

**REVISED FIRST AMENDMENT TO  
AGREEMENT FOR PARK CENTER PHASE I PUBLIC-PRIVATE PROJECTS**

This REVISED FIRST AMENDMENT TO AGREEMENT FOR PARK CENTER PHASE I PUBLIC-PRIVATE PROJECTS ("Revised First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among DURHAM COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina (the "County"), and RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA, a North Carolina non-profit corporation ("RTF").

**WITNESSETH:**

WHEREAS, on or about October 12, 2015, the County and RTF entered into that certain Agreement for Park Center Phase I Public-Private Projects ("Original Agreement"); and

WHEREAS, the Original Agreement anticipated that it would be supplemented, amended and superseded by subsequent closing documents and plans to be developed pursuant to the Original Agreement, and also anticipated that the list of the specific Phase I Infrastructure projects in the Original Agreement for which the County will share in the construction costs would be subject to revision as mutually agreed by the parties; and

WHEREAS, on or about October 10, 2016, the County approved a First Amendment to the Original Agreement pertaining to the list of the specific Phase I Infrastructure projects for which the County will share in the construction costs and the timing of the payment of the County's contribution will best serve the purposes of this public-private partnership and the anticipated benefits therefrom to the County; and

WHEREAS, as the plans for the redevelopment of Park Center have progressed, the parties agree that the First Amendment to the Original Agreement should be revised i) to reflect changes to the list of the specific Phase I Infrastructure projects, ii) to reflect changes in the timeline for the Phase I Infrastructure projects, iii) to update the estimates of local economic impact, and iv) to make other minor technical corrections.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree to amend the Original Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Original Agreement.

2. The tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) WHEREAS clauses of the Original Agreement are hereby deleted and replaced with the following single WHEREAS clause:

WHEREAS, RTF estimates and projects based on local economic development data that Park Center, once completed, will yield the following:

Total real tax contributions to Durham County are estimated to be \$68.6 million, inclusive of property, sales, transit, and other taxes:

- \$34.8 million in property taxes
- \$21.0 million in sales taxes
- \$ 4.7 million in transit taxes
- \$ 8.1 million in other taxes

Direct investment of \$1 billion  
 Direct jobs of 4,200 annually  
 Labor of \$309 million annually  
 Annual average labor of \$73,600  
 One-time, average annual direct construction jobs of 1,200

By the year 2026 Park Center is estimated to contribute \$11.3 million in annual real taxes including:

- \$5.7 million in property taxes
- \$3.5 million in sales taxes
- \$0.8 million in transit taxes
- \$1.3 million in other taxes

3. In Article I, Section 2 of the Original Agreement (*Existing Property Interests*), the words “Triangle Service Center, Inc.” are hereby deleted and replaced with the words “Park Center East, LLC.”

4. In Article I, Section 6 of the Original Agreement (*County Participation on Specific Infrastructure Projects*) the words “(see also the site plans attached as Exhibit C)” are hereby deleted.

5. In Article I, Section 6 of the Original Agreement (*County Participation on Specific Infrastructure Projects*), the following sentence is added at the end of the existing text:

“In addition, RTF and the Phase I Contractors shall comply with RTF’s minority and women-owned business policy statement, attached hereto as set forth on Exhibit C.”

6. In Article I, Section 7 of the Original Agreement (*County’s Property Interest and Dedication of a Specific Easement(s) to County*) the words “contained in the following areas shown on Exhibit C: The Common Green, The Meadow, The Canal Green, The Crossroads and The Grove” are hereby deleted.

7. In Article I, Section 8 of the Original Agreement (*Parking Available to General Public*) the words “with a minimum of 1,000 spaces” are hereby deleted.

8. The schedule set forth in Article II, Section 3 of the Original Agreement (*Disbursement of Funds*) is deleted in its entirety and replaced with the following:

- a. Reimbursements made to RTF as of June 2017 were \$0.9M supported by documentation of costs associated with Projects listed in Sections 2;
- b. Reimbursements available to RTF of \$1.1M on or after July 1, 2017 upon submission of required documentation of costs associated with Projects listed in Section 2;
- c. Reimbursements available to RTF of \$9.0M on or after July 1, 2019 upon submission of required documentation of costs associated with Projects listed in Section 2; and
- d. Reimbursements available to RTF of \$9.0M on or after July 1, 2020 upon submission of required documentation of costs associated with Projects listed in Section 2.

9. In Article II, Section 2 of the Original Agreement (***Cost Sharing from County***), the following sentence is added:

“The County and RTF shall share the cost of the Phase I PPP parking project equally.”

10. The table set forth in Article II, Section 2 of the Original Agreement (***Cost Sharing From County***) is deleted in its entirety and replaced with the following table:

Short Name	Project Description	Total Project Budget	County PPP Cost Sharing	Anticipated Completion
Parking	Public structured parking deck (anticipated to be approximately 375 spaces) for free access to public parks, retail and community events	\$9,400,000	\$4,700,000	End of Calendar year 2021
Utilities, Site Work and Wayfinding	On-site utilities, grading/site work of Park Center, to include: sewer, reclaimed water, utility duct bank, domestic water; electricity, fiber connectivity, natural gas, signage and other utilities necessary to support the overall development of the project	\$24,568,732	\$6,657,128	End of Calendar year 2020
Interior Vehicular Roadways, Bike and Pedestrian Paths	Park Center will be a vehicular, bike and pedestrian friendly community with beautifully landscaped sidewalks and streetways throughout the project. Planned jogging, biking and walking paths will be intertwined throughout the project to allow for connectivity within Park Center and to allow for a vehicular and pedestrian connection to the Frontier campus.	\$14,428,789	\$3,909,616	Mid-Calendar year 2021
Stormwater Park	Stormwater Treatment Areas, Public Park Meadow and Public Dog Park	\$3,313,991	\$897,957	End of Calendar year 2021
Stream Gardens, Central Park and Pedestrian Bridge	Park Center's Stream Gardens provides a unique public park experience for residents of Durham. Woven through the central public core of Park Center, the Stream Gardens and Park will offer a natural park stream experience with boardwalk, pedestrian bridge and jogging/walking paths. In addition to the retail public amenities and hotel/conferencing spaces that will be programmed with events, this area will serve as the central gathering place in the heart of Park Center for festivals, music, art and other events that will take place throughout the year.	\$12,472,832	\$3,379,631	Mid-Calendar year 2021
Public Splash Pad in the Central Park	Within the Central Park, a public Splash Pad and gathering lawn will provide an open area to the public for families, the RTP community and visitors to gather and experience the public lawn and water splash pad area that is adjacent to the retail core of Park Center.	\$1,681,685	\$455,668	End of Calendar year 2021
<b>Total Investment:</b>		\$65,866,029	\$20,000,000	

11. Notwithstanding the foregoing, the County and RTF agree, irrespective of the number of Phase I PPP parking spaces constructed, the parking spaces shall be constructed at a cost not to exceed \$25,000 per parking space.

12. The \$4.7 million Durham County cost sharing funds designated for construction of the Phase I PPP parking but not required for that purpose may be allocated to non-parking Phase I PPP Projects. All Durham County cost sharing funds designated for construction of specific non-parking Phase I PPP Projects may be allocated to other non-parking Phase I PPP Projects.

13. In Article I, Section 2 of the Original Agreement (), the contact person for RTF is hereby changed to "Scott Levitan."

14. Exhibit A of the Original Agreement is hereby deleted and replaced with Exhibit A attached hereto.

15. Exhibit B of the Original Agreement is hereby deleted and replaced with Exhibit B attached hereto.

16. Exhibit C of the Original Agreement is hereby deleted and replaced with Exhibit C attached hereto.

17. Except as expressly herein amended, all other terms and provisions of the Original Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties, by their duly authorized signatories, hereby enter into this First Amendment effective as of the date first set forth above.

DURHAM COUNTY

RESEARCH TRIANGLE FOUNDATION OF  
NORTH CAROLINA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

---

SUSAN TEZAI, DURHAM COUNTY CHIEF FINANCIAL OFFICER

**ACKNOWLEDGEMENT OF DURHAM COUNTY:**

NORTH CAROLINA  
DURHAM COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Monica Toomer, personally came before me this day and acknowledged that she is clerk to the Board of Commissioners of Durham County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Manager, sealed with the County seal, and attested by Monica Toomer, Interim Clerk to the Board of Commissioners.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(SEAL)

Notary Public

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RESEARCH TRIANGLE PARK FOUNDATION  
OF NORTH CAROLINA**

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of Research Triangle Park Foundation of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(SEAL)

Notary Public

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT A

### PARK CENTER PARCELS, OWNERSHIP AS OF FEBRUARY 2019

*[Generally listed from west (left) to east (right)]*

<u>Parcel No(s).</u>	<u>PIN</u>	<u>Fee Ownership</u>
154096	0738-04-71-5692	Research Triangle Foundation
154094	0738-04-71-4427	Davis 54, LLC
154097	0738-04-71-3519	Davis 54, LLC
154095	0738-04-81-3246	Davis 54, LLC
154089	0738-04-71-9674	Davis 54, LLC
154092	0738-04-81-2073	Davis 54, LLC
154083	0738-04-91-0316	Davis 54, LLC
154086	0738-04-80-7819	Davis 54, LLC
154080	0738-04-90-1703	Davis 54, LLC
154075	0738-03-90-5673	Park Center East, LLC
154071	0738-01-90-9591	Park Center East, LLC
205000	0747-01-09-5956	Park Center East, LLC

## EXHIBIT B

### PARK CENTER PHASE I SITE PLAN AS OF FEBRUARY 2019



Research Triangle Park  
**Park Center**

#### SITE PLAN

\*\* Structured Parking plan as of January 2019;  
subject to change.

**Surface**

## **EXHIBIT C**

### **RTF MINORITY AND WOMEN-OWNED BUSINESS POLICY STATEMENT (8/2019)**

It is the policy of the Research Triangle Foundation of North Carolina (“Foundation”) to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the Foundation’s contracting programs, including, but not limited to, construction projects, goods and service contracts consistent with emerging national business practices. It is the policy of the Foundation to prohibit discrimination against any business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status.

#### **Section 1: Program Administration**

The President of the Foundation or designee has the authority to establish and implement a program plan that promotes and increases the utilization of minority and women businesses in the Foundation’s procurement of goods, services and construction contracting. The M/WBE Program Plan contained here within provides guidance from the Foundation Board for the M/WBE Program which will be administered for procurement of goods, services and construction contracting.

##### **1.1 Program Objectives:**

The M/WBE Program guidelines shall apply to appropriate bids and contracts for the purchase of goods, services and construction in which the Foundation enters.

The objectives of the Foundation’s M/WBE Program are to:

1. Provide equal access to opportunities to minority and women-owned businesses (M/WBE) interested in doing business with the Foundation.
2. Coordinate and facilitate outreach efforts to help identify M/WBE firms interested in doing business with the Foundation.
3. Identify potential contract opportunities within the Foundation for participation in the purchase of goods, services and construction and repair work.
4. Promote and encourage M/WBE firms to seek these bid opportunities.
5. Work to identify and eradicate barriers that may prevent M/WBE firms from successfully bidding and providing services to the Foundation.
6. Monitor, evaluate and periodically report participation.

##### **1.2 Roles and Responsibilities**

###### **1.2.1. Foundation President:**

The Foundation’s M/WBE Policy gives the Foundation’s President or designee the authority to develop and administer the Foundation’s M/WBE Program. The Foundation’s President has the primary responsibility of ensuring that the Foundation’s M/WBE Program is carried out in accordance with the Foundation’s policies. The Foundation’s President may delegate the day-to-day roles and responsibilities of the M/WBE Program to the appropriate personnel staff or Consultant.

Further, the Foundation's President is responsible for:

1. Promulgating the goals and objectives of the M/WBE Program within the organization and measuring the efforts made and progress achieved in meeting the goals.
2. Determining the organizational resources needed to successfully administer the M/WBE Program.
3. Ensuring that good faith efforts are made to implement the M/WBE Program and that staff members are engaged, involved and held accountable for their engagement to reach the goals.
4. Providing procedures for determining and monitoring M/WBE participation and compliance with the M/WBE requirements stated in the M/WBE Policy.
5. Establishing a reporting mechanism, which may be used to inform the Board of Directors on the progress of the M/WBE Program, and utilization of M/WBE firms.

### **1.2.2. Foundation Staff**

Foundation Staff shall participate in implementing the Foundation's M/WBE Program and shall be responsible for:

1. Promoting the M/WBE Program and M/WBE participation in contracting and procurement activities in their department.
2. Integrating the M/WBE Program components into procurement practices and processes.
3. Ensuring M/WBE Program compliance efforts within their work assignments.
4. Developing and implementing strategies to achieve the annual and project participation goals established by the M/WBE Program.
5. Monitoring and reporting M/WBE participation in a prescribed format as required by the M/WBE Management Team.

### **1.3 Foundation's Overall Goals and Goal Setting**

#### **Ethnic/Gender Classifications:**

1. African American
2. Asian American
3. Hispanic American
4. American Indian
5. White Females

#### **Purchasing/Procurement Categories**

1. Construction
2. A/E (Architecture/Engineering)
3. Services
4. Goods

**Overall Participation Goals:**

At least annually and as part of the procedure to establish organizational goals for the Foundation, the President and Staff will develop and inform the Board of the organization's Inclusion Goals for the upcoming year.

**1.4      Certification of M/WBE firms**

For purposes of this policy, the provisions of N.C.G.S. section 143-128.4 (or a successor statute) shall serve as a guide for identifying M/BWE firms or by another certifying agency of the State of North Carolina, such as the NC Department of Transportation.