

NORTH CAROLINA

AGREEMENT FOR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this **4th day of April 2016** by and between Chatham County acting by and through its Public Health Department, (hereinafter referred to as the "County"), and **Town of Pittsboro** (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement**: The initial term of this Agreement shall commence on **April 4th, 2016** and end on **May 31st, 2016**.

2. **Scope of Service**: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.

3. **Compensation**: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount **\$ 8,000** payable within thirty (30) days from receipt of invoice, or as otherwise set forth in Appendix 1.

4. **Confidentiality**: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

5. **Status of Parties**: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

6. **Assignment and Subcontracting**: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

7. **Binding Effect**: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

8. **Notices**: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County Public Health Dept.
Attn: Layton Long
Post Office Box 130
Pittsboro, NC 27312

Town of Pittsboro
Attn: Paul Horne
P.O. Box 759
Pittsboro, NC 27312

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

10. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by a duly authorized official of the County.

11. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

12. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. Termination: This Agreement may be terminated as follows:

(i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:

- (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
- (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
- (c) Lack of proper insurance as required under this Agreement.
- (d) Charging rates or fees in excess of those provided in this Agreement.
- (e) Inefficient, or unsafe practices in providing services.
- (f) Other actions which impact unfavorably on the faithful performance of this Agreement.

(ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

14. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

15. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

16. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

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

Vicki McConnell, Finance Director

Chatham County

By: _____
Layton Long, Director
Chatham County Health Department

Contractor

By: _____
Paul Horne
Town of Pittsboro
P.O. Box 759
Pittsboro, NC 27312

SCOPE OF WORK

PROJECT NAME/Location: Town of Pittsboro Parks Branding and Signage

SCOPE OF SERVICE:

COUNTY shall provide CONTRACTOR up to \$8,000 toward completion of the parks projects as described in the bullet points below. CONTRACTOR shall use this funding only toward the completion of the following projects:

- Parks signage design and branding- CONTRACTOR shall subcontract with a design/branding firm or similar enterprise to design signage and graphics for each of the seven park locations while maintaining a consistent overall theme. Original designs for each of the seven parks' entrance signs will be included. Total amount spent for this contract component shall not exceed \$4,000.
- Parks brochure and system map- CONTRACTOR shall subcontract with an appropriate firm to design a parks system brochure and a map of the parks system. Use of this funding shall be used only for design expenses. Any printing costs shall be paid for by CONTRACTOR. Total amount spent for this contract component shall not exceed \$2,500.
- Parks signage printing- CONTRACTOR shall subcontract with a sign printing firm to print signage for park entrances based on the original designs produced through the parks signage design and branding component. Total amount spent for this contract component shall not exceed \$1,500.

CONTRACTOR shall be responsible for ensuring each component is completed and for any costs exceeding those provided through this contract. A draft of all products, including seven parks sign designs, photos of printed parks signs, and copy of the parks system brochure and map, shall be completed and delivered to COUNTY no later than May 31, 2016. If a draft of these products is not delivered to COUNTY by this date, CONTRACTOR may be required to repay COUNTY up to the total amount of funds disbursed for project.

COUNTY funds are available for this project through the Healthy Communities Grant Program, and will be paid to CONTRACTOR up to \$8,000 within thirty (30) days of receipt of invoice from CONTRACTOR. All invoices must be received by COUNTY no later than May 1, 2016.