

**STATE OF NORTH CAROLINA
COUNTY OF YADKIN**

**AGREEMENT WITH
COUNTY**

THIS AGREEMENT, made the 2nd day of January, 2015 by and between **Yadkin County**, a North Carolina unit of government (hereinafter known as "COUNTY"); and, **N-Focus Planning & Design, Inc.**, a North Carolina corporation (hereinafter known as "CONTRACTOR"), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS, CONTRACTOR has expertise in government functions and COUNTY has a need for such expertise; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement;

NOW THEREFORE, COUNTY and CONTRACTOR agree as follows:

CONTRACTOR will provide CONTRACTOR personnel (Bob Clark, AICP) to perform the following specialized Functions for COUNTY:

Section A. SCOPE OF FUNCTIONS

CONTRACTOR agrees to consult and assist COUNTY on matters relating to preparation and submission of a 2015 PARTF grant application for Phase 2 development of the Yadkin Memorial Park. COUNTY has primary responsibility for the deliverables generally listed herein below with the CONTRACTOR having responsibility for reviewing, editing, advising, and assisting COUNTY in the tasks associated with preparation of the PARTF grant application. CONTRACTOR may perform tasks remotely and is expected to attend one or two meeting or working sessions with COUNTY personnel and/or governing body should COUNTY desire such attendance.

Deliverables

- 1) Checklist for the Application
- 2) Description and Justification for the project
- 3) Project Costs
- 4) Site Plan & Vicinity Map
- 5) Environmental Review update
- 6) Scoring System
- 7) Applicant's Basic Facts and Assurances
- 8) Sources of the Applicant's Matching Funds
- 9) Attorney's Certification of Site Control for project parcels
- 10) Proof of Site Control
- 11) Meeting notices and advertisements
- 12) Agenda, minutes, or other documentation from two or more civic group presentations that COUNTY coordinates
- 13) Capital Improvement Plan for Parks and Recreation update
- 14) Local Board Minutes or Resolution for Adoption of
- 15) PARTF Grant Application Assembly, Signatures, and Delivery

NOTE: COUNTY expects to compile the PARTF Application package and submit it to the regional Recreation Resources Service (RSS) consultant's office or post by mail no later than 5:00 p.m., Monday, February 2nd, 2015.

Section B. TERMS AND CONDITIONS

1. **Status of CONTRACTOR:** CONTRACTOR and COUNTY agree that in the performance of Functions enumerated in "Section A." herein above, CONTRACTOR shall not be deemed to be an employee(s) of COUNTY for any purpose whatsoever.
2. **Work Products:** All materials produced by CONTRACTOR shall be the property of COUNTY and shall be filed on-site in the offices of COUNTY, unless otherwise authorized for purposes and intent of the performance of Functions. CONTRACTOR shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of COUNTY. CONTRACTOR shall not copyright any work products on behalf of COUNTY; however, CONTRACTOR shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar functions for other clients.
3. **Progress Reporting:** CONTRACTOR shall communicate progress of work performed to COUNTY's administrative officer and/or board periodically or as determined by COUNTY.
4. **Period of Service (POS):** Functions enumerated in "Section A" herein above shall be provided routinely based upon a mutually agreeable schedule during the period January 2nd, 2015 and ending February, 2nd, 2015. POS as defined herein may be amended through either Termination, as set forth in "Section B.8" herein, or, Extension, as set forth in "Section B.10" herein.
5. **Compensation:** The fee for Functions enumerated in "Section A" herein above shall be invoiced monthly by the hour at the rate of One Hundred Ten (\$110.00) dollars per hour for the POS, as defined in "Section B.4" herein. The total hourly fees shall not exceed Four Thousand Eight Hundred Forty and no/100's (\$4,840.00) dollars without prior authorization by either separate agreement, subsequent addendum hereto, written authorization, or verbal authorization. Compensation is inclusive of personnel costs including but not limited to salary, benefits, taxes, professional development & certifications, cellular communications and management cost. Printing and reproduction shall be provided by COUNTY. Any direct expenses (i.e. printing, postage, etc.) provided by CONTRACTOR on behalf of COUNTY, shall be reimbursed at actual cost plus five (5%) percent. Travel time to and from COUNTY by CONTRACTOR is subject to the hourly fee as defined herein above. Travel by CONTRACTOR on behalf of COUNTY to perform inspections or attend meetings on behalf of COUNTY, shall be reimbursed at the rate of \$0.56 per mile.
6. **Payments:** COUNTY shall provide payments within ten (10) days of date of invoice. A late payment penalty equal to 1.5% of the unpaid balance may be assessed.
7. **Liability:** ~~General liability insurance shall be maintained by CONTRACTOR~~ throughout the POS defined in "Section B.4" herein for the Functions to be performed under this Agreement. CONTRACTOR shall provide COUNTY with a Certificate of Insurance prior to beginning Functions. This certificate will become a part of this Agreement upon execution of this Agreement.

8. **Termination:** COUNTY may terminate this Agreement for any reason. In the event of early termination, compensation for all Functions actually provided by CONTRACTOR through the termination date will be due and payable.
9. **Expiration:** This Agreement shall expire at 12:00 midnight on February 2nd, 2015, unless extended as defined in "Section B.10" herein.
10. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, written authorization, or verbal authorization. Upon Extension of this Agreement, Compensation, as defined in "Section B.5" herein is subject to change.
11. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
12. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within COUNTY.
13. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. **Notification:** All correspondence shall be directed to:
- Patti Rader, Business Manager
N-Focus Planning & Design, Inc.
313 South Main Street, Suite 110
Kannapolis, NC 28081
Tel: (704) 933-0772
E-mail: prader@nfocusplanning.org

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Section C. ACCEPTANCE:

F. Richard Flowe

F. Richard Flowe, AICP, President / CEO
N-Focus Planning & Design, Inc.

January 2, 2015

Date

ACCEPTED on behalf of COUNTY by:

[Signature]

Signature

LISA L. HUBBES

Printed name of authorized person signed above

January 7, 2015

Date

Seal of COUNTY

ATTEST:

Tanya Anty

Secretary of Board

1/8/2015

Date