

**NORTHAMPTON COUNTY  
REGULAR SESSION  
March 7, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on March 7, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, Virginia Spruill, and Robert Carter

**Others Present: Kimberly Turner, Scott McKellar, and Michelle Nelson**

**Agenda Work Session:**

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner had no changes.

**Regular Session:**

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. Commissioner Carter gave the Invocation, and the Pledge of Allegiance was recited.

Commissioner Carter announced that the student representative was present. Chairwoman Greene thanked Ms. Putney (school counselor) for her participation and the representative, Sterling Vaughan introduced himself.

**Approval of Regular Meeting Minutes for February 17, 2016:**

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Meeting Minutes for February 17, 2016. **Question Called:** *All present voting yes.*  
**Motion carried.**

**Approval of Regular Session Minutes for February 25, 2016:**

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Special Meeting Minutes for February 25, 2016. **Question Called:** *All present voting yes.*  
**Motion carried.**

**Approval of Agenda for March 7, 2016:**

A motion was made by Robert Carter and seconded by Joseph Barrett that the agenda for today's meeting, March 7, 2016 be adopted. **Question Called:** *All present voting yes.* **Motion carried.**

**CDBG General Public Hearing:**

*Chairwoman Greene recessed regular session to enter into a public hearing.*

Mr. Gary Brown, EDC Director, appeared before the Board to conduct a public hearing to provide notice that Northampton County anticipates participating in the North Carolina Community Development Block Grant Program during SFY 2016; to generally describe the

potential range of potential participation, and to solicit public comments related to the County's participation in the CDBG program.

Mr. Brown noted that this public hearing was advertised in the Roanoke Rapids *Daily Herald* on February 23, 2016, and he requested that the information paper along with the three-page summary document be entered into the record and recorded in the minutes as presented.

*Chairwoman Greene called for questions from the audience.*

None were heard.

*Chairwoman Greene closed the public hearing to enter into regular session.*

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

### **Information Paper**

To: Northampton County Board of Commissioners  
From: Gary Brown, Northampton County Economic Development Commission  
Date: March 7, 2016  
Subject: Public Hearing, Community Development Block Grant Program, SFY 2016

#### **PURPOSE:**

The purpose of the public hearing is to provide notice that Northampton County anticipates participating in the North Carolina Community Development Block Grant Program during SFY 2016; to generally describe the potential range of potential participation; and to solicit public comment related to the county's participation in the CDBG Program.

#### **FACTS:**

1. The North Carolina Department of Environmental Quality (DEQ) and the North Carolina Department of Commerce (DOC) administer the State of North Carolina's Community Development Block Grant (CDBG) program to local governments in non-entitlement areas. Non-entitlement areas are cities with populations of less than 50,000 (except cities that are designated principal cities of Metropolitan Statistical Areas), and counties with populations of less than 200,000.

Funding for the program is derived from funds from the US Department of Housing and Urban Development (HUD). The primary statutory objective of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons of low- and moderate-income. The State must ensure that at least 60 percent of its CDBG grant funds are used for activities that benefit low- and moderate-income persons.

2. The state's CDBG program is administered in two (2) categories --- Infrastructure, administered by the DEQ and Economic Development, administered by the DOC. The primary objective in both categories is to assist in the development of public infrastructure to enable improvements to benefit the community, in particular individuals from low- and moderate income households.
3. In previous years, the state has allotted CDBG funding to other programs such as Scattered Site Housing Rehabilitation, Concentrated Needs Housing Rehabilitation and Small Business Entrepreneurial Assistance. Those programs are not funded in the current fiscal year, and are unlikely to be funded in SFY 2017.
4. Counties are limited to a maximum cumulative CDBG grant participation of \$1.25 million during any calendar year.

Information Paper  
CDBG Public Hearing, 2016 General  
March 7, 2016

5. CDBG funding is based upon the availability of funds, a competitive application in cycles of funding availability, and success of the applicant in achieving previous performance and other eligibility requirements.
6. Each fiscal year, units of local government anticipating participation in the state's CDBG program are required to conduct a general public hearing such as the one being conducted today to describe the potential range of program participation, and to solicit public comment regarding that potential.
7. A separate public hearing is required for any specific project and application for CDBG funding. Such public hearings are conducted after the application for participation has been fully developed, but before the application is submitted to the state.
8. A summary of the North Carolina Community Development Block Grant Program for SFY 2016 is attached, and serves as the basis for information distributed and discussed during the March 7, 2016 public hearing..

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## **The North Carolina Community Development Block Grant (CDBG) Program**

This public hearing, held March 7, 2016, is being conducted to provide an explanation and description of the North Carolina Community Development Block Grant Program administered by the North Carolina Departments of Environmental Quality and Commerce, and for the purposes of this public hearing, the requirements for program participation during State Fiscal Year 2016.

Community Development Block Grants (CDBG) are awarded by formula to each state through a program administered by the U.S. Department of Housing and Urban Development (HUD). The funds are to be used for the benefit of low- and moderate-income persons, for eliminating slum and blight, and for meeting urgent community development needs. For North Carolina's share, a portion of the funds is allocated directly to North Carolina's most populous cities and counties, known as entitlement communities, and the remainder is made available to the State for distribution. The amounts vary each year, but the expectation for the next several years is that the amount allocated to the State will be in the range of \$42 – 43 million annually.

The State of North Carolina requires that units of local government receiving funding certify that they will comply with the requirements of the general displacement and relocation policy for CDBG grant funding. This policy assists low to moderate income people with costs associated with relocation or displacement, should such relocation become necessary due to the project activities. CDBG funds can be used for those costs, if necessary. If no displacement and relocation will occur as a result of the proposed CDBG grant activity, then the Town/City/County must certify to this in the original application for CDBG funding.

During Fiscal Year 2016, the State of North Carolina has chosen to fund two major activity groups: water and sewer infrastructure development or repair, and economic development projects that lead to job creation or retention. Accordingly funding is allocated in two (2) categories:

- Infrastructure Development, administered by the Department of Environmental Quality; and,
- Economic Development, administered by the Department of Commerce.

The maximum amount of CDBG funding available to any single unit of local government is \$2.0 million over a 3-year period for infrastructure development projects and \$1.25 million annually for all other projects, with a cap of \$1 million for any individual economic development project..

Units of local government receiving CDBG funding awards are required to adhere to federal procurement requirements and other federal regulations which include:

- American with Disabilities Act/Section 504 Survey
- Davis-Bacon & Related Labor Acts
- Adoption/Submittal of a Citizen's Participation Plan
- Adoption/Submittal of an Equal Opportunity Plan
- Adoption/Submittal of a Fair Housing Plan
- Adoption/Submittal of a Language Access Plan
- Adoption/Submittal of a Relocation Assistance Plan
- Adoption/Submittal of a Section 3 Plan
- Excess Force Provision

The **CDBG-Infrastructure** program is focused on improving the quality of life for low to moderate income people by providing a safe, clean environment and clean drinking water through water and sewer infrastructure improvements and extensions of service. A minimum of 51% of any project's beneficiaries must qualify as low to moderate-income using the most current HUD Income Guidelines. The CDBG-I program can fund a range of water and sewer infrastructure and economic development activities, including, but not limited to, the following:

Water:

- Projects that resolve water loss in distribution systems.
- Projects that extend public water to areas with contaminated wells.
- Projects that extend water lines to areas with dry wells.
- Projects that assist with low water pressure in public water systems.
- Projects that regionalize two or more water systems.
- Projects that rehabilitate or replace a water treatment plant.

Wastewater:

- Projects that resolve inflow and infiltration to collection systems and surcharges from pumps stations and manholes.
- Projects that extend public sewer to areas with failed septic tanks.
- Projects that rehabilitate a wastewater treatment plant to allow for greater efficiency/compliance with regulations.

Objectives of the Infrastructure program are:

- To benefit a residential area where at least 51% of the beneficiaries are low to moderate income as defined by the United States Department of Housing and Urban Development.
- To perform eligible activities.
- To minimize displacement, and
- Provide displacement assistance as necessary.

The range of potential eligible activities covered by the CDBG-I funds for a project includes:

- Construction.
- Environmental Review
- Engineering Design
- Construction Administration and observation.
- Legal activities.
- Surveying.
- Grant Administration.

For the fiscal year, CDBG-Infrastructure funding available is expected to be approximately \$26 million with application due in September 2016. As there is limited available funding, all applications are competitive and are scored on many measures, ranked and subsequently awarded based on the competitive ranking of the application.

The **CDBG-Economic Development** program provides grants to local governments for creating and retaining jobs. Funding for projects is based on the number of jobs to be created and the level of distress in the community applying for the funds.

Sixty percent of the jobs created or retained in a project must be for persons qualifying as prior low and moderate income. CDBG funds are granted to local governments for various types of infrastructure improvements to assist for profit businesses create or retain jobs.

CDBG Economic Development funding for projects is based on the number of jobs to be created and the level of distress in the community applying for the funds. Sixty percent of the jobs created or retained in a project must be for persons qualifying as prior low and moderate income (LMI).

CDBG funds are granted to local governments for various types of infrastructure improvements to assist for profit businesses create or retain jobs. Under certain conditions, financial assistance to private companies is available as loans to be negotiated by the local government applicant and a participating North Carolina commercial bank at a level not to exceed 50% of the total loan need.

As with CDBG-I funds, CDBG-ED project funds may be used for:

- Construction.
- Environmental Review
- Engineering Design
- Construction Administration and observation.
- Legal activities.
- Surveying.
- Grant Administration.

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The purpose of the public hearing is to obtain citizen's views and to allow response from the public to funding proposals and answer any questions posed by citizens.

In the past five (5) years, Northampton County has applied for and received for the following now completed CDBG projects:

- 2010 CDBG-SBEA Project: Funding to assist Clements Mechanical Expansion. 26 local jobs retained, another 35 created.
- 2010 CDBG-ED Project: Funding to extend natural gas to serve Severn Peanut. 72 jobs created
- 2013 CDBG-ED Project: Funding to extend water and sewer infrastructure to Enviva, LP. 97 jobs created
- 2011 CDBG-Scattered Site Housing Project. Funds to rehabilitate and replace four housing units owned and occupied by low to moderate-income households.

We open the floor for comments and questions about the CDBG program.

**Northampton County  
Notice of Public Hearing  
2016 Community Development Block Grant Program**

The Northampton County Board of Commissioners will conduct a public hearing on Monday, March 7, 2016 at 10:05 a.m. at the Commissioners Meeting Room located in the County Administration Building at 108 W. Jefferson St., Jackson, NC. The purpose of this hearing will be to provide information to the citizens of Northampton County regarding the 2016 CDBG Program administered by the North Carolina Department Commerce and the North Carolina Department of Environmental Quality, and to seek citizen input regarding potential qualifying economic development infrastructure and public water and wastewater infrastructure improvement projects. All interested citizens are invited to attend.

The Northampton County Commissioners Meeting Room is accessible to persons with handicaps. Anyone requiring special assistance should contact Ms. Michelle Nelson, Clerk to the Board of County Commissioners, at (252) 534-2221 at least 48 hours prior to the public hearing. Hearing impaired persons may call TDD 1-800-735-2962.

Michelle Nelson, Clerk to the Board  
Northampton County Board of Commissioners

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**INSTRUCTIONS**

**Publish As A**

**Retail Display Ad on Tuesday February 23, 2016  
(Display Ad in the Regular Body of the Paper)**

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**Roanoke Rapids Daily and Sunday Herald**

**Please send copies of invoice, tear sheet, and Affidavit to  
Northampton County EDC  
P.O. Box 685  
Jackson, NC 27845**



**Squire Acres:**

Ms. Vivian King-Jackson, a citizen of Gaston, appeared before the Board with her concerns about her road in Squire Acres. She mentioned that it's been almost three years before she last came to the Board, and 20 years that she's been trying to get her road paved. She asked what the Board was going to do about Squire Road, so that she and the other residents can decide what they need to do. She passed out some information to the Board on what has been discussed so far, and pictures of Squire Road.

Chairwoman Greene stated that they've revisited this issue for some time. They've talked with the State about this, and they are looking into finding some money to help with the road. Ms. Turner stated that we don't have the funding to get this road into compliance, but we've been working with Representative Wray and Senator Smith-Ingram to get some discretionary funds from the State. She's also talked with a representative from the Governor's office about Squire Road.

Scott Emory from DOT was present. He said he would be glad to look at this situation to see what they could do. He also stated that her road meets all the criteria as far as getting on the State system except for utility issues and drainage improvements to get it up to minimum standards. Chairwoman Greene stated that she read that DOT would accept this road, but the County would have to fund it. Mr. Emory confirmed this was correct.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

**Jason Morris**

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**From:** Jason Morris <jason.morris@nhcnc.net>  
**Sent:** Monday, May 13, 2013 3:20 PM  
**To:** kingjacksonv@se.halifax.k12.nc.us  
**Cc:** Wayne Jenkins; Robert Carter (steelcart@gmail.com)  
**Subject:** FW: Squire Road off NC 46 near Gaston  
**Attachments:** Cost Estimate - 4-23-13.pdf

Ms. Jackson,

Please see below for information sent via email on April 23, 2013. Please let me know if you have any questions.

Thanks,

*Jason S. Morris*

Public Works Director, Northampton County  
P.O. Box 68, Jackson, N.C. 27845  
Phone: (252) 534-6341  
Fax: (252) 534-1525

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**From:** Jason Morris [mailto:jason.morris@nhcnc.net]  
**Sent:** Tuesday, April 23, 2013 5:17 PM  
**To:** 'kingjacksonv@se.halifax.k12.nc.us'  
**Cc:** Wayne Jenkins; Robert Carter (steelcart@gmail.com)  
**Subject:** Squire Road off NC 46 near Gaston

Ms. Jackson,

This email is a follow up per our meeting on April 2, 2012. As we discussed on April 2, I would meet with NCDOT to discuss possible options on relocating the existing waterline in place along Squire Road.

Two possible options discussed on April 2 were as follows: (Existing waterline is located outside of travel way along the East side of Squire Road.)

- Will NCDOT be able to realign proposed roadway to the west to avoid moving existing waterline if additional right of way is granted?
- Can only the portion(s) of the existing waterline in conflict areas be moved?

On April 19, 2013 I met with Mr. Win Bridgers (Division 1 Assistant Division Maintenance Engineer) on site to discuss possible options of Squire Road. The following conditions were found and hereby noted.

- The location of the existing travel way for Squire Road is not located in the center of the Platted 60' right of way.
- NCDOT proposed alignment of improvements for Squire Road is depicted to be located near the center of the Existing 60' Platted right of way

-To avoid major costs of clearing and grubbing on the west side of Squire Road, NCDOT will not shift proposed alignment to west to avoid existing waterline. Existing waterline would need to be relocated.  
-It was found that only a portion of the existing waterline will need to be moved to accommodate the proposed alignment of Squire Road. Approximately 800 LF  
-If waterline is relocated, waterline would need to be placed as close to the Eastern right of way of Squire Road as possible.

Please find attached an itemized list for a revised cost estimate to relocate a portion of the existing waterline.

Construction Cost (Includes 20% Contingency) - \$35,292

Assumptions made for Estimated Construction Cost Opinion:

- ? 6" SDR 21 PVC water line to be installed beginning from +/- 200' south of NC 46 up to intersection of Squire Lane and Squire Acres Lane (+/- 650LF)
- ? 2" SDR 21 PVC water line to be installed from intersection of Squire Lane and Squire Acres Lane and reconnected to existing line (+/- 150LF)
- ? Existing 2" water line down Squire Acres Lane would need to be connected to new water main with a new 6x6 tee, 6x2 tapped cap and 2" gate valve
- ? New FHA added near intersection of Squire Lane and Squire Acres Lane
- ? 4 residential services to be reconnected
- ? Open cut installation across two gravel driveways and across Squire Acres Lane
- ? Additional notes included on cost opinion worksheet

Estimated Engineering Cost (Assumes complete services for a County Project):

Design and Permitting - \$12,000

Informal Bid - \$8,000

Construction Administration - \$7,000

Partial Construction Observation (12hrs/week) - \$4,000

Record Drawings - \$2,000

Engineering Subtotal - \$33,000

Total Estimated Project Cost - \$68,292

If you need any additional information please let me know. Thank you for your patience on this matter.

*Jason S. Morris*

Public Works Director, Northampton County

P.O. Box 68, Jackson, N.C. 27845

Phone: (252) 534-6341

Fax: (252) 534-1525

Northampton County  
Squire Lane Water Line Relocation  
Cost Opinion - Preliminary Design

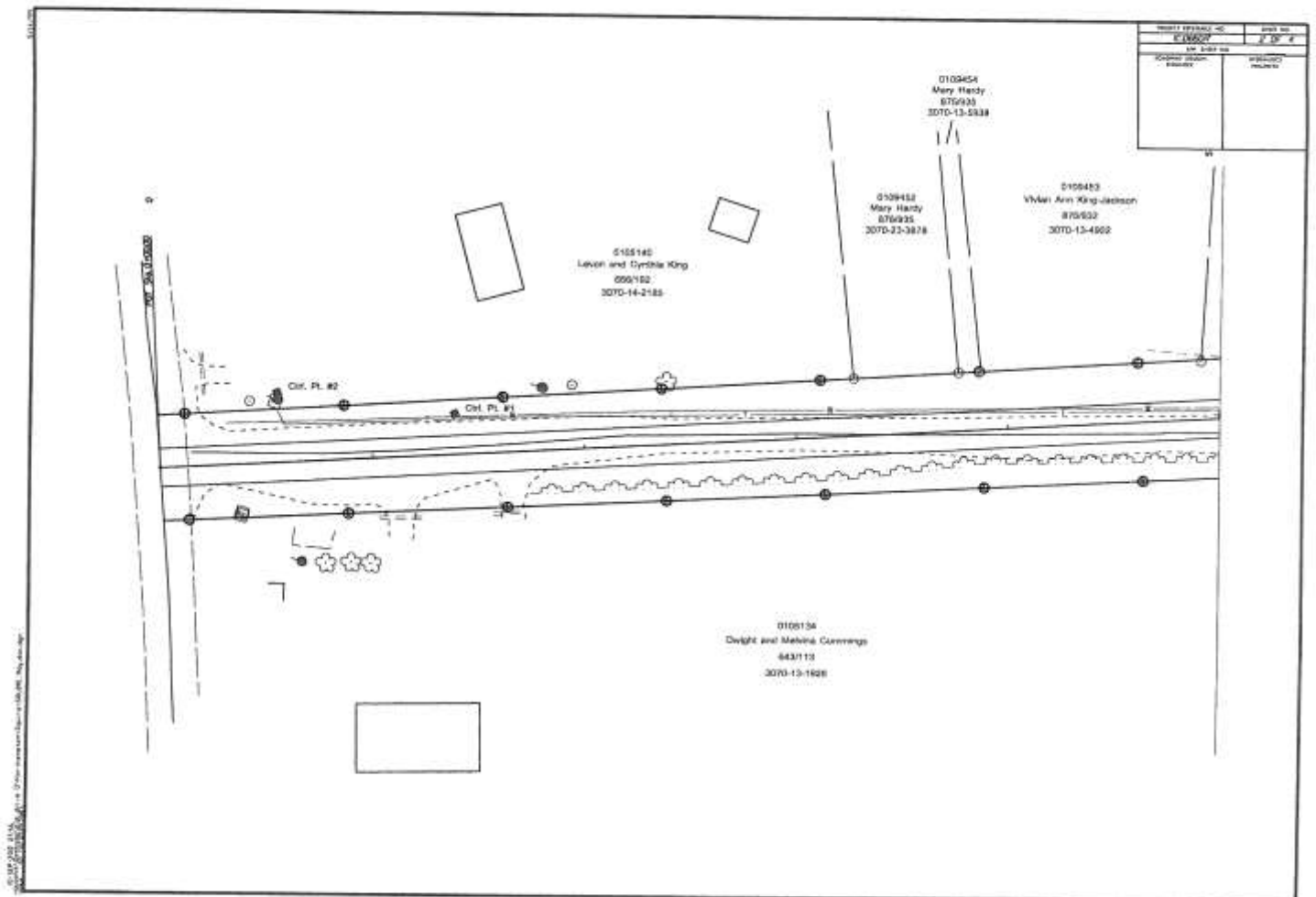
**WATER MAIN**

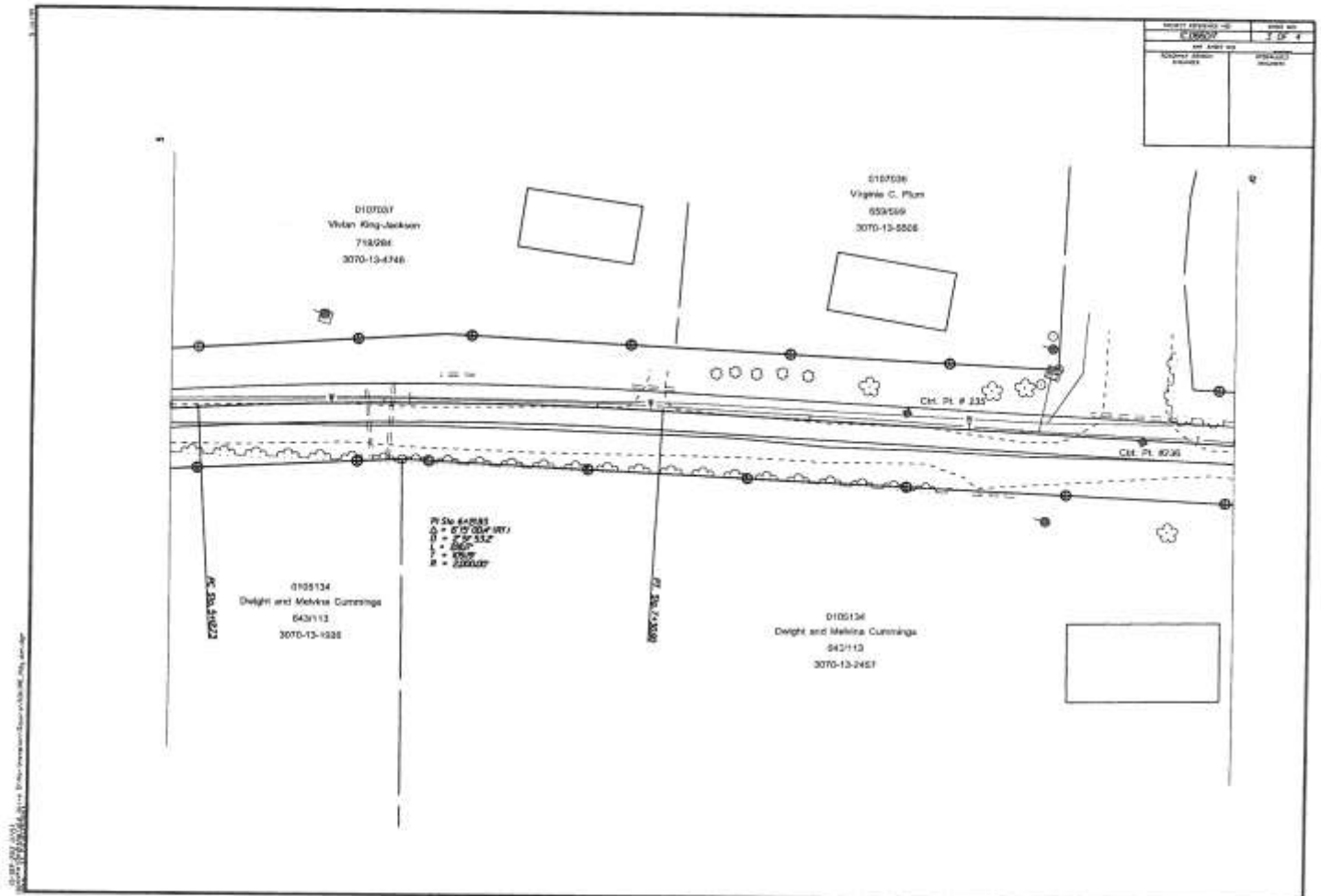
Item	Description	Qty		Unit Price		Total Cost
1	Mobilization (2% or less of total bid amount)	1	LS	\$ 850.00	/LS	\$ 850.00
2	Water Main					
	a. 6" SDR-21 PVC	650	LF	\$ 22.00	/LF	\$ 14,300.00
	b. 2" SDR-21 PVC	150	LF	\$ 10.00	/LF	\$ 1,500.00
3	Testing, Cleanup and Seeding for All New Water Main Piping					
	a. 6" Water Main	650	LF	\$ 2.00	/LF	\$ 1,300.00
	b. 2" Water Main	150	LF	\$ 1.00	/LF	\$ 150.00
4	Ductile Iron MJ Fittings (compact weight)	235	LB	\$ 6.00	/LB	\$ 1,410.00
5	2" Gate Valve with Valve Box	2	EA	\$ 750.00	/EA	\$ 1,500.00
6	Fire Hydrant Assembly	1	EA	\$ 4,000.00	/EA	\$ 4,000.00
7	Reconnect Existing Water Services	4	EA	\$ 600.00	/EA	\$ 2,400.00
8	Connect to Existing Water Lines	3	EA	\$ 500.00	/EA	\$ 1,500.00
10	Remove and Replace Gravel Driveway/Roadway (min 6" CABC)	50	SY	\$ 10.00	/SY	\$ 500.00

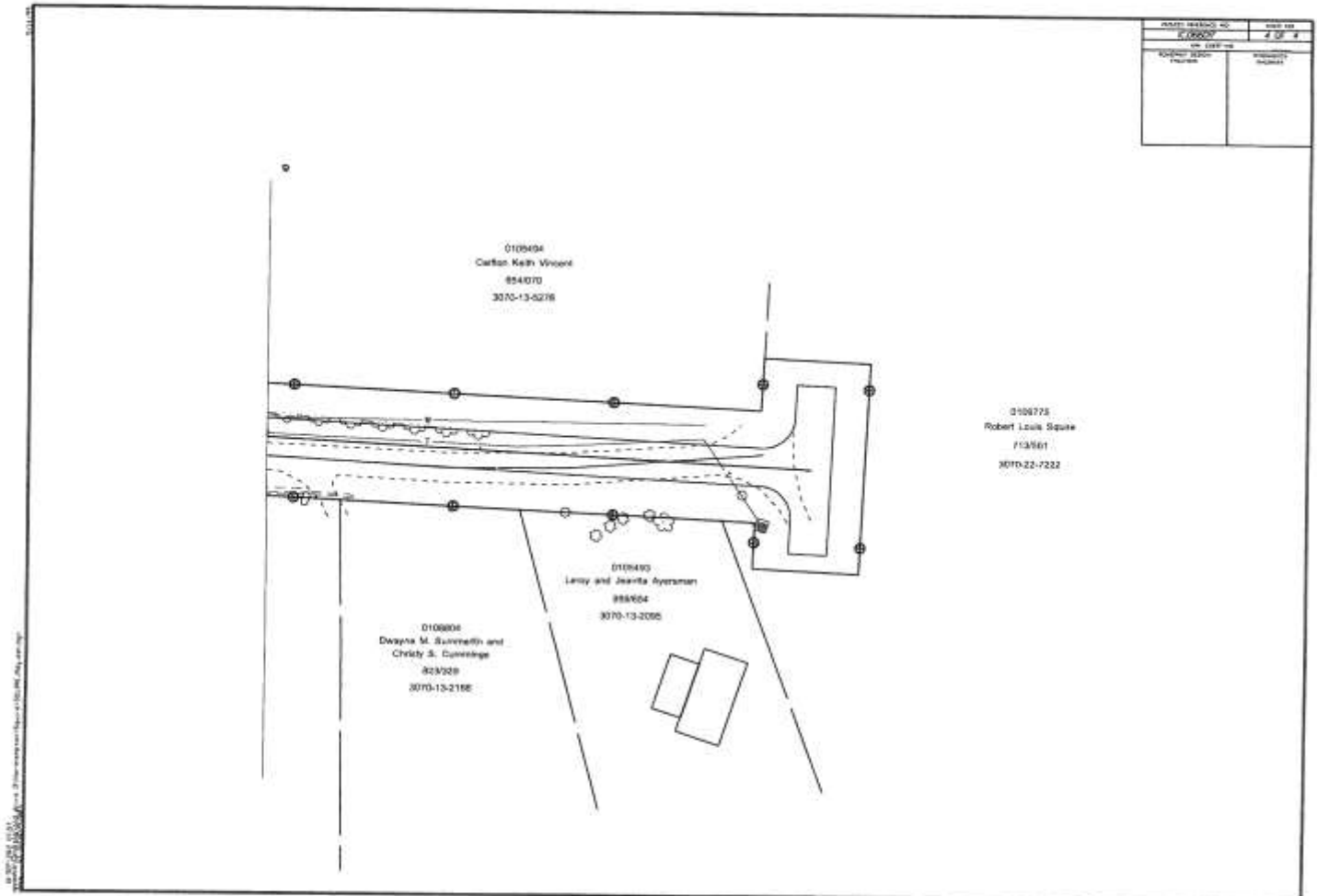
Total \$ 29,410.00  
20% Contingency \$ 5,882.00  
**TOTAL \$ 35,292.00**

Notes:

- 1) Clearing and grubbing included in cost of water main pipe
- 2) Cost opinion does not include E&SC measures
- 3) Cost opinion does not include asphalt roadway removal and replacement
- 4) Undercut, unsuitable materials and rock excavation not included in cost opinion.








**INCOMPLETE PLANS**  
 USE FOR 2-7% DISCOUNT ONLY  
**PRELIMINARY PLANS**  
 USE FOR 10% DISCOUNT ONLY



RECORD DRAWING INFORMATION ADDED		APRIL 04	DWS
SYM.	EXPLANATION	DATE	APPROVED
REVISIONS			
 David W. Springer DATE May 3, 2000		<b>Rivers &amp; Associates, Inc.</b> Since 1918 107 East Second St. Greenville, N.C. 27838 (919) 758-4130 Engineers Planners Surveyors	
N.C. 46 <b>LINEWORK &amp; DETAILS</b> NORTHAMPTON COUNTY WATER PHASE IV EXTENSION <b>WATER SYSTEM IMPROVEMENTS</b> NORTHAMPTON COUNTY, NORTH CAROLINA			
SURVEY	DRAFT R/L	SCALE	DRAWING NO.
DESIGN DWS	CHECK RGG	AS NOTED	W-2327RD
		SHEET 5 OF 50	

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**Emory, Scott L.**

**From:** Jennings, Jerry D  
**Sent:** Monday, January 27, 2014 5:01 PM  
**To:** kingjacksonv@se.halifax.k12.nc.us  
**Cc:** The Honorable Michael H. Wray; Emory, Scott L; Bridgers, Clemmon W; Baker, Sterling D; Liverman, George J  
**Subject:** Squire Road - Gaston  
**Attachments:** PlansSheetsSquire.pdf

Ms. Vivian King-Jackson,

This follows our onsite meeting of January 2, 2014 that included Rep. Michael Wray, County Maintenance Engineer Jack Liverman and a number of other property owners. The purpose of the meeting was to discuss what actions need to be taken so that Squire Lane can be added to the state system of maintenance. Several questions arose that we could not answer at the time. After further research and discussion with Division staff I offer the following:

- A Property Owner's Petition and Resolution from Northampton County was submitted in June 2012. This information would still be considered valid and a new petition would not be needed.
- It appears that the question of the road's existence prior to 1975 has been answered. Our personnel have located a rural postal map from the 1920s that confirms the road's existence at that time.
- Attached is a copy of a survey performed by the department a couple years ago. It includes the road location, proposed right of way limits, property owners and location of the existing waterline. The proposed right of way has not been verified or signed over by the property owners. This will need to occur once some of the other questions have been answered.
- The waterline is currently in conflict and will need to be relocated from under the roadway. An option would be to shift the proposed roadway clear of the waterline. However, this would necessitate significant additional property from Mr. Cummings and would significantly increase the costs of improvements by having to shift off of the existing roadbed.
- We have asked our Hydraulics personnel to review the existing crosspipe. They are recommending that it be replaced with a much larger pipe(s) which will also add significant costs.
- Costs to improve the road to minimum unpaved standards seems to be the main outstanding issue assuming that the property owners will provide the necessary right of way. The waterline itself was estimated to cost around \$58,000. I was unclear from our meeting if this was something that Northampton County was willing to provide at no cost or not. A rough estimate of additional costs to replace the crosspipe and grade and stabilize the roadway is \$32,000. These costs are beyond what our maintenance or secondary road funding will be able to cover. The property owners would need to identify a source of funding.

In summary, the property owners and/or County will need to address the waterline and costs to improve the road to minimum standards. Please advise once this is resolved and we will be glad to have our Right of Way personnel contact the property owners to sign agreements necessary to secure the proposed right of way. Once these issues are resolved the road can be submitted for Board of Transportation action to add it to the system.

Should you have any questions or need additional information please contact me or Scott Emory, District Engineer.

**Auditor's Report, Budget Amendments, and Contract Renewal for Pitney Bowes:**

Ms. Leslie Edwards, Finance Officer, introduced Ms. Kari Dunlap with Martin, Starnes, and Associates to present the Auditor's Report. Ms. Dunlap thanked the Board for allowing Martin, Starnes to be their auditors again this year. She is presenting the 2015 Audited Financial Statements. She noted that the report has not been sent to the LGC yet, but they expect it will be submitted this week.

Ms. Edwards also presented Budget Amendments 28-31.

A motion was made by Joseph Barrett and seconded by Robert Carter to approve Budget Amendments 28-31. **Question Called: All present voting yes. Motion carried.**

Ms. Edwards also appeared before the Board to seek approval to renew contracts with Pitney Bowes for DSS, the Health Department, Public Works, and the Finance Department.

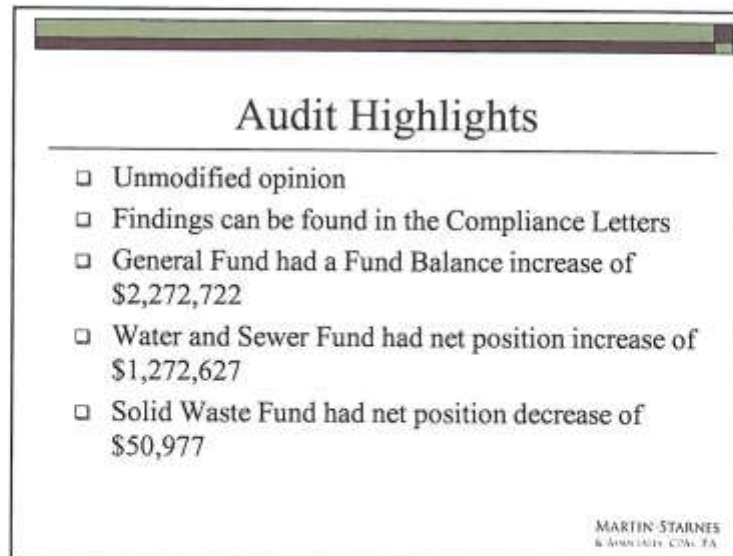
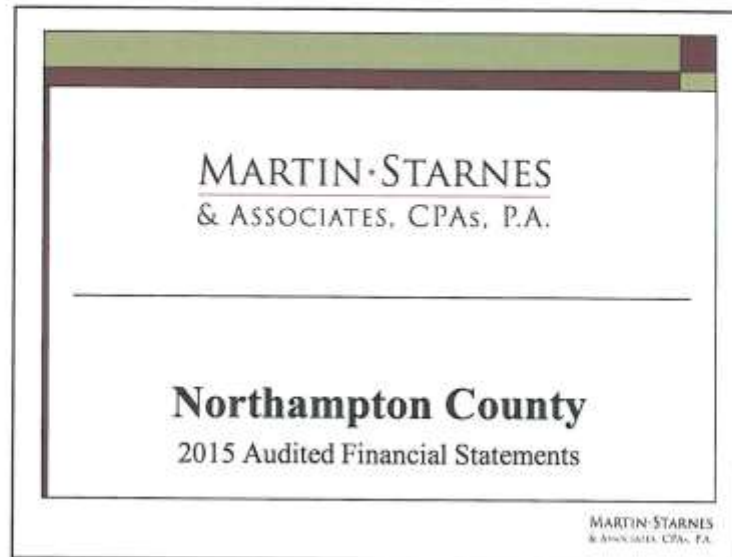
A motion was made by Robert Carter and seconded by Virginia Spruill to approve the contract for DSS services between Pitney Bowes and DSS. **Question Called: All present voting yes. Motion carried.**

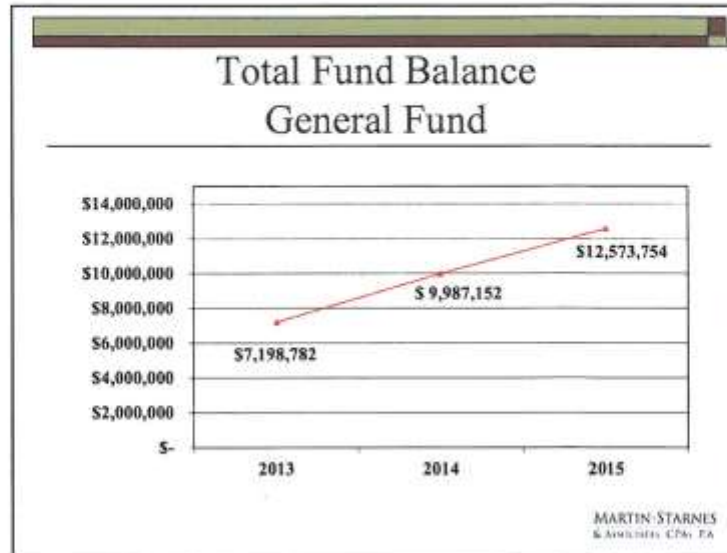
A motion was made by Joseph Barrett and seconded by Chester Deloatch to approve the Health Department contract for \$1,128 per quarter. **Question Called: All present voting yes. Motion carried.**

A motion was made by Robert Carter and seconded by Virginia Spruill that the contract between Pitney Bowes and Public Works be adopted. **Question Called: All present voting yes. Motion carried.**

A motion was made by Robert Carter and seconded by Chester Deloatch that the contract between Finance and Pitney Bowes be adopted. **Question Called: All present voting yes. Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

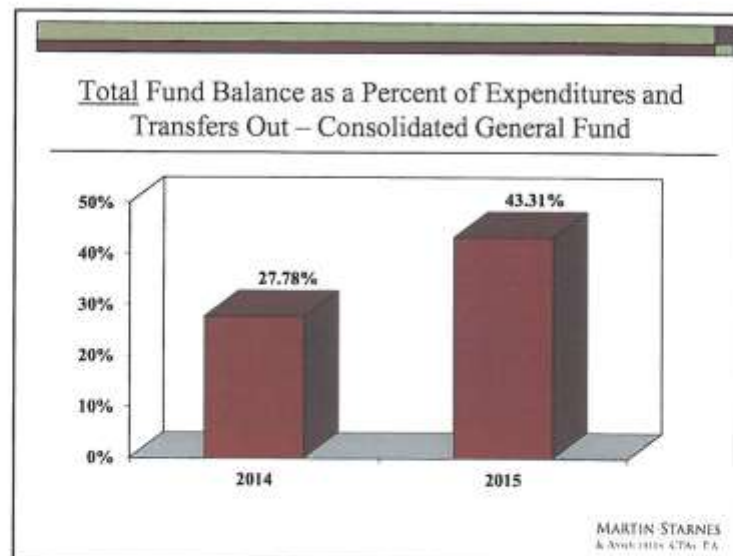
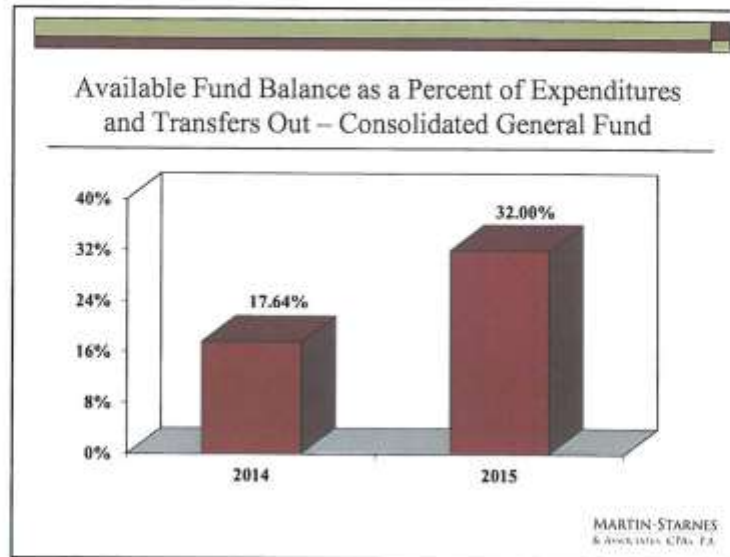


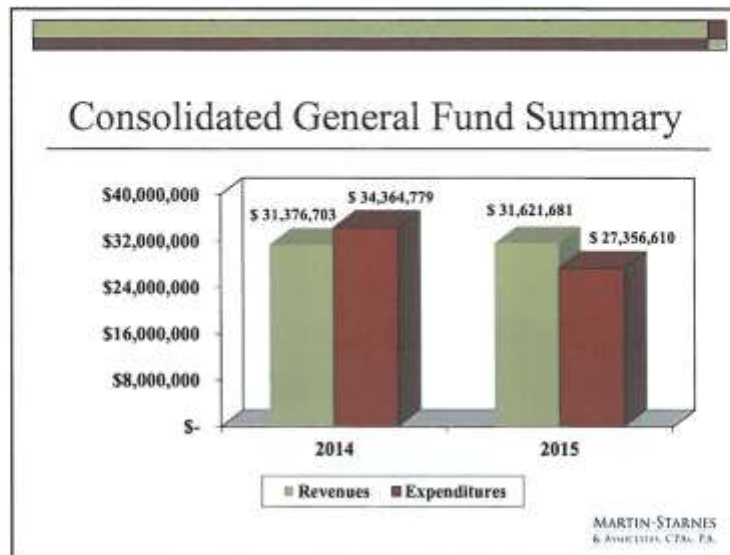


**Fund Balance Position  
Consolidated General Fund**

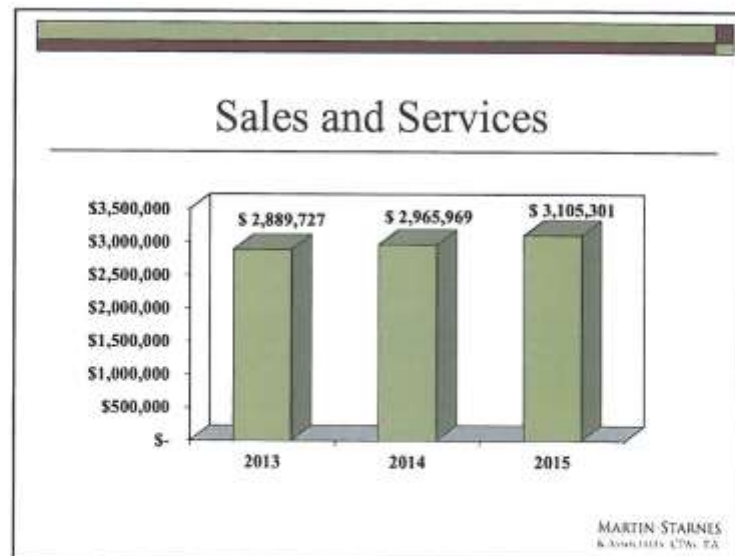
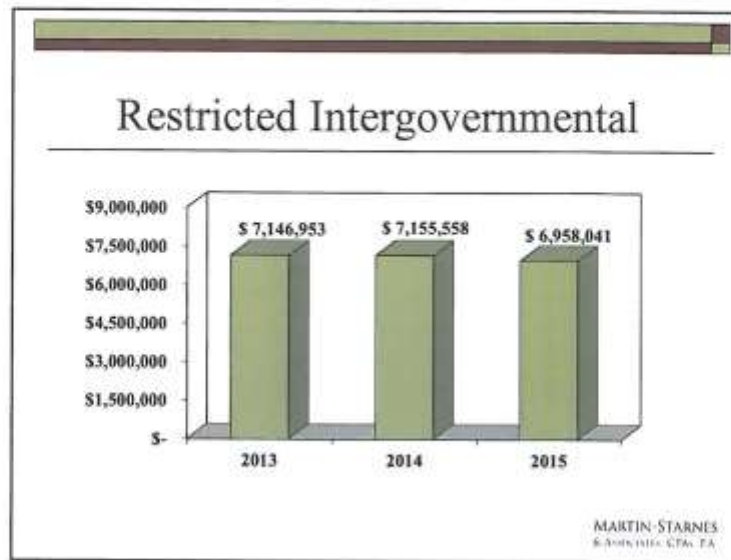
	<u>2014</u>	<u>2015</u>
Total Fund Balance	\$ 9,987,152	\$ 12,573,754
Less:		
Non Spendable	\$ -	\$ (310,342)
Stabilization by State Statute	(3,645,148)	(2,972,245)
Available Fund Balance	<u>\$ 6,342,004</u>	<u>\$ 9,291,167</u>

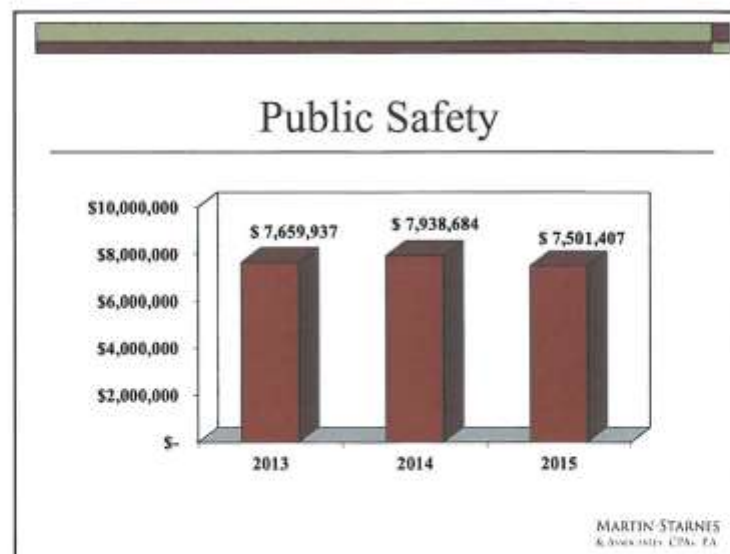
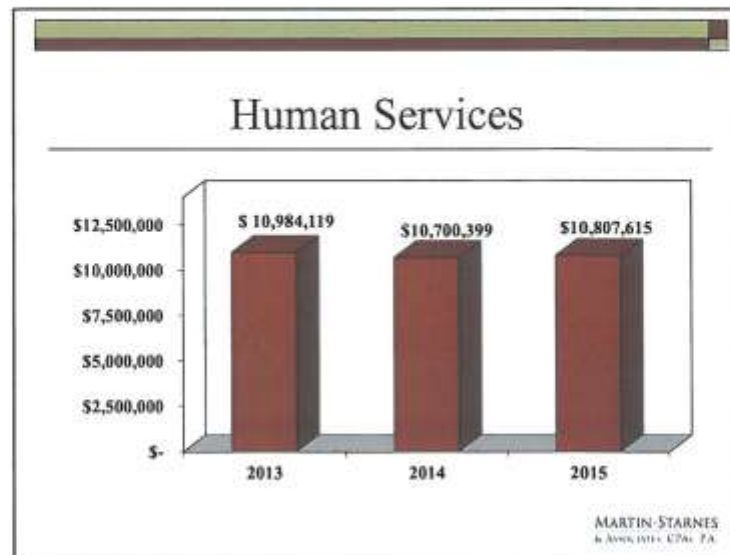
MARTIN STARNES  
& ASSOCIATES, CPAs, P.A.

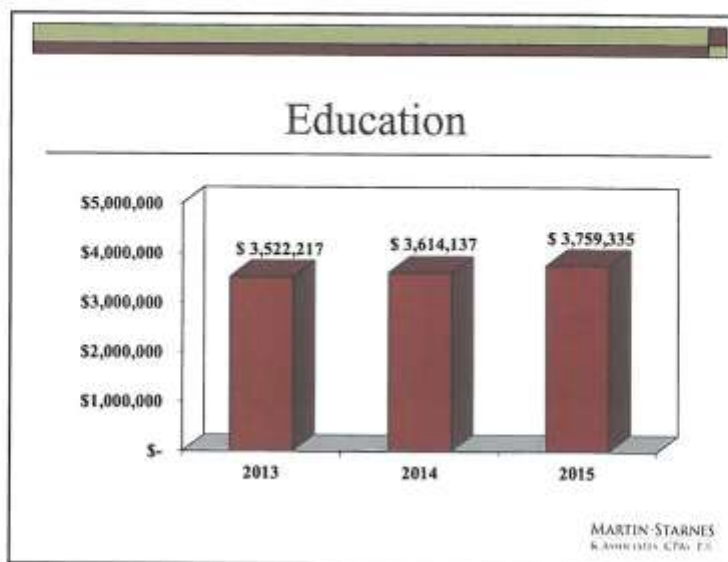












### Water & Sewer Fund

□ Operating Income (Loss)	\$ 904,376
□ Change in Net Position	\$ 1,315,501
□ Total Net Position at 6/30/15	\$ 11,579,823
□ Unrestricted Net Position	\$ 942,326

MARTIN STARNES  
K. JAMES STARNES, CPA, P.E.

## Solid Waste Fund

□ Operating Income (Loss)	\$ (45,713)
□ Change in Net Position	\$ (36,686)
□ Total Net Position at 6/30/15	\$ (600,244)
□ Unrestricted Net Position	\$ (600,244)

MARTIN STARNES  
& ASSOCIATES, CPAs, P.A.

## Northampton County

MARTIN STARNES  
& ASSOCIATES, CPAs, P.A.

MARTIN STARNES  
& ASSOCIATES, CPAs, P.A.







## BUDGET AMENDMENT

DATE 02/26/16

JE-NO 31

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				<u>Insurance Payments</u>		
				Revenue:		
113830	438360			Insurance Payments	1,924	00
				Expenditures:		
114370	535300	66	00	EMS		
114310	535300	1,464	00	Sheriff		
114330	535300	394	00	EM		
				Insurance Reimbursement for		
				Sheriff: 2006 Crown Victoria Vin#0922		
				EMS: 2004 Ford Explorer Vin#0870		
				EM: 2010 Chevy Suburban Vin#8534		
		1,924	00		1,924	00

PREPARED BY Mary Bradley

POSTED BY Mary Bradley

APPROVED BY Kimberly Dean 3/21/16

DATE 02/26/16

02/26/16

BOARD APPROVED





# NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

---

Leslie H. Edwards  
Finance Director

Bill Blanchard  
MIS

## **DECISION PAPER**

**TO:** Northampton County Board of Commissioners

**FROM:** Leslie H. Edwards, Finance Officer

**DATE:** March 07, 2016

**RE:** Renewal Contracts for Pitney Bowes

---

### **PURPOSE:**

The purpose of this decision paper is to seek the approval of the Board of Commissioners to renew contracts with Pitney Bowes.

### **FACTS:**

Pitney Bowes provides leased equipment to Northampton County for postage, including weighing, sorting and sealing of mail. The contracts were last renewed in October of 2011, serving a 60 month lease.

### **DISCUSSION:**

The contracts for Pitney Bowes have reached their term and are up for renewal. Upon renewal departments will receive new updated equipment. Pitney Bowes allows for the county departments to mail correspondence in a more efficient manner.

### **RECOMMENDATION**

Recommend that the Northampton County Board of Commissioners approve the renewal of the Pitney Bowes contracts.

Respectively submitted.

Leslie H. Edwards, Finance Officer.

**COORDINATION:**

County Manager

Concur: Kimberley L. Linn

Concur with Comment: \_\_\_\_\_


Non-Concur: \_\_\_\_\_

**Trillium Health Resources Agreement:**

Mr. James Roberts, Recreation Director, appeared before the Board to seek their approval to enter into an Inclusive Playground Agreement with Trillium Health Resources.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Trillium contract as presented. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**



**NORTHAMPTON COUNTY RECREATION DEPARTMENT**

**DECISION PAPER**

TO: Board of County Commissioners  
Kimberly Turner, County Manager

FM: James Roberts, Recreation Director

DT: 2/22/2016

RE: Playground agreement with Trillium Health Resources

---

**PURPOSE:**  
This paper is to seek the approval of the Northampton County Commissioners with Trillium Health Resources for the Inclusive Playground Agreement.

**FACTS:**  
1. Agreement period is from January 1, 2016 – June 30, 2016.  
2. Approved playground layout must be turned in to Trillium no later than March 31, 2016.  
3. The project must be completed within six months of approval from Trillium.  
4. If approved RFP will be sent out to vendors.

**DISCUSSION:**  
This is the standard agreement that Trillium uses for their inclusive playground for any County or Town receiving money from them. This will be a turn-key project with all cost included in the \$300,000. This is a great opportunity for Northampton County to have a top of the line playground for all to use. The proposed playground will provide a wide-variety of activities addressing the health, well-being and quality of life for our citizens and visitors.

**RECOMMENDATION :**  
The Northampton County Recreation Department recommends that the County Commissioners approve the Inclusive Playground Agreement with Trillium Health Resources.

Respectfully submitted,

James Roberts, Recreation Director

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Trillium Health Resources	
VENDOR #		Address	1708 E. Arlington Blvd, Greenville, NC 27858
		Contact	Amy Corbitt
		2 Originals	0 Copies
CONTRACT #	0090T-000-FY16	Amount \$	300,000.00
New Contract	Yes		
Renewal		Date originally approved by the Board of Commissioners 1/4/2016	
Cost or Material Changes			
Original Contract sent to Contract Administrator		Date: 2/4/2016	
Originating Department/Individual:	County Manager	Item or Service:	Grant for Playground Equipment
Department Involved:	Recreation	Type of Contract:	Grant
Line Item Budgeted:		Period of Coverage:	01/01/16-06/30/16
GRANTS			
Board approval for Application	Approved 1/4/2016	Set	Verified
Board approval for Acceptance	Approved 1/26/2016	Set	Verified
COUNTY ATTORNEY	Date Received: 2/9/2016	Date Approved:	2/9/2016
Approved as to Form: YES		Approved as to Legal Sufficiency:	YES
Revisions Necessary? YES		Board Action Necessary?	YES
Date Revisions were made?	2/9/2016, By ATY.	[Signature]	
FINANCE	Date Received: 2/17/16	Date Audited	2/17/16
Non encumbered contract Yes <input type="checkbox"/> No <input type="checkbox"/>			
ASSISTANT COUNTY MANAGER	Date Received	Date Approved:	
COUNTY MANAGER	Date Received 2/4/16	Date Approved: 2/17/16	
BOARD OF COMMISSIONERS	CLERK TO THE BOARD	2/17/16	
Date approved by Board	Date Received	Date Attested:	
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent :	Date received:	
Copies Delivered to Appropriate Departments:	ORIGINATING	FINANCE	
Original to Outside Agency:	(Departments to deliver)	Date:	
File County Original / Add to Database:		Date:	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	

Agreement #	0090T-000-FY16
Cost Center #	93
Line Item #	0690-55
Obligated	\$300,000.00
Date Entered	

**TRILLIUM HEALTH RESOURCES  
AGREEMENT WITH THE NORTHAMPTON COUNTY FOR INCLUSIVE  
PLAYGROUND**

**Agreement Period: January 1, 2016 – June 30, 2016**

**This Agreement ("Agreement")** is made and entered into as of the 1<sup>st</sup> day of January, 2016 by and between **Trillium Health Resources (hereinafter referred to as "Trillium")**, an Area Authority organized and existing pursuant to North Carolina General Statute, Chapter 122C, whose mailing address is 1708 E. Arlington Boulevard, Greenville, NC 27858, and **Northampton County** (hereinafter referred to as the "County"), whose mailing address is PO Box 808, Jackson, NC 27845, Phone Number 252-534-2501.

**WITNESSETH**

For and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which consideration are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows.

1. County shall manage and ensure the construction and ongoing maintenance of an inclusive playground at Northampton County Recreational Complex: 9536 NC 305 Hwy, Jackson, NC 27845 ("Project"). Prior to making any purchases pursuant to this Agreement, County shall seek advance approval regarding the inclusiveness of the playground from Trillium by sending a request for approval to Amy Corbitt at [Amy.Corbitt@trilliumnc.org](mailto:Amy.Corbitt@trilliumnc.org). The Trillium Project Team's review is limited to whether the playground meets Trillium's standards of a TRULY Inclusive playground.
  - a. County shall obtain and submit the above referenced request for approval, including playground layouts, to Trillium no later than March 31, 2016.
  - b. As soon as possible after receiving approval regarding the playground's inclusiveness from Trillium, County shall initiate and comply with any competitive bidding requirements required by law for the project. County shall arrange for construction of the Project to commence as soon as possible after satisfying any such legally required competitive bidding requirements for the Project.
  - c. County shall arrange for construction of the Project to be performed in a professional and workmanlike manner and completed within six (6) months of receipt of the above referenced approval from Trillium Health Resources ("Completion Date").



- d. Trillium shall reimburse County for all actual, qualifying expenses incurred by County before the Completion Date pursuant and subject to section 2 below. Should County fail to complete said construction by the Completion Date, County shall not be required to repay any amounts previously received from Trillium except as specifically provided for herein and Trillium shall reimburse County for all qualifying expenses incurred by County before the expiration of the Completion Date pursuant and subject to section 2 below.
  - e. Except as specifically provided for herein, Trillium will have no ongoing commitment to the Project after the Completion Date.
2. Trillium shall pay County for County's performance of the obligations and services set forth in section 1 of this Agreement up to a maximum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), subject to the following.
- a. Trillium agrees to pay the County for the services set forth in section 1, provided that in no event the total of payments of services hereunder exceed \$300,000.00 for fiscal year 2015 – 2016. Funding for fiscal year 2016 – 2017 is subject to availability of funds.
  - b. This funding allocation is for actual, qualifying expenses incurred by County in fulfilling its obligations and services set forth in section 1 of this Agreement. Actual, qualifying expenses incurred by County for which Trillium shall pay County include, but are not limited to, the following: (i) expenses incurred in order to obtain and submit the request for approval, including playground layouts, to Trillium Health Resources, (ii) expenses incurred for all materials and equipment provided for in the approved playground layout, and (iii) expenses incurred to construct the playground as approved.
  - c. If a deposit is required for any portion of the funding, it will require advance, written approval from Trillium.
  - d. Invoices are due ("Invoice Deadline") by the 10th of the month following the month or months during which the invoice expenditures were incurred and received by County including all receipts and documentation showing proof of where the funds were spent. Each invoice shall have an attestation/certification statement that states the following: "I hereby attest or certify that the services/equipment reported for payment is correct and for the purpose of completing the inclusive playground construction." This statement shall be signed and dated by County.
  - e. Each invoice shall identify the name of the playground.
  - f. Invoices will be sent to - Attention: Accounts Payable, at 144 Community College Road, Ahoskie, NC 27910-9320, or [accountspayable@trilliumnc.org](mailto:accountspayable@trilliumnc.org).
  - g. Trillium shall make payments to County within thirty (30) days from Trillium's receipt of an approved, accurate and complete invoice.
  - h. Invoices that are received sixty (60) days after the Invoice Deadline will not be processed.

3. It is expressly understood and agreed that, in carrying out the services and obligations to be performed hereunder:
  - a. Any and all other expenses incurred by County in performing the services required herein that are not eligible for payment pursuant and subject to section 2 above shall be at County's sole cost and expense.
  - b. County is an independent contractor and not an employee of Trillium and County shall have all of the rights, duties, and discretion normally associated with such a relationship.
4. This Agreement may be terminated under the following circumstances.
  - a. Trillium may terminate this Agreement immediately if funds granted for the program become unavailable for reasons beyond the control of Trillium for the duration of the Agreement period. Except as specifically provided for herein, any and all of the obligations of Trillium and County under this Agreement shall immediately cease upon such termination. Upon receipt of any notice or reason to believe that such revocation or termination has occurred or may occur, Trillium shall notify County in writing concerning any such actual or potential unavailability of funds.
  - b. The contract may be terminated upon default by either party in the performance of any of the terms, covenants, or conditions of this Agreement and the failure of the defaulting party to remedy, or undertake to remedy, such default for a period of thirty (30) days after receipt of notice from the other party to remedy the same. Notwithstanding such termination, Trillium shall compensate County for services performed under this Agreement prior to the date of such termination. Except as specifically provided for herein, any and all of the obligations of Trillium and County under this Agreement shall immediately cease upon such termination.
5. The parties hereto agree that Trillium may, in its discretion, withhold from any or all of the payments made pursuant to section 2 hereof any amounts which Trillium deems necessary for compliance with any applicable state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended. Trillium shall provide County the basis for any such withholding in a written statement within the time period during which the related payment would otherwise have been made.
6. Indemnification by County: To the fullest extent permitted by law, and without waiving any applicable defense of sovereign immunity, County shall indemnify and hold harmless Trillium, and Trillium's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or related to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction work for the Project itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of County or County's officers, directors, members, partners, agents, employees, or consultants.
  - a. Indemnification by Trillium: To the fullest extent permitted by law, Trillium shall indemnify and hold harmless County, and County's officers, directors, members, partners, agents, consultants, and employees from reasonable claims,

costs, losses, and damages arising out of or related to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction work for the Project itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Trillium or Trilliums' officers, directors, members, partners, agents, employees, or consultants.

7. In addition to the foregoing, the following terms and conditions shall be a part of this Agreement:
  - a. Trillium's logo will be prominently displayed on the playground.
  - b. County agrees to acknowledge Trillium as the funding source in any brochures, advertising, trainings, or other information distributed to the public regarding the subject matter hereof. Except as required hereinabove, County should not use the Trillium name on any literature without obtaining prior written approval from Trillium.
8. This Agreement shall be construed according to and governed by the laws of the State of North Carolina notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
9. This Agreement contains the entire agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and, according to policy adopted by Trillium, County shall not be restricted to fund balance limitations.
10. Upon request, County shall make its annual audit and accounting records available to Trillium.
11. County agrees to secure and maintain all appropriate insurance, including worker's compensation, general liability and property damage, payment and performance bonds and agrees to provide Trillium with proof of such insurance upon request. It is expressly acknowledged by Trillium that County's participation in the North Carolina League of Municipalities IRFFNC or its equivalent and County's self-insurance with regard to worker's compensation will satisfy all of County's obligations regarding liability insurance hereunder.



12. This Agreement shall contain no stricken or initialed provisions, other than for correction of minor clerical errors. Any stricken or initialed provisions shall not be deemed removed from this Agreement and the Agreement shall be interpreted as if such provisions had not been stricken. Both parties to this Agreement must initial corrections of clerical errors.

*This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act, General Statute, 159.*

**SIGNATURES FOR TRILLIUM  
HEALTH RESOURCES**

\_\_\_\_\_  
Leza Wainwright, CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joy Futrell, Vice President,  
Business Operations

\_\_\_\_\_  
Date

**SIGNATURES FOR COUNTY**

\_\_\_\_\_  
Kimberly L. Turner, County Manager

\_\_\_\_\_  
Date

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Shelia A. Edwards  
Finance Officer

**Kimberly Turner**

---

**From:** Scott McKellar <smckellar@bws.com>  
**Sent:** Tuesday, February 9, 2016 3:51 PM  
**To:** Kimberly Turner  
**Subject:** RE: Playground Agreement  
**Attachments:** Contract Control (Trillium).2-9-16.pdf

Kimberly – I have attached the completed contract control sheet on the Trillium deal.

A few typos / minor corrections:

- Page 1, initial paragraph: The P.O. Box number for the County was omitted.
- Page 2, Paragraph 2: In the first sentence, "Counties" should be changed to "County's".
- Page 4, Paragraph 11: At the end of the first sentence, change "receipt" to "request".

And, while not necessary corrections, a few areas of concern I wanted to highlight for you:

- Page 1, Paragraph 1: I don't know what an inclusive playground means or what "Trillium's standards of a TRULY inclusive playground" are. To the extent we need clarification and to avoid surprises, you may want to find out what these standards are in advance.
- Page 2, Paragraph 2(b) and Page 3, Paragraph 3(a): I wonder if we need a more detailed explanation of what constitutes "qualifying expenses" under Paragraph 2(b). While the language here makes common sense and is non-limiting, I then am left questioning after reading Paragraph 3(a) exactly what expenses will be paid and what expenses do not qualify.

Follow up with questions or if you need anything further on this. Thanks.

**Scott McKellar**  
ATTORNEY AT LAW  
[smckellar@bws.com](mailto:smckellar@bws.com)

**BATTLE, WINSLOW, SCOTT & WILEY, P.A.**  
P.O. Box 7100 | 2343 Professional Drive  
Rocky Mount, NC 27804-0100  
TEL: 252-937-2200 | FAX: 252-451-6836  
[www.bws.com](http://www.bws.com)



**From:** Kimberly Turner [mailto:[kimberly.turner@nhcnc.net](mailto:kimberly.turner@nhcnc.net)]  
**Sent:** Tuesday, February 09, 2016 9:12 AM  
**To:** Scott McKellar <smckellar@bws.com>  
**Subject:** Playground Agreement

Hi Scott,

How are you? I just sent you a scanned agreement from Trillium Health Resources in reference to the \$300,000 grant for playground equipment along with a contract cover sheet for your review and approval.

Thanks,

*Kimberly L. Turner*

**Kimberly Turner**

---

**From:** Scott McKellar <smckellar@bws.com>  
**Sent:** Wednesday, February 17, 2016 8:50 AM  
**To:** Kimberly Turner  
**Subject:** RE: Northampton County - Playground Agreement 0090T-000-FY16

Her responses on the "inclusiveness" and "qualifying expenses" questions are still vague. However, on the inclusiveness issue, it doesn't really matter because that will be worked out before construction and expenses are incurred by the County.

The bottom line to me is that we do not want incur expenses that we believe are reimbursable only to have them later denied by Trillium. She suggests that this would be determined before construction as well, which makes sense. If you feel comfortable that we will not be surprised on getting paid, then I am fine.

**Scott McKellar**  
ATTORNEY AT LAW  
smckellar@bws.com

**BATTLE, WINSLOW, SCOTT & WILEY, P.A.**  
P.O. Box 7100 | 2543 Professional Drive  
Rocky Mount, NC 27804-0100  
TEL: 252-937-2200 | FAX: 252-451-6836  
[www.bws.com](http://www.bws.com)



---

**From:** Kimberly Turner [mailto:kimberly.turner@nhcnc.net]  
**Sent:** Tuesday, February 16, 2016 12:54 PM  
**To:** Scott McKellar <smckellar@bws.com>  
**Subject:** FW: Northampton County - Playground Agreement 0090T-000-FY16

Scott,

Please review the revised, attached agreement and let me know if you are satisfied with the changes and explanations.

Thanks,

*Kimberly L. Turner*

Northampton County Manager  
P.O. Box 808 \* 108 W. Jefferson St.  
Jackson, NC 27845-0808  
Ph: (252) 534-2501 Fax: (252) 534-1166  
Email: [kimberly.turner@nhcnc.net](mailto:kimberly.turner@nhcnc.net)

---

**From:** Anne Cary [mailto:Anne.Cary@trilliumnc.org]  
**Sent:** Friday, February 12, 2016 1:57 PM

**Appointment to Home and Community Care Block Grant Advisory Council:**

Mrs. Joslyn Reagor, Office on Aging Director, appeared before the Board to obtain their approval of recommendation for the Northampton County Home and Community Care Block Grant Advisory Council in the case of Mrs. Vivian Flythe Hunter and Mr. Thomas Marrow.

A motion was made by Joseph Barrett and seconded by Virginia Spruill that the Board of Commissioners approve the recommendation of both Mrs. Vivian Flythe Hunter and Mr. Thomas Marrow to be appointed to the Home and Community Care Block Grant Advisory Council. **Question Called: All present voting yes. Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

**DECISION PAPER**

To: Northampton County Board of Commissioners  
From: Office on Aging  
Date: February 24, 2016  
Re: Appointment to the Northampton County Home and Community Care Block Grant Advisory Council.

**Purpose:** To obtain the Board's approval of recommendations for the Northampton County Home and Community Care Block Grant Advisory Council in the case of Mrs. Vivian Flythe Hunter and Mr. Thomas Marrow.

**Facts:** The Northampton County Home and Community Care Block Grant Advisory Council will consist of 9 to 14 members.

At the present time there are 3 vacancies.

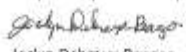
The Advisory Council By-Laws state that each member shall be a resident of Northampton County and show an interest and commitment to serve the needs of Northampton County Aging population.

**Discussion:** The Applicants show an interest in the county and want to help make a difference by being a voice for our senior community.

**Conclusion:** Approval of the new members for the Home Community Care Block Grant Council.

**Recommendation:** That the Board of Commissioners approve the recommendation of both Mrs. Vivian Flythe Hunter and Mr. Thomas Marrow to be appointed to the Home Community Care Block Grant Advisory Council.

Respectfully Submitted,

  
Joslyn Debraux-Reagor  
Office on Aging, Director

**Introduction of New Employee and Electronic Recycling Service Agreement:**

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval of a service agreement proposal for Electronic Recycling.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the contract with Northampton County and Synergy for recycling. **Question Called:** *All present voting yes.*  
**Motion carried.**

Mr. Morris also introduced Mr. Shaquille Taylor, a new employee with the Buildings and Grounds department.

Chairwoman Greene asked Mr. Morris about the inmate labor and how it's working out. Mr. Morris replied that they have not utilized the State prison contract. They are currently still able to use the inmates from the jail. They haven't had the need for it yet.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

## DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: March 7, 2016

Reference: Electronic Recycling Service Agreement

---

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners a service agreement proposal for Electronic Recycling

Facts:

1. Northampton County has a current service agreement with Global Electric Electronic Processing, Inc. (GEEP). With the current agreement there was a no cost obligation to dispose of electronic waste at an on-call basis.
2. On August 31, 2015 a new pricing list was given to the county to delineate the associated costs to dispose of electronic waste.
3. Contact has been made with the following electronic recyclers:
  - a. Synergy Recycling
  - b. Powerhouse Recycling
  - c. USB Recycling
  - d. Global Electric Electronic Processing, Inc. (GEEP)
4. Upon review of the pricing lists given by the above recyclers it was determined that Synergy Recycling would be the most economical.
5. Upon approval and execution of the Services Agreement with Synergy Recycling, the current service agreement with GEEP, Inc. will be terminated.
6. The new service agreement with Synergy Recycling will be used on an on-call basis to become effective upon execution by the Northampton County Board of Commissioners

Discussion: There has been a change in pricing for electronic recyclables due to the volatile metal market. Funding to pay for electronic recycling is limited. As of January 31, 2016, funds in the amount of \$3,923.01 have been set aside in a separate line item. These funds are generated by a distribution from the Electronic Management Fund with the Division of Waste Management and are allocated to Northampton County each fiscal year. These funds will be used to pay for the disposal of the electronics.

Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the Service Agreement with Synergy Recycling for the purpose of disposal of electronic recycling.

Respectfully submitted,

Jason S. Morris  
Public Works Director

Coordination:

Finance Officer

Concur Heslie H. Edwards

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

County Manager

Concur Kimberly R. Dur

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

Action by Decision Makers

Approved \_\_\_\_\_

Disapprove \_\_\_\_\_

Other \_\_\_\_\_

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Synergy Recycling, LLC	
VENDOR #		Address	320 S. Gibson Dr, Madison, NC 27025
		Contact	Megan Tabb 765-438-1297
	2	Originals	0 Copies
CONTRACT #		Amount \$	Varies per Load
New Contract	Yes		
Renewal		Date originally approved by the Board of Commissioners	
Cost or Material Changes			
Original Contract sent to Contract Administrator	Date:	1/15/2016	
Originating Department/Individual:	Public Works/Jason Morris	Item or Service:	Electronic Recycling
Department Involved:	Public Works, Solid Waste Division	Type of Contract:	Service Agreement
Line Item Budgeted:	66-4720-5493-00	Period of Coverage:	ongoing
<b>GRANTS</b>			
Board approval for Application	Approved	Set	Verified
Board approval for Acceptance	Approved	Set	Verified
COUNTY ATTORNEY	Date Received:	1/23/2016	Date Approved:
Approved as to Form:	YES	Approved as to Legal Sufficiency:	YES
Revisions Necessary?	YES	Board Action Necessary?	YES
Date Revisions were made?	1/29/2016		
FINANCE	Date Received:	2/12/16	Date Audited:
Non encumbered contract	Yes	No	
ASSISTANT COUNTY MANAGER	Date Received		Date Approved:
COUNTY MANAGER	Date Received	2/22/16	Date Approved:
BOARD OF COMMISSIONERS	CLERK TO THE BOARD	2/22/16	
Date approved by Board	Date Received		Date Attested:
<b>CONTRACT ADMINISTRATOR</b>			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent :		Date received:
Copies Delivered to Appropriate Departments:	ORIGINATING		FINANCE
Original to Outside Agency:	(Departments to deliver)	Date:	
File County Original / Add to Database:	Date:		
<b>NOTES:</b>			
___ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal ___ copies sent to originating departments with note to forward to vendor <b>PROBLEMS:</b>  Corrective Action:			
		Date:	
		Initial:	





**Synergy Recycling, LLC**  
**320 South Gibson Drive**  
**Madison, North Carolina 27025**

February 3, 2016

Mr. Jason S Morris  
Public Works Director  
Northhampton County  
P.O. Box 68  
Jackson NC 27845

Re: Contract with Synergy Recycling

Dear Mr. Morris:

Enclosed are two executed copies of the Master Services Agreement. After the County has signed them, please return one copy to Ms. Megan Tabb at the following address:

Synergy Recycling, LLC  
320 South Gibson Drive  
Madison, NC 27025

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Steve Earp".

Stephen W. Earp  
Manager

## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made as of FEBRUARY 3, 2016 by and between Northampton County, North Carolina, ("Client"), and SYNERGY RECYCLING, LLC ("Synergy"). Client and Synergy are referred to in this Agreement as the "Parties". In consideration of the mutual promises set forth below, the Parties agree as follows:

### 1. SCOPE AND TIMING OF SERVICES

Synergy will perform electronic scrap recycling services for Client (the "Services") described in Exhibit A, which is incorporated by reference as if fully set forth. Synergy will provide all supervision, labor, supplies and equipment necessary to perform the Services. Synergy will perform the Services in a timely manner according to the schedule set forth in Exhibit A. Synergy will notify Client upon discovery of any event, condition or circumstance that will impair its ability to perform any of the Services, including equipment failures or shutdowns.

### 2. STANDARD OF CARE

Synergy will perform the Services in accordance with the standard of care and diligence normally practiced by recognized firms in performing Services of a similar nature. Synergy warrants and represents that it and its employees, agents and subcontractors have the knowledge, expertise, capability, certifications, licenses, training, insurance and experience necessary to perform the Services.

- a. All Services will be performed in compliance with all applicable laws, regulations and ordinances and other legally enforceable requirements.
- b. Synergy will maintain all permits, licenses or other approvals necessary to perform the Services, and upon request will furnish copies to Client before beginning the Services. Synergy will immediately notify Client if such permits, licenses or approvals are suspended, revoked or expired, or if any action is initiated by a regulatory agency or other person that affects or may affect such permit, license or other approval.
- c. Synergy will notify Client immediately upon receipt of a notice from any governmental entity of a violation of applicable laws, regulations or ordinances at any facility where Services are performed under this Agreement.
- d. Synergy will erase all electronically stored information in the Materials, unless Client requires other destruction steps as described in Exhibit A.

### 3. NON-CONFORMING MATERIALS

If the materials provided by Client do not conform to the descriptions in this Agreement or in Exhibit A, Synergy may, at its option, return them to Client or require Client to remove and dispose of them at Client's expense, and reimburse Synergy for any expenses Synergy has incurred in handling the non-conforming materials.

#### **4. CHARGES AND PAYMENT TERMS**

Synergy's charges and the payment terms for its Services are set forth in Exhibit A. The Party required to pay the other Party under this Agreement agrees to make full payment within thirty (30) days from the date of each invoice. Any balances that remain unpaid after that time period has expired will bear interest at the rate of six percent (6%) per year until paid.

Upon Client's request, Synergy will provide to Client additional reasonable documentation of any charges in its invoices. If Client disputes any such charges, Client may withhold from payment any charges that Client reasonably believes to be inappropriate or incorrect until such documentation is provided or until any errors are corrected. Client will pay the undisputed portions of invoices pending resolution of the correct amount owed by Client. Any unpaid portion of an invoice that ultimately is determined to be appropriate will bear interest in the same manner as other unpaid balances.

#### **5. SUBCONTRACTORS**

Synergy will not assign, delegate or subcontract any Services or any of its obligations under this Agreement without the prior written consent of Client.

#### **6. TERM AND TERMINATION**

This Agreement will take effect on FEBRUARY 3, 2016 and will remain in effect for five (5) years thereafter; however, the Agreement may be terminated by either Party for any reason upon sixty (60) days notice to the other Party. Either Party also may terminate this Agreement upon the occurrence of any of the following:

- a. If the other Party fails to cure a material breach of or default in any of its obligations under this Agreement within thirty (30) days of receiving written notice of such default from the other Party; or
- b. Immediately upon written notice if the other Party becomes the subject of proceedings relating to bankruptcy or insolvency, or makes a general assignment for the benefit of its creditors.

#### **7. NOTICES**

Any notice to be given under this Agreement will be in writing and delivered personally, sent by national next-day courier service, or sent by certified or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address shown on Exhibit A. Either Party may change its address for purposes of this Agreement by providing notice of such change to the other Party. All such notices will be deemed to have been given on the date of confirmed receipt if personally delivered or sent by overnight courier service, or on the third business day following mailing if sent by certified or registered mail, postage prepaid, return receipt requested.

## **8. CONFIDENTIAL INFORMATION**

During the term of this Agreement and thereafter, each Party agrees that it will not disclose or use any of the other Party's Confidential Information. "Confidential Information" means any oral, written, electronic or graphic information, including without limitation information relating to Client's or Synergy's processes, products, technology, sales and profits, pricing, and other financial data, and service improvement recommendations. If the Party that has received such Confidential Information (the "Recipient") becomes obligated to produce the Confidential Information under order of a court of competent jurisdiction, it will give written notice immediately to the Party that disclosed the Confidential Information (the "Disclosing Party") and will disclose such information only to extent required by law. Upon termination of this Agreement or upon the prior demand of the Disclosing Party, the Recipient will immediately destroy all Confidential Information and all materials containing Confidential Information then in the Recipient's possession or control. Nothing in this Agreement, however, will prevent the Recipient from disclosing to others or using in any manner information that the Recipient can show.

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of the Recipient or its employees; or
- b. Has been furnished or made known to the Recipient by third parties (other than those acting directly or indirectly for or on behalf of the Recipient) as a matter of legal right without restrictions on its disclosure; or
- c. Was in the Recipient's possession prior to its disclosure by the Disclosing Party.

## **9. FORCE MAJEURE**

If either Party is unable to perform its obligations under this Agreement by reason of any event beyond its reasonable control and without its fault or negligence, that Party may postpone the Services dates or modify any Service request in whole or in part to such extent as is reasonable under the circumstances, without any obligations or liability to the other Party.

## **10. INDEMNIFICATION**

- a. To the extent allowed by law, Synergy agrees to indemnify, defend and hold harmless Client and its officers, directors, employees and agents from and against any and all claims, damages, suits, penalties, obligations, fines and liabilities for injury or death to persons or loss or damage to property arising out of (1) any breach of this Agreement by Synergy; or (2) any negligent act, negligent omission or willful misconduct of Synergy or its employees, agents or contractors in the performance of this Agreement.
- b. To the extent allowed by law, Client agrees to indemnify, defend and hold harmless Synergy and its officers, directors, employees and agents from and against any and all claims, damages, suits, penalties, obligations, fines and liabilities for injury or death to persons or loss or damage to property arising out of (1) any breach of this Agreement by Client; (2) any negligent act, negligent omission or willful misconduct of Client or its employees, agents or contractors in the performance of this Agreement.
- c. Neither Party will be liable to the other for consequential, incidental or punitive damages. The indemnification made by each Party will survive termination of this Agreement.

#### **11. INSURANCE**

Synergy agrees to procure and maintain throughout the term of this Agreement at least the following insurance (where applicable) covering the Services:

- a. Workers' Compensation: Statutory
- b. General Liability (bodily injury and property damage - combined single limit): \$5,000,000 per occurrence, \$5,000,000 annual aggregate
- c. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement): \$5,000,000 combined single limit
- d. Contractor's Environmental Pollution Liability - Sudden and Accidental: \$1,000,000 per occurrence, \$2,000,000 annual aggregate

Synergy agrees to submit to Client, promptly upon request, certificates of insurance evidencing its insurance coverage. The certificates will state that no policy may be canceled or materially altered, and the coverages may not be changed, without at least sixty (60) days prior written notice to Client.

#### **12. RELATIONSHIP**

In performing the Services, Synergy is an independent contractor, not an employee or agent of Client. Neither Party will have any right to enter into any contracts or commitments in the name of or on behalf of the other, or to bind the other in any respect. Except as specified in this Agreement, each Party will exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations. Synergy acknowledges that Client is not obligated to provide any Worker's Compensation Insurance covering Synergy's personnel.

#### **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and/or contemporaneous agreements and understandings, whether written or oral.

#### **14. GENERAL PROVISIONS**

- a. If any provision of this Agreement conflicts with a provision in Exhibit A, the provision in Exhibit A will prevail.
- b. This Agreement will be governed by the laws of the state where the specific Services at issue are performed.

- c. Any delay or omission in exercising any right under this Agreement, or any waiver of any single breach or default, will not be deemed to be a waiver of such right or of any other right, breach or default.
- d. This Agreement may be executed in two (2) counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory will be bound until both Parties have duly executed or caused to be duly executed a counterpart of this Agreement.
- e. If any part of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will nevertheless remain in full force and effect and will be construed as if such provision, to the extent that it is invalid, illegal or unenforceable, had never been contained in this Agreement.

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

**CLIENT:**

**SYNERGY:**

NORTHAMPTON COUNTY,  
NORTH CAROLINA

SYNERGY RECYCLING, LLC

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

By: *Arthur W. Sapp*

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

Title: MANAGER

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) *Bessie A. Edwards*  
Finance Officer

**Ad Valorem Tax Appeals and Present Use Application:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$191.83 on three appeals.

A motion was made by Joseph Barrett and seconded by Robert Carter that the Board approve the release or refund of Ad Valorem taxes assessed on \$191.83 on these three appeals. **Question Called:** *All present voting yes.* **Motion carried.**

Mrs. Allen also asked to obtain approval of the attached list of late Present Use Applications submitted due to a transfer of property, when the application meets all requirements of General Statute 105-277. This property was transferred from one lineal individual to another lineal individual. There is one application which consists of two parcels: 09-02243 and 09-02244 for Sandra L. and Thomas H. Sperry.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the late Present Use application on parcels so delineated for 2015. **Question Called:** *All present voting yes.* **Motion carried.**

**Budget Formulation and Planning Guidance, Architectural Services Contract, Planning Board Letter, In Rem Tax Foreclosure Information, and Management Matters:**

Ms. Kimberly Turner, County Manager, appeared before the Board with the FY 16-17 Budget Formulation and Planning Guidance. Under the County Manager Recommendation, this is the guidance provided to the Department Heads and the school system in how to plan their budget for Fiscal Year 16-17.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the Budget Formulation and Planning Guidance for 16-17 submitted by the County Manager. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Turner also asked to obtain the Board's approval to enter into a contract for architectural services with Surapon Sujjavanich, Architect, P.A. for the Old DSS Building Renovation Project.

A motion was made by Virginia Spruill and seconded by Robert Carter to enter into a contract with Surapon Sujjavanich Architect, P.A. for architectural services for the Old DSS building Renovation Project/Multi-Needs Project. **Question Called:** *yes (Commissioners Spruill, Carter, and Greene); no (Commissioners Barrett and Deloatch).* **Motion carried.**

Ms. Turner presented a letter she received from the Planning Board where they are requesting the Commissioners to appoint three new members to unfilled seats on the Board. Members are needed from District 2 and District 3. Ms. Turner mentioned that there has already been a selection from the Economic Development Commission. Commissioner Spruill asked if she could wait until the Commissioners/Mayors meeting to give her selection.

Finally, Ms. Turner presented information on the new process used to collect delinquent taxes that she told the Board she would have for them at the last Commissioners' meeting. She noted that she met with the Tax Collectors, Tax Administrator, and the Sheriff to begin the In Rem Tax Foreclosure process. Northampton County is now using both methods of foreclosures through



two processes. The County Attorney is handling the mortgage style foreclosures, and the Tax Collector along with Lieutenant Hawkins and the Tax Administrator are handling the In Rem foreclosure process.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

**NORTHAMPTON COUNTY GENERAL FUND BUDGET FY 2016-2017**

**Budget Formulation and Planning Guidance  
March, 2016**

**County Manager Recommendation:**

<b>I. Northampton County Schools:</b>	<b><u>Current Year</u></b>	<b><u>FY 16-17</u></b>
A. Current Expense:	\$3,300,000	\$3,550,000
B. Capital Outlay:	\$ 345,000	\$ 645,000
<b>Totals:</b>	<b>\$3,645,000</b>	<b>\$4,195,000</b>

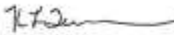
**II. General County Government:**

- A. Mileage reimbursement rate at \$0.55 per mile
- B. Critical Capital Outlay only
- C. 2.5% cost of living increase
- D. Consideration for justified and approved new staff positions (To be considered during Commissioners' budget work sessions)
- E. Department operating budget prepared using zero based budgeting standards
- F. Employee health insurance cost share remain at 80/20



## DECISION PAPER

**TO:** The Northampton County Board of Commissioners

**FM:** Ms. Kimberly L. Turner, County Manager 

**DT:** March 7, 2016

**RF:** Architect Contract

---

### PURPOSE:

To obtain the Board's approval to enter into a contract for architectural services with Surapon Sujjavanich, Architect, P.A. for the Old DSS Building Renovation Project.

### FACTS:

1. The Board of Commissioners provided consent to the County Manager to proceed with the renovation of the old DSS Building on November 17, 2015.
2. Following guidelines in our Bidding Requirements Policy, we provided a Request for Qualifications to several firms in order to secure an architect for this project.
3. A committee consisting of Mr. Jason Morris, Public Works Director, Ms. Leslie Edwards, Finance Officer, and myself opened four bids on February 18, 2016 at 2:00 p.m. in the Commissioners' Meeting Room from MHA Works, Oakley Collier, Surapon Sujjavanich, and JKF Architecture.
4. After reviewing and scoring each firm for five categories, Surapon Sujjavanich received the highest score.
5. The attached contract is a standard AIA (American Institute of Architects) contract with the fee for services at 10 percent of construction cost.
6. The architect is using a base construction cost of \$3,000,000; however, that can be adjusted by the County.

### DISCUSSION:

In following with the County's Bidding Requirements Policy, we secured four bids for architectural services for the Old DSS Building Renovation Project (Multi-Needs Project). Out of the four bids, Surapon Sujjavanich scored the highest and is proposed to provide services for our project at a fee of 10 percent of the construction costs with a base construction cost of \$3,000,000 that can be adjusted by Northampton County.

### RECOMMENDATION:

That the Board of Commissioners enter into a contract with Surapon Sujjavanich, Architect, P.A. for architectural services for the Old DSS Building Renovation Project/Multi-Needs Project.

**Coordination:**

Finance Officer:

Concur: Reid A. Edwards

Non-concur: \_\_\_\_\_

Concur with comments: \_\_\_\_\_

Action by the Commissioners:

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Other: \_\_\_\_\_

**EVALUATION/RATING MATRIX  
NORTHAMPTON COUNTY 2016 RFQ  
ARCHITECT SERVICES FOR RENOVATION OF OLD DSS BUILDING**

<b>Evaluator</b>	<b>MHA Works</b>	<b>Oakley Collier</b>	<b>Surapon Sujjavanich</b>	<b>JKF Architecture</b>
Kimberly Turner	55	80	85	75
Leslie Edwards	74	88	79	74
Jason Morris	73	85	91	84
<b>Total</b>	<b>202</b>	<b>253</b>	<b>255</b>	<b>233</b>

**Evaluation Criteria:**

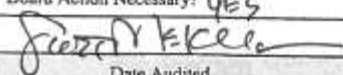
Work Plan/Technical Approach (35)  
Experience of Firm (20)  
Qualifications fo Staff/Mgmt Plan/Experience of Personnel (25)  
Understanding of Area (15)  
Small, Female, or Minority-Owned Firm (5)

Firm Selected:

Surapon Sujjavanich

Date Approved by Board:

\_\_\_\_\_

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Surapon Sujjavanich	
VENDOR #		Address	P.O. Box 308 Apex, NC 27502
CONTRACT #		Contact	Surapon Sujjavanich
New Contract <u>Yes</u>		1	Originals 2 Copies
Renewal _____		Amount \$ 10% of construction costs	
Cost or Material Changes _____		Date originally approved by the Board of Commissioners _____	
Original Contract sent to Contract Administrator		Date: 2/22/2016	
Originating Department/Individual: County Manager		Item or Service: Architect	
Department Involved: Administration/Public Works		Type of Contract: Architectural Service	
Line Item Budgeted: _____		Period of Coverage: until project is completed	
<b>GRANTS</b>			
Board approval for Application		Approved _____	Set _____ Verified _____
Board approval for Acceptance		Approved _____	Set _____ Verified _____
COUNTY ATTORNEY		Date Received: 2/22/2016	Date Approved: 2/22/2016
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? NO		Board Action Necessary? YES	
Date Revisions were made? N/A			
FINANCE		Date Received: _____	Date Audited: _____
Non encumbered contract Yes _____ No _____			
ASSISTANT COUNTY MANAGER		Date Received: _____	Date Approved: _____
COUNTY MANAGER		Date Received: _____	Date Approved: _____
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received: _____	Date Attested: _____
<b>CONTRACT ADMINISTRATOR</b>			
Attorney _____	Finance _____	Asst Cty Mgr _____	Cty Mgr _____ Clerk _____
Outside Agency Signatures: _____		Date Sent: _____ Date received: _____	
Copies Delivered to Appropriate Departments: _____		ORIGINATING _____ FINANCE _____	
Original to Outside Agency: (Departments to deliver)		Date: _____	
File County Original / Add to Database: _____		Date: _____	
NOTES:			
<p>_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>_____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action: _____		Date: _____	
		Initial: _____	

February 19, 2016

Northampton County Board of Commissioners  
P.O. Box 808  
Jackson, NC 27845

Attn: Kimberly Turner, County Manager

RE: Contract Between Owner and Architect  
Northampton County Multi-Needs Project  
Northampton County, North Carolina



Dear Ms. Turner:

Thank you so much for the opportunity to serve you and the Northampton County Board of Commissioners on the above referenced project.

Enclosed are three (3) copies of "Standard Form of Agreement Between Owner and Architect" for the above referenced project. These are the same copies as our rough draft that sent to you to review and modify (if any) earlier. The only thing that has been changed is the date of the Contract on page 1.

If these documents meet with your approval, please execute and the Architect will be here at your office to sign the Contract on February 25, 2016 or any other days at your convenience.

Should you need additional information, please let us know.

We look forward to working with you and the Board of Commissioners on the Project.

Respectfully,  
SURAPON SUJJAVANICH, ARCH., PA

*PN*

Surapon Sujjavanich, AIA, Architect

SS: pns  
Enclosures

# AIA® Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the NINETEENTH day of FEBRUARY  
in the year TWO THOUSAND SIXTEEN (2016).  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS  
P.O. BOX 808  
JACKSON, N.C. 27845

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

and the Architect:  
(Name, legal status, address and other information)

SURAPON SUJJAVANICH, ARCHITECT, P.A.  
P.O. BOX 308  
APEX, NC 27502

for the following Project:  
(Name, location and detailed description)

Design of the Northampton County Administration Complex Renovation and Addition,  
Jackson, North Carolina. The main portion of existing building to be demolished  
and removed. The new county administration building to be designed for construction.  
Work to include, but not limited to, Design and prepare demolition and construction  
documents, submit plans to local and state government agencies for approval,  
negotiate bids with contractors, and supervise construction.

The Owner and Architect agree as follows.

init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below: Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date:
- 2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

Int.

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

init.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor. Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed Record Drawings		
§ 4.1.15 As-constructed Record Drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		
§ 4.1.28 Other		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

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subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.



§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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# ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Fee for Architectural/ Engineering services shall be 10% of construction cost. A base construction cost of \$ 3,000,000 will be used to calculate design services fee for initial phases of the Project and to be revised as work progresses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent ( 25 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	fifteen	percent (	15	%)
Design Development Phase:	twenty	percent (	20	%)
Construction Documents Phase:	forty	percent (	40	%)
Bidding or Negotiation Phase:	five	percent (	5	%)
Construction Phase:	twenty	percent (	20	%)
Total Basic Compensation:	one hundred percent (			

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Principal/ Architect	\$ 125.00/ Hr.	Designers	\$ 85.00/ Hr.
Engineers	\$ 125.00/ Hr.	CAD Operators	\$ 65.00/ Hr.
Technicians	\$ 45.00/ Hr.	Clerical	\$ 35.00/ Hr.

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent ( 20 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Ten Percent (10%)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- 3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

Fannie P. Greene, Chairwoman  
(Printed name and title)

Surepon Sujjavanich, AIA, Architect  
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007 Exhibit A

## Initial Information

for the following PROJECT: Northampton County Administration Complex Renovation  
(Name and location or address) and Addition, Jackson, North Carolina

THE OWNER: Northampton County Board of Commissioners  
(Name and address) P.O. Box 808  
Jackson, NC 27845

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT: Surapon Sujjavanich, Architect, PA  
(Name and address) P.O. Box 308  
Apex, NC 27502

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

### ARTICLE A.1 PROJECT INFORMATION

#### § A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

#### § A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The existing (old Northampton County Social Services) building is to be partially demolished and removed and the new Northampton County Administration Building to be designed and constructed.

#### § A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total, and if known, a line item break down.)

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§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid

§ A.1.6 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

#### ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address and other information.)

Jason S. Morris, Director of Public Works  
P.O. Box 68  
Jackson, NC 27845

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

§ A.2.3 The Owner will retain the following consultants and contractors:  
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Surapon Sujjavanich, AIA, Project Architect  
P.O. Box 308  
Apex, NC 27502

init.

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name and address.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

To be determined later.

.2 Mechanical Engineer

To be determined later.

.3 Electrical Engineer

To be determined later.

§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)

January 13, 2016

To: Northampton County Board of Commissioners

We, the undersigned, are the regularly-attending members of the Northampton County Planning Board. As you note, there are four signatures, where there should be seven.

Our membership has waned, due to retirements, career relocations, and chronic health issues of past appointees. While we strive to serve the needs of the citizens of the County, for the responsibilities assigned to us, it can be difficult to achieve this with such a small number of active members.

Currently, the Economic Development Commission seat and two of the five electoral district positions remain unfilled. It is our concern that these interests and areas need to be represented. Also, it is a serious problem if one of us falls ill, or has pressing family or business reasons to miss a meeting.

We are the only body that can approve a subdivision for a family needing a new home site. That is just one purpose set forth for our Board, and us alone. We understand the sensitivity of citizen and staff needs, to perform our duties on a regular schedule, and a timely basis.

We have no power to flesh out our own numbers. That task rests solely in your hands. We respectfully request that you prioritize the appointment of three new members to the Planning Board, at your earliest opportunity. This is so your constituents can enjoy their property rights fully, and we can advise you and your staff promptly.

In addition, we request that formal training be arranged, both for the new appointees, and for our existing membership. We hope to better understand our function, and avoid problems that might arise out of a lack of knowledge.

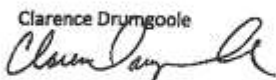
No present member has had the benefit of the IOG training that past Planning Boards have received. We feel that puts us at some disadvantage in helping the citizens and other applicants who come before us, as well as in our advisory role.

In the Interest of better government, we ask that you proceed to serve this need.

Thank you;

  
Kay Winn

  
David Burke

Clarence Drumgoole  


  
Rodney Edwards

### **TAX FORECLOSURE PROCESS**

As a last resort, foreclosure is a collection remedy that all counties use. There are two methods: mortgage-style foreclosure and in rem foreclosure. The mortgage-style foreclosure method is a civil lawsuit that requires the services of an attorney. The in rem foreclosure method is a summary procedure that in most instances can be handled by the tax collector or a paralegal, with occasional advice from an attorney. Both methods require a title examination to determine the persons who are entitled to receive notice of the foreclosure action. The in rem procedure can usually be concluded more expeditiously and less expensively than the mortgage-style foreclosure. Some counties use one method, depending on circumstances relating to the property being foreclosed. Northampton County has always used the mortgage-style foreclosure method until now.

After the foreclosure sale, the proceeds are used to reimburse the taxing unit for its costs and then to satisfy the liens on the property. In most situations, the local property tax lien will have priority and will be paid first. Surplus proceeds remaining after all liens have been satisfied should be submitted to the court for distribution to the taxpayer. The property is sold to the buyer free and clear of all tax liens other than taxes that could not be calculated at the time of sale.

**Citizens/Board Comments:**

***Chairwoman Greene called for Citizens Comments.***

Mr. Jack Saunders passed out a letter from the Lake Gaston Association President concerning their interest items to consider for the annual budget process. He also made comments on the Public Forum held in Lake Gaston last week regarding the Supplemental Tax. Mr. Saunders felt that some of the questions were answered by saying that the State laws are different for Public Schools in general and Charter schools. Mr. Saunders contacted the Department of Insurance in Raleigh and found there were no differences in what could be done per square foot in Public schools and Public Charter schools. He also made a comment that the justification as to why the tax should be passed, failed.

Mr. Tim Hollowell asked a question in reference to a matter that the County Manager brought up about renovating the Old DSS building. He wanted to know how the building will be used. Ms. Turner replied that it will house our administration offices: County Manager's office, Finance office, Veteran's office, Office on Aging, Commissioners' Room, and Human Resources.

Chairwoman Greene reminded everyone that there is a Five-County Forum coming up next week. She will be in attendance along with Vice-Chairman Barrett, and the County Manager. She will bring back a report at the next meeting.

Chairwoman Greene asked the student representative, Sterling Vaughan to make comments. He had several questions for the Board about the matters of today's meeting.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to adjourn. **Question Called: All present voting yes. Motion carried.**

**Closed Session G.S. 143-318.11(a)(4) and G.S. 143-318.11(a)(3):**

A motion was made by Chester Deloatch and seconded by Robert Carter to recess regular session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Virginia Spruill and seconded by Chester Deloatch enter into closed session for the purpose of G.S. 143-318.11(a)(4) and G.S. 143-318.11(a)(3). **Question Called: All present voting yes. Motion carried.**

A motion was made by Robert Carter and seconded by Virginia Spruill to adjourn. **Question Called: All present voting yes. Motion carried.**