

Contract Number: EC00000000005969
(Please reference this number on your invoices for payment)

SERVICES AGREEMENT - EXPENSE

Department: 40 - Community Services

Vendor: VC0000001603 - CAPITAL AREA PRESERVATION INC

Description of Services: The services to be performed by the Provider shall be as follows:

In 2003, Wake County entered into an agreement with Capital Area Preservation to provide administration of the Wake County Historic Preservation Commission, advance and maintain the landmarks program, improve community relations and provide an annual report relative to the program's activities. The list of services are provided on an ongoing basis during this five-year agreement.

Provide support to the Wake County Historic Preservation Committee (WCHPC) -

- Orient and train members of the WCHPC, assuring that consistent education on their responsibilities under the ordinance/bylaws is a top priority.
- Conduct monthly meetings with WCHPC officers to discuss upcoming agenda items and related WCHPC business matters.
- Prepare and disseminate WCHPC meeting packets containing agendas, minutes, and supplemental materials, maintain member attendance records and conduct efficient meetings according to bylaws.
- Administer the Certified Local Government program as defined in the Historic Preservation Act of 1966, amended 1980, including preparing the annual report.
- Provide staff reviews of Landmark nominations and Certificates of Appropriateness for properties within the Service Area and make recommendations to WCHPC.
- The service area includes unincorporated areas of Wake County and the Towns of Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wendell, and Zebulon.
- Recommend funding projects to WCHPC for approval, review subcontractor submittals and invoices for completeness and accuracy, and provide quarterly fund updates to WCHPC and Wake County Planning staff.
- Collaborate with Wake County Clerk's office to address WCHPC member vacancies and appointments.
- Assist WCHPC attain progress in its priority projects (those with a timeline of 1-3 years and 1-5 years) identified in the strategic plan.
- Advance and Maintain the Landmarks Program within the Service Area.
- Boost awareness of and support for the Landmarks program among the general public.
- Update and maintain designation priorities list and maintain database and GIS map data for the existing landmarks.
- Promote and market the Landmarks program to potential owners, particularly in underserved communities.
- Apply for grants and monitor National Register RFP consultant process.
- Initiate and monitor nominations for Landmark and National Register designation, survey reports and other projects submitted by consultants, based on the appropriation of County funds for this purpose.
- Coordinate the Wake County Landmark designation public hearing process with the member jurisdictions' Planning, Clerk, and Manager office staffs, including preparing, submitting, and presenting agenda items and supplemental materials to respective governing bodies.
- Routinely inspect current Landmark properties for compliance with Wake County Historic Preservation Ordinance. Coordinate efforts to address cited violations with appropriate county and/or municipal agencies.
- Enhance Community Relations within the Service Area Continue to build stronger relationships with current Landmark property owners, as well as with local officials in accordance with the existing inter-local agreement between local municipalities and the County.
- Be available to communities for comments and consultation regarding community projects involving historic properties.
- Perform associated administrative, research and support activities:

- Consult with Wake County staff, development applicants, and others needing assistance with some aspect of Wake County's historic preservation program.
- Conduct monthly meetings with Wake County Planning staff to discuss program and policy initiatives and contract administration issues.
- Provide Wake County Public School staff, Wake County Planning Staff, Housing and Community Development staff, and other county departments as requested, with written findings of historical significance for projects involving properties listed in the Wake County Historic Resource Database.
- Provide Wake County Planning staff with written findings of historical significance for development applications proposed on properties listed in the Wake County Historic Resource Database.
- Perform Section 106 housing reviews for Wake County Housing and Community development proposals, according to the Programmatic Agreement between the County and State Historic Preservation Office, upon request.
- Research and report on various topics of interest. Collaborate with Wake County Planning staff on strategic action themes.
- Provide an Annual Report
- Provide an annual report to the Wake County Board of Commissioners detailing the return on investment for County expenditures under this agreement and an overview of historic preservation activities. This report will be made at the time and in the manner deemed appropriate by the County Manager or his designee.

BOC Date Approved: 3/22/2021

Contract Start Date: 7/1/2021

Contract End Date: 6/30/2026

Max Amount Payable: \$121,394.00

Funding Source(s):

Federal State ☒ County Grants Other None

BFY	Acct Template	Object	Description	Amount
BFY	Accounting Template	Object Code	Description	Line Amount
2022	343431	2406	Historic Preservation Services	\$121,394.00
2023	343431	2406	Historic Preservation Services	\$126,249.00
2024	343431	2406	Historic Preservation Services	\$130,037.00
2025	343431	2406	Historic Preservation Services	\$133,938.00
2026	343431	2406	Historic Preservation Services	\$137,956.00

Competition:

RFP#: **Next Competition:** BUS JUST **Year Last Competed:** 2020

Person Responsible for Monitoring the Contract Performance Requirements: Jenny Coats

THIS AGREEMENT, is made and entered into this 23 day of March, 2021 by and between Wake County, North Carolina (the "County") party of the first part; and CAPITAL AREA PRESERVATION INC (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I.SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows:

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- This report will be made at the time and in the manner deemed appropriate by the County Manager or his designee.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

II.TERM

The services of the Provider shall begin on 7/1/2021 and shall be provided until 6/30/2026.

III.MAXIMUM AMOUNT PAYABLE: Contracted services are provided on a five-year schedule and includes a 3% cost escalation and is all inclusive of CAP time and expenses for services provided to Wake County. The first-year cost is \$121,394.00

IV.PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in

payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

V. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

VI. CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

VII. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating

any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

VIII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

IX. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or government immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

X. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

XI. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

XII. NON-APPROPRIATION

Provider recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

XIII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

XIV. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XV. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer [*pursuant to NCGS 147 Article 6E, Iran Divestment Act*](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XVI. FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

WAKE COUNTY, NORTH CAROLINA

CAPITAL AREA PRESERVATION INC

By: _____

Name:
Wake County Department Director

Date: _____

By: _____

Name: Gary Roth
President and CEO

Date: _____

By: _____

Name:
Wake County Manager or Designee

Date: _____

CAPITAL AREA PRESERVATION INC
PO BOX 28072
N/A
RALEIGH, NC 27611-8072

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

Wake County Finance Director

The person responsible for monitoring the contract performance requirements is Jenny Coats.

Department Head Initials: _____