



AGENDA ITEM REPORT

Forsyth County

MEETING DATE: April 22, 2021

**CONTRACT
NUMBER:**

**STAFF
CONTACT:**

DEPARTMENT:

SUBJECT:

A. RESOLUTION AUTHORIZING AN APPROPRIATION OF FUNDS TO GREATER WINSTON-SALEM INC. FOR CONTINUED DEVELOPMENT AND REFINEMENT OF THE ADVANCED AIR MOBILITY STRATEGIES FOR AN UNMANNED AIRCRAFT SYSTEM INDUSTRY IN FORSYTH COUNTY (AIRPORT DEPARTMENT)

B. AMENDMENT TO THE FY 2020-2021 BUDGET ORDINANCE TO APPROPRIATE AIRPORT FUND BALANCE TO GREATER WINSTON-SALEM INC. FOR CONTINUED DEVELOPMENT AND REFINEMENT OF THE ADVANCED AIR MOBILITY STRATEGIES FOR AN UNMANNED AIRCRAFT SYSTEM INDUSTRY IN FORSYTH COUNTY

ATTACHMENTS: [Resolution-2021-100 - unmanned aircraft system funds- Chamber - Pdf](#)
[Kyle W Wolf - Pdf](#)

EXECUTIVE SUMMARY

BACKGROUND INFORMATION:

This item is necessary to approve another agreement with Greater Winston-Salem Inc. to continue development of the UAS industry and to appropriate \$150,000 of unreserved Airport fund balance for this purpose. Specific deliverables are the continued development of an Unmanned Traffic Management Concept of Operations building on and refining the preliminary recommendations from the Federal Aviation Administration and North Carolina Department of Transportation; development of a proposal to submit to NASA's National Campaign to include Winston-Salem and Forsyth County as a partner location for Advanced Air Mobility focused research and testing, and preparation of Requests for Proposals for specific capital infrastructure investment necessary to meet industry requirements including radar and weather sensing equipment.

RESOLUTION AUTHORIZING AN APPROPRIATION OF FUNDS TO GREATER WINSTON-SALEM INC. FOR CONTINUED DEVELOPMENT AND REFINEMENT OF THE ADVANCED AIR MOBILITY STRATEGIES FOR AN UNMANNED AIRCRAFT SYSTEM INDUSTRY IN FORSYTH COUNTY (AIRPORT DEPARTMENT)

WHEREAS the Aerotropolis study regarding the future of aviation in Forsyth County was created with broad community participation and was facilitated by Greater Winston-Salem Inc.;

WHEREAS the Aerotropolis study determined that the development of Smith Reynolds Airport and the aviation sector is a key economic development strategy and the study specifically identified the growth of the Unmanned Aircraft Systems (UAS) industry as a major growth area in the aviation sector and an opportunity for Forsyth County;

WHEREAS Forsyth County contracted with Greater Winston-Salem Inc. for the development of a UAS strategic plan and a report has been finalized and distributed highlighting further actions necessary to develop the UAS industry in Forsyth County; and

WHEREAS Greater Winston-Salem Inc. has requested \$150,000 from Forsyth County to continue intensive engagement with community partners and technical regulators and research and to evaluate specific capital infrastructure investments necessary to develop the UAS industry in Forsyth County, including finalizing development of an Unmanned Traffic Management Concept of Operations, developing a proposal to NASA's National Campaign to include Forsyth County and Winston-Salem as a partner location for Advanced Air Mobility focused research and testing, and preparing Requests for Proposal for specific capital infrastructure investment necessary to meet industry requirements including radar and weather sensing equipment;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an agreement with Greater Winston-Salem Inc. in the amount of \$150,000, over a five-month period, to finalize development of an Unmanned Traffic Management Concept of Operations, develop a proposal to NASA's National Campaign to include Forsyth County and Winston-Salem as a partner location for Advanced Air Mobility focused research and testing, and preparation of Requests for Proposal for specific capital infrastructure investment necessary to meet industry requirements including radar and weather sensing equipment, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 22nd day of April 2021.

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this ___ day of ____, ____, by and between Forsyth County, North Carolina (the "County"), and Greater Winston-Salem Inc. (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

- 1. Services.** The Provider shall perform activities to finalize development of an Unmanned Traffic Management Concept of Operations, develop a proposal to NASA's National Campaign to include Forsyth County and Winston-Salem as a partner location for Advanced Air Mobility focused research and testing, and prepare Requests for Proposal for specific capital infrastructure investment necessary to meet industry requirements including radar and weather sensing equipment. The Provider may subcontract services as needed without bidding.
- 2. Term.** The services of the Provider shall begin on May 1, 2021, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until October 1, 2021 (5 months).
- 3. Compensation.** As full compensation for the Provider's services, the County agrees to pay the Provider a grant in the sum of \$150,000. The Provider shall bill the County upon execution of the agreement and the County shall pay the Provider within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed One Hundred Fifty Thousand Dollars.
- 4. Independent Contractor.** The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. The Provider shall provide monthly reports on any actions being taking to implement services, beginning June 6, 2021. Reports should contain line item accounting of expenses reimbursed in accordance with scope of work, including by any sub-contractor. Failure to provide any required Report shall constitute a breach of this Agreement. The Provider shall provide to the County no later than October 1, 2021, all contracted deliverables, to include a UTM Concept, a written proposal to NASA, and RFPs for infrastructure, as described in Section 1.

6. Records, Audit. The Provider agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Provider as may reasonably be requested by the County. The Provider agrees that the County shall have access to the records and premises of the Provider at all reasonable times, and the Provider agrees to submit such reports as the County shall request pertaining to the funds granted herein or the operation of the Provider. The Provider shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The Provider shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Provider.

7. Termination. The County may terminate this Agreement for any violation thereof by Provider. In the event of termination, the Provider shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds, including providing any cash grant or loan to a private company;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible;
- e. Failure to make satisfactory progress in completion of the Services;

8. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
Kyle Haney, Economic Development Program Administrator
Forsyth County Community & Economic Development
201 N Chestnut Street,
Winston-Salem, NC 27101
haneyjk@forsyth.cc

For the Provider:
Mark Owens, President & CEO
Greater Winston-Salem Inc.
411 West Fourth Street, Suite 211
Winston-Salem, NC 27101
markowens@winstonsalem.com

10. Assignment. The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Provider in future years. If the Provider experiences any material changes in its financial support or if

there is any change which threatens its ability to carry out its mission or its Services set forth in Section 1, it must notify the County immediately.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

FORSYTH COUNTY, NORTH CAROLINA

By: _____

J. Dudley Watts, Jr, County Manager

(SEAL)

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GREATER WINSTON-SALEM INC.

By: _____

(SEAL)

Printed Name: _____

Title: _____

Date: _____

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO 2020-2021 BUDGET ORDINANCE**

FROM: Airport

MEETING DATE: April 22, 2021

Forsyth County has identified the growth of Smith Reynolds Airport and the aviation sector as a key economic development strategy through the Aerotropolis study that was overseen by Greater Winston-Salem, Inc. This study produced three strategies for implementation including infrastructure development, land use, and economic development recruitment.

Unmanned Aircraft Systems (UAS) was identified as a major growth opportunity within the aviation sector. On August 27, 2020, the Board of Commissioners approved a contract with Greater Winston-Salem, Inc. to complete and implement a strategy that would focus on Forsyth County as the center of UAS industry in North Carolina. The report has been completed and distributed and it identifies additional actions to take to continue moving this industry development forward.

This item is necessary to approve another agreement with Greater Winston-Salem, Inc. to continue development of the UAS industry and to appropriate \$150,000 of reserved fund balance for this purpose. Specific deliverables are the continued development of an Unmanned Traffic Management Concept of Operations building on and refining the preliminary recommendations from the Federal Aviation Administration and North Carolina Department of Transportation; development of a proposal to submit to NASA's National Campaign to include Winston-Salem and Forsyth County as a partner location for Advanced Air Mobility focused research and testing, and preparation of Requests for Proposals for specific capital infrastructure investment necessary to meet industry requirements including radar and weather sensing equipment.

INCREASE:	SECTION 1. REVENUES AND APPROPRIATED FUND BALANCES. GENERAL FUND RESERVED FUND BALANCE UTILIZED	\$150,000
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INCREASE:	SECTION 2. APPROPRIATIONS. GENERAL FUND AIRPORT	\$150,000
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NATURE OF TRANSACTION:
Other

APPROVED BY BOARD OF COUNTY
COMMISSIONERS AND ENTERED ON:
