

ATTACHMENT A

A RESOLUTION SETTING A SPECIAL MEETING OF THE BOARD OF ALDERMEN

Resolution No.39/2010-11

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO:

Section 1. The Board of Aldermen hereby sets a special meeting for the 2011 Planning Retreat on Monday, February 21, 2011 at _____a.m./p.m. at the Robert & Pearl Seymour Senior Center.

Section 2. The Board of Aldermen approves the contract for services with The Dispute Settlement Center and authorizes the Town Manager to execute the contract.

Section 3. The Board of Aldermen shall propose items for the retreat agenda no later than December 7th, 2010.

Section 4. This resolution shall become effective upon adoption.

PROPOSED CONTRACT

THIS CONTRACT is made, and entered into this the ___ day of ___ by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as **“TOWN”**, party of the first part and **the Dispute Settlement Center, Inc.** (hereinafter referred to as **“CONTRACTOR”**), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as **“SERVICES”**) pursuant to the provisions and specifications identified in **“Attachment 1”**. **TOWN** hereby agrees to pay for services at per unit prices contained in Attachment 1 and pursuant to paragraph **“3”** of this contract. Attachment 1 is hereby incorporated by reference as if fully set out herein.

2. TERM OF CONTRACT

The term of this **CONTRACT** is for services associated with the 2011 Board retreat.

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **TOWN** a sum covering consulting expenses based on an hourly cost of \$95 per hour, with an expectation that consulting services will approximate 40 hours for a total cost not to exceed \$3,800. **TOWN** agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this contract, and contained in Attachment 1. Unless otherwise specified, **CONTRACTOR** shall submit an itemized invoice to **TOWN** by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by **TOWN**.

4. INDEPENDENT CONTRACTOR

TOWN and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR’S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR’S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers’ Compensation Act and shall provide for the payment of workers’ compensation to its employees in the manner and to the extend

ATTACHMENT B-2

required by such Act. In the event **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 --- Bodily Injury Liability
\$ 100,000 --- Property Damage Liability
\$1,000,000 --- Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR agrees to furnish **TOWN** proof of compliance with the insurance coverage requirements of this contract upon request. **CONTRACTOR** upon request by **TOWN** shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation or disability. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

9. TERMINATION OF AGREEMENT

This contract is subject to the availability of funds to purchase the specified services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **TOWN**.
CONTRACTOR has no authority to enter into contracts on behalf of **TOWN**.

11. COMPLIANCE WITH LAWS.

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

12. NOTICES

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO
PURCHASING DEPARTMENT
301 WEST MAIN STREET
CARRBORO, NORTH CAROLINA, 27510**

13. AUDIT RIGHTS

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

14. TOWN NOT RESPONSIBLE FOR EXPENSES

TOWN shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** unless otherwise agreed in writing.

15. EQUIPMENT

TOWN will provide meeting materials and equipment to include adequate meeting facilities, refreshments if desired, handouts, an easel, flip charts, magic markers, and tape. **CONTRACTOR** shall supply, at its sole expense, all other supplies required to provide contracted services unless otherwise agreed in writing.

16. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17. HEADINGS.

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

TOWN OF CARRBORO

CONTRACTOR

Title: Town Manager

Title:

Title: Town Clerk

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

Finance Officer

ATTACHMENT 1

Scope of Services

Work with Town Manager to craft a proposed agenda for Board discussion on to prepare for 2011 Planning Retreat

Review reserved facility for the 2011 Planning Retreat

Facilitate Board of Aldermen preparatory discussion(s) as requested by the Town Manager

Prepare final agenda for 2011 Planning Retreat

Facilitate discussion during the Board of Aldermen's 2011 Planning Retreat

Provide written notes capturing the essential points of the retreat discussions.

Provide oral feedback on the retreat process