

REQUEST FOR BOARD ACTION

ITEM NO. 10

DATE OF MEETING: April 20, 2009

REQUESTED BY: Rick Benton, County Manager

SHORT TITLE: Resolution Authorizing Administrative Services Contract (Amendment #1) with Holland Consulting Planners for Incubator Kitchen Project

BACKGROUND: In March the Board of Commissioners approved a program amendment to the FY 06 CDBG grant for the Incubator Kitchen Project. The budget provided for up to \$40,000 in funding for administration. Previously, in the fall of 2007 the County solicited bids for grant administrative services, and received approval from the CDBG Program to award the services to Holland Consulting Services. We have found the matter was never placed on the Board of Commissioner's agenda for approval, thus we need to do so as the grant project is now underway.

A copy of the proposed administrative services contract (amendment #1) is attached, providing for a fee not to exceed \$22,550. This represents 5.7% of the project budget, well below the 10% maximum allowed. No county funds are involved, therefore these costs will be paid for by grant funds. The funds are already budgeted within the Incubator Kitchen Project budget. This is an amendment to the initial contract (\$3,500) for the services related to the project amendment required by the NC Department of Commerce. The total administrative contract cost represents 6.6% of the total project, still well below the 10% allowable.

SPECIFIC ACTION REQUESTED: To adopt a resolution authorizing the administrative services contract with Holland Consulting Planners, Inc. for the Incubator Kitchen Project, in the amount not to exceed \$22,550.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

JB

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

an administrative services contract (amendment #1) with Holland Consulting Planners, Inc. for administration of the Incubator Kitchen Project, in the amount not to exceed \$22,550, is approved. The County Manager is authorized to execute any and all documents necessary to implement this resolution.

Budget Code 60-493065

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Tate ___ Brown ___ Blanchard ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman

Date

ATTEST

Date

CONTRACT FOR CONSULTANT SERVICES
AMENDMENT NO. 1

General Conditions

During completion of the work defined in this Amendment #1, Pender County, NC (the County) and Holland Consulting Planners, Inc. (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for professional planning and project management services dated February 1, 2009.

WHEREAS, the County has received funding from the North Carolina Commerce Finance Center for an FY06 CDBG Economic Development Project Entrepreneurial Incubator Grant, and will require assistance with program management.

The Consultant agrees to provide the County with professional planning and project management services to complete the project as hereinafter set forth, and as outlined in the county's grant application.

The Consultant's services shall include satisfactory completion of all of the following project requirements and compliance with all applicable federal and state regulations including:

- Establish and maintain a filing system for the project in accordance with the N.C. Department of Commerce, Commerce Finance Center, Model Filing System.
- Assist the county in establishing a project financial management system. HCP will be responsible for the preparation of all requisitions, disbursement documentation, and preliminary approval of disbursements. (The county will review, approve, and sign all requisitions and disbursement checks. All posting of checks will be performed by the county).
- Draft general policy documents for Board approval to ensure that the county is in compliance with all aspects of the certifications submitted with the CDBG-EI grant application. This compliance is to include citizen participation, fair housing, Section 504, etc.
- Provide coordination for all third party professional contracts to ensure the timely implementation of the project and provide assistance as needed to carry out the project.
- Provide the architect with contract administration on the interior renovation work at the kitchen incubator facility. Review bid advertisements, bid procedures, and contract documents prepared by the architect to ensure conformance with all federal and state laws. Assist in bidding the interior renovation work. Attend pre-construction conference to advise contractors of all labor regulations. Monitor payrolls and perform in-field labor interviews to ensure compliance with applicable wage rates and labor regulations (at least one site visit every two weeks during construction). Review requests for payment approved by the architect.
- Prepare program amendment (if additional program amendments are made necessary) for submission in accordance with guidelines established by the N.C. Department of Commerce, Commerce Finance Center.

- Prepare all annual performance reports required by the Department of Commerce, Commerce Finance Center.
- Represent the county on all monitoring visits by the Department of Commerce, Commerce Finance Center, and prepare necessary responses to monitoring reports.
- Provide assistance, if required, during formal audits to the program.
- Handle all aspects of program closeout, including advertisement of public hearings, preparation of final performance report, and certificate of completion.
- Prepare quarterly status reports on accomplishments and expenditures of the project.
- Coordinate the documentation of job creations with James Sprunt Community College for the Kitchen Incubator to ensure that the project goals and objectives are documented as met.
- Assume all administrative responsibility for the Department of Commerce, Commerce Finance Center program compliance and completion of all activities defined in the FY06 Pender County Economic Development Entrepreneurial Incubator Grant Application.
- Coordinate project activities with the Pender County Economic Development Alliance Coordinator or their designee.

PENDER COUNTY shall be responsible for the following:

- Payment of costs for annual and closeout audits by an independent public accountant.
- Payment of costs of public advertising for the program amendment. All costs of advertisement for public notices required by the CDBG regulations will be paid for by the county.
- Examine and review all requests presented by the Consultant and render its decision pertaining thereto within reasonable time so as not to delay the services of the Consultant.
- All administrative costs not specifically identified as the responsibility of the Consultant shall be the responsibility of Pender County.

The administrative services provided by the Consultant shall include the necessary studies, inspections, public hearings, and reports needed to submit a program amendment for the Pender County Community Development Block Grant Small Cities Program. The Consultant shall administer the Community Development Block Grant Program in accordance with applicable State of North Carolina regulations, and all applicable federal non-discriminatory and equal opportunity requirements.

The County agrees to pay the Consultant from CDBG and local funds an amount not to exceed \$22,550 for the services rendered. This amount will be paid in monthly installments based on actual hourly charges accrued. Hourly rates shall be based on the rates included in Attachment "A." There will be no separate charges for travel, per diem, or copying. If the limit of \$22,550 is

reached prior to completion of the Project, the Consultant shall continue to render services to the County until such services and the Project are complete, at no additional cost to the County (unless such services qualify as additional services as outlined below). Holland Consulting Planners updates its billing rates once a year, and hourly rates stated in the contract may be increased annually; however, the contract not-to-exceed fee will not be increased.

The Consultant will document all monthly invoices with hours worked for Project administration, and will submit monthly status reports which outline work performed during the previous month.

The Consultant will complete all work within twelve (12) calendar months from the date of Contract Amendment execution. The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the County. Such delays may include but not necessarily be limited to:

- Failure by the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Changes in the County's elected or appointed personnel which result in program disruption or rescheduling.

The Consultant will comply with all applicable requirements of the Grant between the County and the State of North Carolina.

If the Project is abandoned or indefinitely postponed by the County prior to completion of the work by the Consultant; or if the contract is terminated by either party prior to completion of work by the Consultant, as outlined hereinafter, the County shall pay the Consultant an amount equal to payroll costs accrued, plus reimbursable expenses for work on those phases which have not been completed, except as otherwise provided below. Payroll costs will be charged at the hourly rates outlined in Attachment "A" to this Contract Amendment.

If County fails to make any payment due Consultant for services within sixty days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, Consultant may, after giving seven days' written notice to County, suspend services under this Contract Amendment until he has been paid in full all amounts due him for services and expenses.

No deletions, additions, changes or revisions shall be made to the scope of services or related fees under this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the originally-specified scope of work, a contract amendment shall be issued, and the County shall pay the Consultant for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:

- Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal proceeding involving the Project.
- Additional services required because of failure of the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.

Payroll costs for additional services will be charged at the hourly rates outlined in Attachment "A"

to this agreement.

Original non-public documents, tracings and reports of the Consultant are, and shall remain the property of the Consultant.

All CDBG requirements as listed in the contract referenced above will remain in force for the duration of this Amendment.

The County and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators; and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in Pender County, North Carolina, or the federal district court nearest thereto.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

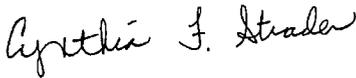
HOLLAND CONSULTING PLANNERS, INC.

PENDER COUNTY, NC



T. Dale Holland, President

Rick Benton, County Manager



Witness

Witness

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

Finance Officer

Date

ATTACHMENT "A"

PENDER COUNTY
FY06 CDBG ECONOMIC DEVELOPMENT PROJECT
ENTREPRENEURIAL INCUBATOR PROJECT
FEE SCHEDULE

<u>Staff Position</u>	<u>Hourly Rate</u>
J. Reed Whitesell Community Development Manager	\$110.00
Chip Bartlett Project Manager	\$75.00
Jessie Miars Program Administrator	\$60.00
Administrative Support	\$50.00