



HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: October 10, 2011

FROM Julie Davis, Finance Director

MEETING DATE REQUESTED: October 17, 2011

Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT: Blue Ridge National Heritage Area Trails Program

REQUEST: The BRNHA requests approval of the Contract for Signage Coordination Services between Haywood County and BRNHA, Inc. and the independent contractor Melinda Massey Young, which is included in this package and described in the letter, also included here.

BACKGROUND: The Haywood County Board of Commissioners approved a resolution in January, 2011 (attached), endorsing the BRNHA Trails Program and accepting a grant from the NC Department of Transportation that would enable BRNHA to design, construct, and install signage in the county. BRNHA has engaged a signage coordinator and would like board approval of the agreement.

SUPPORTING ATTACHMENTS: YES NO HOW MANY? see attached

LIST:

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Angie Chandler

TITLE: Executive Director BRNHA

FEB 23 2011



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

02/16/2011

Mr. Marty Stamey
County Manager
Haywood County
215 North Main Street
Waynesville, NC 28786

RE: Extension to Project Completion
Haywood County
TIP #: E-4975; WBS Element: 39831.1.1
Blue Ridge National Heritage Area Trails Program

Dear Mr. Stamey:

According to the Municipal Agreement executed August 8, 2005, the above-referenced project had a completion date of August 8, 2007. We understand that, due to many circumstances, the project will not be completed by this date.

Based upon recent progress and in an effort to fully utilize the allocated funds, the Department will approve your request to extend the completion date to August 31, 2013. However, it is vital that the Municipality work to complete the project by this date, and submit timely invoices to maintain an active project. There is no guarantee of further extensions. Please sign this letter below to indicate your concurrence with the new completion date.

Please contact me at (919) 250-4154 or by e-mail at tdemarest@ncdot.gov if you have any questions. Thank you.

Sincerely,

Tabitha Demarest
Local Programs Management Office

Haywood County concurs:

Name

Title

2/23/2011
Date

cc: Division Project Manager

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27699-1595

TELEPHONE: 919-250-4234
FAX: 919-212-5711
WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE E-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27619

COPY OF A RESOLUTION PASSED BY THE HAYWOOD COUNTY BOARD OF COMMISSIONERS, NORTH CAROLINA

A motion was made by Vice-Chairman Kirkpatrick and seconded by Commissioner Upton for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, the County has requested enhancement funding for the construction of INTERPRETIVE SIGNS FOR THE BLUE RIDGE NATIONAL HERITAGE AREA TRAILS PROGRAM, North Carolina; and

WHEREAS, the Department of Transportation has programmed funding in the 2010-2013 Transportation Improvement Program, as revised, for said construction under Project E- 4975, Haywood County; and

WHEREAS, the County proposes to enter into an Agreement with the North Carolina Department of Transportation for said improvements as described in said Agreement; and

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the Department shall reimburse the County to the extent of eighty percent (80%) of the approved eligible costs covered under this Agreement up to the maximum federal award of \$426,736; and

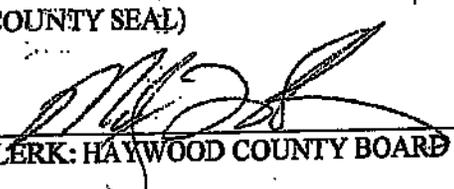
WHEREAS, the County, and The Blue Ridge National Heritage Area, pursuant to the Memorandum of Understanding attached hereto as Exhibit A, shall provide at least twenty percent (20%) matching funds and all costs that exceed the federal award of \$426,736.

NOW, THEREFORE, BE IT RESOLVED that the Agreement for Project E-4975, in Haywood County, is hereby formally approved by the Haywood County Board of Commissioners, and that the Clerk of this County is hereby empowered to sign and execute the required Agreement with the Department of Transportation.

I, Marty Stamey, Clerk of the Haywood County Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of excerpts from the Minutes of the meeting of the County Commissioners duly held on the 12th day of January, 2010: 11

WITNESS, my hand and the official seal of said County on this the 12th day of January, 2010: 11

(COUNTY SEAL)


CLERK: HAYWOOD COUNTY BOARD OF COMMISSIONERS

BOARD OF COMMISSIONERS

MARK S. SWANGER, CHAIRMAN
J. W. "KIRK" KIRKPATRICK, III, VICE CHAIRMAN
DEVIN ENSLEY
L. L. UPTON
MICHAEL T. SORRELLS



COUNTY MANAGER
MARTY STAMEY

LEON M. KILLIAN, III
COUNTY ATTORNEY

October 3, 2011

Marta Matthews
Transportation Program Consultant
Local Programs Management Office
NC Department of Transportation
1595 Mail Service Center
Raleigh, NC 27699-1595

SUBJECT: Contractor Selection – Signage Coordination Services
Haywood County
TIP # E-4975; WBS Element 39831.1.1
Blue Ridge National Heritage Area Trails Project

Dear Ms. Matthews:

On June 22, 2011, the Blue Ridge National Heritage Area Partnership (BRNHA) issued a Request for Qualifications (RFQ) for an individual or firm to provide administrative, coordination, and public relations services for a project involving the design, fabrication, and installation of 80 interpretive signs covering a 25 county area in Western North Carolina. The RFQ was posted on the BRNHA website, shared with the Employment Security Commission, and publicized through BRNHA's e-newsletters to partners across the region.

The Blue Ridge National Heritage Partnership received six inquiries which yielded four applications submitted by the July 13 deadline. BRNHA staff reviewed the applications using the five criteria stated in the RFQ and selected the top two candidates for interviews, which were conducted on July 20. After the interviews, BRNHA Executive Director Angie Chandler conferred with Blue Ridge Parkway and Asheville CVB partners and checked references.

The reviewers selected Melinda Massey Young as the top candidate, judging her to have the highest marks in customer service capability, communication skills, and marketing knowledge. She also had relevant experience with securing local participation in a similar signage project (Civil War Trail interpretive signs). She currently works part-time as Travel and Tourism Director for Polk County and has previously worked as Public Relations and Special Events Manager for Chimney Rock Park.

BRNHA Executive Director Angie Chandler discussed costs with Melinda Massey Young and determined that a compensation rate of \$22/hour with a travel/expenditure allowance of up to \$250/month would be mutually acceptable and commensurate with the services provided. Haywood County has reviewed this cost structure and finds that costs are reasonable and commensurate with the scope of work.

For your records please find attached a copy of the signed contract between all parties. With this contract now signed, work on the Blue Ridge National Heritage Area Signage project will resume immediately.

Sincerely,

Marty Stamey
County Manager

Enclosure

C: Angie Chandler, Blue Ridge National Heritage Area Partnership

CONTRACT FOR SIGNAGE COORDINATION SERVICES

**HAYWOOD COUNTY and the
BLUE RIDGE NATIONAL HERITAGE AREA, INC.**

and

MELINDA MASSEY YOUNG

AGREEMENT

This agreement is made and entered into this _____ day of _____, 2011, between **HAYWOOD COUNTY, NORTH CAROLINA** (hereinafter referred to as "Haywood County") and the **BLUE RIDGE NATIONAL HERITAGE AREA, INC.**, a 501(c)3 non-profit corporation (hereinafter referred to as "BRNHA") and **MELINDA MASSEY YOUNG** (hereinafter referred to as "Signage Coordinator"),

WITNESSETH:

WHEREAS, Haywood County is the recipient of a Transportation Enhancement Grant under Section 1201 of the Transportation Equity Act for the 21st Century (TEA-21) for a signage project entitled the "Blue Ridge National Heritage Area Trails Project," and the Blue Ridge National Heritage Area is the Project Manager for said project; and

WHEREAS, said project will be funded by the North Carolina Department of Transportation under Project E-4975; and

WHEREAS, the North Carolina Department of Transportation and Haywood County have entered into an Enhancement Agreement which sets out the responsibilities of each party with regard to the Blue Ridge National Heritage Area Trails Project; and

WHEREAS, BRNHA, as Project Manager, desires to retain a Signage Coordinator to assist in the Project pursuant to the Enhancement Agreement, and Melinda Massey Young has agreed to provide such professional services as hereinafter set out:

NOW, THEREFORE, the parties hereto make the following Agreement.

- 1) The responsibilities of Haywood County and BRNHA under this Agreement shall be as follows:
 - a) To provide the Signage Consultant with oversight and guidance regarding the implementation of the Project; and
 - b) To promptly pay the Signage Coordinator's invoices for work performed under this Agreement.

- 2) The responsibilities of the Signage Coordinator under this Agreement shall be as follows:
- a) General scope of work: Work with BRNHA staff, designers, engineers, fabricators, signage installers, heritage sites, NCDOT representatives, and other partners to coordinate the project and serve as the lead communicator to heritage sites in the region about the status of the project. Although the Signage Coordinator will be assisting BRNHA in the procurement and coordination, and certain other work, of an engineering firm, and possibly others, relating to the design, fabrication and installation of the signs contemplated as part of the project, BRNHA understands and acknowledges that the Signage Coordinator is not an engineer and will not be providing any engineering services to BRNHA, and that BRNHA will rely solely upon the advice and recommendations of said engineers or persons other than the Signage Coordinator relating to the engineering, fabrication, construction and installation of the signs.
 - b) Specific duties will include:
 - i) Working with BRNHA to identify and recruit heritage sites for the program.
 - ii) Collecting design materials, developing and assisting in obtaining and/or coordinating the execution of easement agreements, contracts and match payments on behalf of BRNHA.
 - iii) Meeting with multiple NCDOT Division representatives in WNC to obtain right of way certifications and coordinate meetings with sites as needed.
 - iv) Working with multiple DOT Division representatives for the development of region-wide gateway signs and locations.
 - v) Assisting BRNHA staff in the procurement and coordination of the work of an engineering firm, which will provide engineering oversight for the project and prepare environmental review documentation.
 - vi) Packaging all materials and submissions for NC DOT approval.
 - vii) Working with the selected engineering firm to prepare fabrication and installation bid documents.
 - viii) Assisting in the coordination of fabrication and installation process and coordinating communication and signage sites and NC DOT Division representatives during this process.
 - ix) Assisting BRNHA staff in the development and implementation of a marketing/public relations plan to promote the signage program including printed and digital maps, press releases, advertising, a celebration event, and other opportunities.
 - x) Setting, coordinating, and providing documentation for regular update meetings with BRNHA staff and NC DOT representatives.
 - xi) Keeping organized paper and electronic records for all aspects of the project, in accordance with Federal Highway Administration and NCDOT requirements, which will be turned over to the BRNHA at the end of the project.

- c) The Signage Coordinator shall report directly to the Executive Director of BRNHA.
- 3) The Signage Coordinator shall be compensated for her work performed under this Agreement as follows:
 - a) Services shall be compensated at the rate of \$22/hour with the expectation that the work will average about 20 hours per week.
 - b) The Signage Coordinator shall be reimbursed for travel and ancillary project expenses, including but not necessarily limited to administrative expenses such as making copies, providing digital images on CD's, faxes, etc. At this time, it is anticipated that said expenses will generally not exceed \$250/month. The Signage Coordinator shall submit expense reimbursement requests to BRNHA on a monthly basis and keep BRNHA reasonably apprised if and when it is reasonably determined that expenses for a given month will or may exceed \$250. Mileage shall be reimbursed at the current IRS-approved rate per mile.
 - 4) Limited right of assignment. Contractor shall have the right to assign Contractor's rights and obligations under the Signage Coordinator Contract to a North Carolina limited liability company in which the Contractor is the sole manager and member.
 - 5) General contract clauses attached hereto as Attachment A are incorporated into this Agreement by reference. The Signage Coordinator is referred to as "Contractor" in Attachment A.
 - 6) The agreement shall take effect upon the date set out above and expire on **July 31, 2013**.
 - 7) The parties agree that this Agreement shall be supplemented by further written agreements as may be necessary to carry out the intent of the parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above set out.

ATTEST:

HAYWOOD COUNTY

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____

215 N. Main Street
 Waynesville, NC 28786

ATTEST:

BLUE RIDGE NATIONAL HERITAGE AREA, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

195 Hemphill Knob Road
Asheville, NC 28803

ATTEST:

MELINDA MASSEY YOUNG

BY: _____

BY: _____

TITLE: _____

PO Box 295
Columbus, NC 28722

Attachment A
GENERAL CONTRACT PROVISIONS

1. **Deliverables:** The Signage Coordinator (“Contractor”) will provide all finished products in a digital format that is compatible with Microsoft Office products or in Adobe PDF format. If technical products, such as engineering drawings and network plans, are unavailable in a Microsoft Office format, the contractor will notify the Blue Ridge National Heritage Area of this fact upon acceptance of this Agreement and provide a list of compatible software.
2. **Contractor Responsibilities:**
 - a. The Contractor will immediately notify the Blue Ridge National Heritage Area of any change in the status or qualification of any subcontractor, conditions, applicable law, or any other event, which may significantly affect their ability to perform the Project.
 - b. The Contractor has no ability to bind Haywood County or the Blue Ridge National Heritage Area (“BRNHA”) to any agreement for payment of goods or services, except as may be expressly authorized by BRNHA in writing. Except for the reimbursement of travel and ancillary project expenses as provided for in paragraph 4 of the preceding Signage Coordinator Contract, the Contractor is responsible for payment of all its expenses, including rent, office expenses, and all forms of employee compensation. The Contractor will provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement.
 - c. The Contractor will provide notice of any work stoppage, liens, or claims against it that cause, or may cause, delays in the work schedules of the Project. Work stoppage include stop work orders arising under contract or legal process, or any other action delaying work in progress on the project.
3. **Payment:** Contractor will be paid within 30 days of submitting an invoice for services rendered and reimbursable expenses as provided for in paragraph 4 of the preceding Signage Coordinator Contract.
4. **Record Retention and Access:** The Contractor will retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of three (3) years from the Termination Date. Haywood County, the Blue Ridge National Heritage Area, the National Park Service, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.

5. Termination of Agreement:
 - a. If the Contractor fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the covenants or stipulations of this Agreement, the Blue Ridge National Heritage Area will have the right to terminate this Agreement by giving written notice to the contractor of such termination and by specifying the effective date of termination. In such event, Haywood County and the Blue Ridge National Heritage Area will have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures will be made under this Agreement except for work that was already approved by the Blue Ridge National Heritage Area and performed prior to the Termination Date.
 - b. In the event that funds for this Project become unavailable, the Blue Ridge National Heritage Area may terminate this Agreement upon fifteen (15) days written notice to the Contractor. All obligations of the Blue Ridge National Heritage Area to make payments under this Agreement will cease as of the Termination Date.
6. Hold Harmless/Indemnity: BRNHA and Haywood County agree to indemnify and hold harmless Contractor for any and all claims, damages, causes of action or losses of any kind, including reasonable attorney's fees, arising out of or relating to the structural design, engineering, construction, fabrication or installation of the signs referred to in the preceding Signage Coordinator Contract. Other than the limited agreement to indemnify provided above and its obligations to Contractor under the Signage Coordinator Contract, Contractor acknowledges that Haywood County and the Blue Ridge National Heritage Area assume no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages, claims, or losses CONTRACTOR MAY INCUR arising out of any activities undertaken by the Contractor under this Agreement; Contractor MAY obtain insurance to protect it from any such claims.
7. Entire Agreement: This Agreement supersedes all prior agreements between Haywood County, the Blue Ridge National Heritage Area, and the Contractor, expresses the entire understanding of the parties with respect to the transactions contemplated herein, and will not be amended, modified, or altered except pursuant to a written statement signed by Haywood County, the Blue Ridge National Heritage Area, and the Contractor.
8. Warranties: The Contractor warrants that there are no actions, suits, proceedings, or investigations at law or in equity or before any court, public board or body pending, or to the Contractor's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the Contractor's ability to discharge its obligations under this Agreement.
9. Excusable Delays: No party will be liable for any failure or delay in performing any of its obligations under this Agreement, that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes, and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control.

The Contractor will notify the Blue Ridge National Heritage Area promptly of any factor, occurrence, or event that comes to its attention that may affect or delay the Contractor's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party will be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

10. Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. The Parties will negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each will proceed diligently to perform their respective duties and responsibilities under this Contract.
11. Equipment/Assets: The Contractor will use equipment and information technology assets that are purchased by the Blue Ridge National Heritage Area for this Project only as provided by this Agreement and, upon termination or cessation of operations, the Contractor's control over said assets will be returned to the Blue Ridge National Heritage Area.
12. Nondiscrimination: The Contractor agrees not to discriminate by reason of age, race, religion, color, sex, national origin, sexual orientation, or disabilities related to the activities of this Agreement. The Contractor agrees to comply with the following federal regulations: Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. §794); and the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.).
13. Rights to Inventions: The terms of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" govern the rights of the Contractor to patentable or otherwise protectable inventions or discoveries made under this Agreement.
14. Compliance with Laws: The Contractor will observe and comply with all laws, ordinances, and regulation of the state, federal, and local governments that may in any manner affect the performance of the Agreement. BRNHA agrees to assist Contractor in ensuring compliance with the nondiscrimination requirements provided for in paragraph 12 above, and other legal obligations associated with the work and services provided for in the Signage Coordinator Contract. It is agreed that any professional legal services reasonably required to assist or ensure legal compliance, including contract/easement preparation, will be either provided for by BRNHA or will be reimbursable expenses to Contractor.

