and an effort was made to select candidates who have demonstrated commitment to regionalism.

After due consideration, the Nominating Committee submits the following nominations for election to the respective offices named:

- Chair: Byron McAllister
- First Vice Chair: Susan Evans
- Second Vice Chair: Sheveil Harmon
- Secretary/Treasurer: Chris DeShazor

Although not an elected office, Brett Gantt will serve as Immediate Past Chair.

The proposed slate of officers was moved to the Consent Agenda.

7. Consent Agenda

7:30 pm

- a. Recommended Fiscal Year 2025-2026 Budget (Resolution 2025-05-01)
- b. Draft Minutes: April 23, 2025
- c. Nominating Committee Report

Action: Adoption of Consent Agenda
Motion: Delegate Ronnie Currin
Second: Delegate Kathleen Ferguson

Vote: Approved unanimously by roll call

8. Items Removed from Consent Agenda

9. Around the Region

7:35 pm

a. Around the Region

Presenter: Brett Gantt, Chair

Chair Gantt asked the group what the biggest surprise they've had in their experience serving as an elected official. Some of the responses included:

- The amount of time it takes to get through the grocery store
- You get more objections to taking down a water tower than putting one up
- People have a lot more excitement and fervor for changing the number of minutes in a downtown parking space than over the budget
- How much people think they have control over things
- Inflation when it comes to bids
- People want things done yesterday, but it doesn't happen that way
- The amount of change that's taken place in 24 years
- Learning about the many topics they have to know
- Awards given
- There is no one career path to be a politician
- How contentious meetings can be over the smallest issues
- How nice it is for small town people to get to work with larger communities through CPRC
- How important a duck population is at a town pond
- How slowly things move
- Many people think that their elected position is their full-time job

10. Chair's Report

7:50 pm

a. Chair's Report

Presenter: Brett Gantt, Chair

Potential Action: None – Information Only

11. Executive Director's Report

7:55 pm

a. Executive Director's Report

Presenter: Lee Worsley, Executive Director

Potential Action: None – Information Only

Executive Director Lee Worsley took a moment to recognize the outstanding work of CPRC staff and highlighted the Core Value Recognition shared during staff meetings.

- Amanda Richardson – Excellent Customer Service
- Jasmine Wilson & Jennifer Link – Solutions & Results
- Ashley Price, Jasmine Wilson, & Jennifer Link – Data Driven Decision Making
- Eve He – Excellent Customer Service
- Finance Team – For their help with the Albemarle Commission's Finance System
- Grant Writing Team
 - Chatham County - \$350,000 grant for energy assessments in 10 county facilities and retrofits in two of those buildings
 - Orange County - \$196,000 grant to install solar at the Cedar Grove Community Center

Delegate Ronnie Currin noted that Executive Director Lee Worsley was also a large part of the COG's success since his time here.

The Local Government Career Expo will be Saturday, June 7, one at the Friday Center in Chapel Hill and one at the Rocky Mount Event Center. This event is to promote the value of working for local government. Jurisdictions can still sign up through Friday.

12. Other Business

- a. Other Business
Presenter: Brett Gantt, Chair

Delegate Byron McAllister mentioned the passing of Smithfield Council Member Marlin Lee. He has served on their Board since 2013.

Delegate DeDreana Freeman recognized Chair Gantt for his service and leadership.

13. Adjournment

8:00 pm

With there being nothing further, Chair Gantt adjourned the meeting at 8:10 pm.

Meeting Date:

August 27, 2025

Agenda Location:

Consent

Item Title:

Contract Approval – Exult Engineering

Presenter(s):

Matt Day, Transportation Director

Background:

As part of our project supporting the coordination of transportation planning activities in the region, CPRC administers an “Intelligent Transportation Systems (ITS) Work Group” that meets regularly to coordinate on the planning and implementation of regional ITS projects. Due to the technical nature of this work, we have determined that it is helpful to have a knowledgeable consultant team assist us with these tasks on an ongoing basis. The funding to pay for this work is provided by the Capital Area Metropolitan Planning Organization and the Triangle West Transportation Planning Organization.

We have recently completed an RFQ process for the selection of a consultant to serve in ongoing this role for FY26 through FY30 – Exult Engineering. While we do not yet know the final total cost of the contract since annual budgets for this work will be determined on a year-by-year basis, we believe that the total cost over the five years is likely to exceed \$50,000 and therefore the contract requires approval by this board.

Recommendation:

Place on Consent Agenda

Focus Area:

Mobility & Transportation

Will Documentation Be Included for Agenda Packet:

☒ Yes

☐ No

If yes, please include documentation in the appropriate meeting folder [HERE](#).

Is Any Additional Action/Communication Required:

☐ Public Hearing

☐ Press Release

☐ Newspaper Notice Required

☐ Social Media

☐ Website

☐ Other:

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Contract”) is made this 27th day of August, 2025, between Exult Engineering, PC (the “Contractor”) and **CENTRAL PINES REGIONAL COUNCIL** (the "Service Recipient" or "COG").

RECITALS:

- A. Exult Engineering, PC operates and desires to enter into this agreement to provide Intelligent Transportation System Consulting Services for Central Pines Regional Council.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. SERVICES TO BE PROVIDED BY CONTRACTOR

- a. See **Exhibit A** attached hereto and herein incorporated by reference (“Scope – Description of Services for Fiscal Year 2026”). Additional exhibits (B through E) will be attached in future years as new annual task orders are developed and approved for Fiscal Years 2027 through 2030. Work will be completed in a timely manner acceptable to COG in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
- b. Records Maintenance. Contractor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

2. OBLIGATIONS OF COG.

- (a) COG hereby agrees to compensate Contractor at a rate consistent with the fee defined in the annual task orders for this project (see Exhibits A through E) for services rendered, with total payments not to exceed \$250,000.

3. TERM

- (a) The initial term of the Agreement shall commence September 1, 2025 and end June 30, 2030, unless sooner terminated as provided herein.
- (b) Work will be carried out on an annual basis following the COG fiscal year (July 1 through June 30), based on annual task orders containing scope and fee information jointly agreed to by the Contractor and the COG.

4. **TERMINATION FOR CONVENIENCE.** The COG may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the COG to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the COG be turned over to it and become its property. If the Contract is terminated by the COG in accordance with this section, the COG will pay Contractor at the rate set out above for all services performed as of the date of termination.
5. **TERMINATION FOR DEFAULT.** At any time, COG may terminate this Contract immediately and without prior notice if Contractor is unable to meet goals and timetables or if COG is dissatisfied with the quality of services provided.
6. **TERMS AND METHODS OF PAYMENT.** Contractor shall submit to the COG quarterly invoices itemized by service provided, the work completed (as a percentage of total work), the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the COG. Such invoices shall be submitted within ten (10) days of the end of each quarter. The COG shall process payments to Contractor within forty-five (45) days of submission of such invoices. Invoices should be sent to Matt Day, Transportation Director (mday@centralpinesnc.gov), for review and approval.
7. **CONTRACT FUNDING.** It is understood and agreed between Contractor and the COG that the COG's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. **RELATIONSHIPS OF PARTIES**
 - (a) In performing the professional services and obligations under this Agreement, Exult Engineering, PC, shall at all times be acting and performing as an independent contractor to Service Recipient and not as an agent of Service Recipient. Nothing in this Agreement shall be deemed to constitute the parties as joint employers, joint ventures, partners or anything other than independent contractors.

9. INSURANCE

- (a) Exult Engineering, PC, agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverage:
 - (1) Worker's compensation insurance as required by the State of North Carolina.
 - (2) Professional liability insurance of not less than one million dollars (\$1,000,000) for any occurrence.
 - (3) Professional Errors and Omissions liability insurance with one million dollars (\$1,000,000) per occurrence or per claim.
- (b) Exult Engineering, PC, shall procure and maintain, and shall cause any

subcontractors of Exult Engineering, PC, to procure and maintain, the minimum insurance coverage listed herein and shall name Service Recipient as an additional insured on these insurance policies. Such coverage shall be procured and maintained with forms and insurers reasonable acceptable to Service Recipient. All coverage shall be continuously maintained to cover liabilities, claims, demands and other obligation assumed by Exult Engineering, PC. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (c) A Certificate of Insurance shall be completed by Exult Engineering, PC's insurance agent(s) and provided to Service Recipient as evidence that the Exult Engineering, PC, policies provide the required coverage, conditions, minimum limits set forth herein and such Certificate shall include a provision that Service Recipient shall be provided no less than thirty (30) days written notice prior to a reduction in coverage, or any other material change in any policy, of insurance required hereunder.
- (d) Service Recipient reserves the right to request and receive a certified copy of any policy and any endorsements thereto. Exult Engineering, PC, agrees to execute any and all documents as are reasonably necessary to allow Service Recipient access to any and all insurance policies and endorsements pertaining to this Agreement.
- (e) The parties thereto understand and agree that Service Recipient, its officers and its employees are relying on and do not waive or intend to waiver any provision of the Agreement, the monetary limitations, or any other rights, immunities and protections or other defenses available to Service Recipient, its officers or its employees.

10. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless COG, and COG's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, members, partners, agents, employees, Subconsultants, or Contractor's Subcontractors.

11. COMPLIANCE WITH LAWS

In providing the services described herein, Exult Engineering, PC agrees to remain

in complete compliance with all laws of the United States and the state of North Carolina, including any divestment list by the State of North Carolina and federal or state debarment or suspension lists, including but not limited to:

- 1) Contract agreements funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under Uniform Guidance (2 C.F.R. Part 200).
- 2) North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the E-verify requirements of N.C. General Statutes §64-26(a). If Contractor or any Contractor's subcontractors, are subject to the provisions of N.C. General Statutes §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.
- 3) By acceptance of this Contract Agreement, Contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S 143-6A-4, Iran Divestment Act Certification.
- 4) Service Recipient shall have the right to audit all non-client records of Exult Engineering, PC relating to Services provided by Exult Engineering, PC as necessary to ensure substantial compliance with all such laws.

12. AMENDMENTS

This Agreement may be amended at any time by written instruments executed by the authorized officials of Exult Engineering, PC, and Service Recipient.

13. SEVERABILITY

If any provision of this Agreement, or any portion hereof, is found to be invalid, illegal or unenforceable, under any applicable statute of law, then such provision or portion thereof shall be deemed omitted and the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

14. GOVERNING LAW

This Agreement shall be construed under the laws of the State of North Carolina. Central Pines Regional Council shall be the venue for any legal proceedings commenced hereunder.

15. MODIFICATION TO COMPLY WITH LAW

In the event that any one or more of the terms of this Agreement, through no act or omission of Exult Engineering, PC, (i) determined to be unlawful or invalid under state or federal law or (ii) jeopardizes or causes the loss of the federal or state tax-exempt status of either Exult Engineering, PC, or any of its affiliated corporation, the parties agree to reform this Agreement (i) to eliminate the illegality or invalidity and (ii) to revise any provision which jeopardizes or causes loss of the tax-exempt status, so that after the revision Exult Engineering, PC, (or the affiliated corporation)

will qualify or continue to qualify for tax-exempt status. In the event an enforcement action is brought or threatened against any party, or an audit or examination is commenced with response to any party by any agency of the state or federal government having jurisdiction over the subject matter of this Agreement, the parties hereto agree to reform this Agreement to eliminate or revise its terms in a manner to resolve favorable the enforcement action, threatened enforcement action, audit or examination.

In reformation of this Agreement pursuant to this Section 16, to the greatest extent possible consistent with law and Exult Engineering, PC's tax-exempt status, Exult Engineering, PC, and Service Recipient will preserve the financial benefits to which Service Recipient is entitled under this Agreement.

16. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered in person or sent Registered or Certified United States Mail, return receipt requested, postage prepaid, or by recognized courier addressed as follows:

If to Contractor:

Exult Engineering
Attn: Cole Dagerhardt
203 W Millbrook Rd,
Suite 200
Raleigh, NC 27609

If to Service Recipient:

Central Pines Regional Council
Attn: Matt Day
4307 Emperor Blvd,
Suite 110
Durham, NC 27703

17. ENTIRE AGREEMENT

This Agreement and the Exhibits thereto contain the entire understanding of Exult Engineering, PC, and Service Recipient with respect to the subject matter thereof, and supersede all negotiations, prior or contemporaneous discussions, agreements or understanding whether written or oral.

18. ASSIGNMENT

This Agreement may not be assigned, delegated or transferred by either party hereto by contract or other agreement, operation of law (including merger) or otherwise

without the express written consent of the other party, which shall not be reasonably withheld, conditioned or delayed; notwithstanding the foregoing; however, Exult Engineering, PC, may assign this Agreement and its obligations, hereunder to any party controlling, controlled by or under common control with Exult Engineering, PC, provided Exult Engineering, PC, guarantees the performance of all the Exult Engineering, PC's obligations under this Agreement and provides Service Recipient prior notice of such assignment. Assignment of a franchised service would require approval by the party which granted the franchise initially.

19. AUTHORITY

Signatures below represent and warrant that they are duly empowered to execute this Agreement.

20. STRICT COMPLIANCE

No failure by the parties herein to insist upon the strict performance of any Covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any such covenant, agreement, term and condition of this Agreement shall continue in full force and effect with response to any other than existing or subsequent breach thereof.

21. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**Exult Engineering, PC
(Contractor)**

By: _____

Title:

**Central Pines Regional Council
(Service Recipient)**

By: _____

Title:

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

Exhibit A
(Scope – Description of Services)



EXHIBIT A – DESCRIPTION OF SERVICES FOR FISCAL YEAR 2026

SCOPE OF SERVICES

PROJECT UNDERSTANDING

Exult Engineering (Contractor) understands that Central Pines COG (COG) desires for the Contractor to engage with the Regional ITS Work Group to further advance ITS projects through planning and implementation phases within the Region in accordance with the ITS Deployment Roadmap.

TASK 1 – PROJECT ADMINISTRATION FY 26

Contractor will maintain constant communication and coordination with Central Pines COG staff as the project progresses. Prior to the Regional ITS Working Group meetings, Contractor will hold a virtual preparation meeting with Central Pines COG to identify agenda and meeting details.

Progress reports will be submitted quarterly with the project invoices to the Central Pines COG project manager.

DELIVERABLES:

- Quarterly Progress Reports and Invoices
- Facilitate preparation meetings in advance of up to four Regional ITS Working group Meetings

TASK 2 – STAKEHOLDER ENGAGEMENT FY 26

Contractor will facilitate four Regional ITS Working Group Quarterly Meetings from Q3 of 2025 to Q2 of 2026. The first meeting is currently scheduled to be on September 16, 2025. Two of the four meetings are anticipated to take place in-person. Contractor will prepare for, facilitate, and provide meeting summaries of the meetings.

Between the Quarterly ITS Working Group Meetings, Contractor will follow up with agencies on detailed discussion points and may hold small group or individual discussions with varying agencies, as needed, to discuss steps toward advancing ITS initiatives. Contractor may conduct up to four (4) focus group meetings for more detailed input or to supplement where no feedback had been previously provided.

DELIVERABLES:

- September 2025 Regional ITS Working Group Meeting facilitation and summary
- December 2025 Regional ITS Working Group Meeting facilitation and summary
- March 2026 Regional ITS Working Group Meeting facilitation and summary
- June 2026 Regional ITS Working Group Meeting facilitation and summary
- Focus Group meeting/discussions (up to 4 meetings total)





TASK 3 – TECHNICAL ASSISTANCE AND PROGRAM MANAGEMENT FY 26

Contractor will support the Region with carrying out various ITS support priorities within FY 26. Contractor has allocated up to 32 hours of support for these tasks and will not proceed on this task unless first approved by Central Pines. These priorities/tasks may include:

- Preparation of presentation materials for Central Pines and/or MPOs to use for advocacy/awareness of ITS efforts
- Further development of specific tasks within the ITS Roadmap
- Additional meetings/workshops requested by Central Pines
- Evaluation of grants/funding opportunities for specific tasks

DELIVERABLES:

- May vary depending on assigned tasks.

ADDITIONAL SERVICES

Any services requested that are not specifically provided for in the above scope will be billed as additional services and performed at our hourly rates.

SCHEDULE

This scope of services is anticipated to be the first of up to five separate tasks. This scope of services is for tasks to be completed between September 1, 2025 – June 30, 2026.

FEES AND EXPENSES – BASIC SERVICES

Central Pines COG shall pay Exult Engineering for the services listed in the above “Scope of Services” section. Exult Engineering’s compensation will be a Lump Sum amount of \$40,000 based on the following estimated distribution of compensation:

Task 1	Project Administration FY 26	\$4,000
Task 2	Stakeholder Engagement FY 26	\$28,000
Task 3	Technical Assistance and Program Management FY 26	<u>\$8,000</u>
Total Lump Sum Fee		\$40,000

Exult may alter the distribution of compensation between individual tasks noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by Central Pines COG.

The Lump Sum includes compensation for Exult's services and services of Exult's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses.

The portion of the Lump Sum amount billed for Exult's services will be based upon Exult's estimate of the percentage of the total services actually completed during the billing period.

Period of Service: The compensation amount stipulated above is conditioned on a period of service not exceeding 10 months. If such period of service is extended, the compensation amount for Exult's services will be appropriately adjusted

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Exult project number.

Central Pines COG shall pay Exult Engineering for Additional Services an amount equal to the cumulative hours charged by each class of Contractor 's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

Exult Engineering Hourly Rates for Additional Services	
Billing Classification	Billing Rate
Senior Transportation Engineering Specialist III	\$335/hour
Senior Transportation Engineering Specialist II	\$260/hour
Senior Transportation Engineering Specialist I	\$240/hour
Senior Transportation Engineer III	\$220/hour
Senior Transportation Engineer II	\$205/hour
Senior Transportation Engineer I	\$190/hour
Engineer/Planner IV	\$180/hour
Engineer/Planner III	\$175/hour
Engineer/Planner II	\$165/hour
Engineer/Planner I	\$145/hour
Engineering Associate III	\$135/hour
Engineering Associate II	\$130/hour
Engineering Associate I	\$110/hour
Administrative II	\$135/hour
Administrative I	\$115/hour