

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: 19 April 2006

SUBJECT: Title attorney contract, Crisis Housing Assistance Fund grant

ATTACHMENT(S): Draft contract

SUMMARY OF REQUEST:

Attached is a proposed contract with Angela Beeker, Esq., to perform title work for the Crisis Housing Assistance Fund grant project. All costs of this contract would be paid by the grant. Title services as stated in the contract are required by the terms of the grant. The proposed contract attorney was chosen by the County staff responsible for grant administration.

County staff will be present and prepared if requested to give further information on this matter.

PROPOSED BOARD ACTION:

If the Board is so inclined, the following motion is suggested:

I move that the Board enter into the contract for legal services which is attached to the agenda item for this matter.

Angela S. Beeker, Esq.
WHITMIRE BEEKER & TOWNSEND
Title Work and Property Clearance Contract

THIS AGREEMENT, made this the 13th day of March 2006 by and between Angela S. Beeker (hereinafter called the "Attorney") and Henderson County, (hereinafter called the "County").

WITNESSETH

WHEREAS, the Attorney operates to provide Title Work and related Property Clearance Assistance to the Henderson County; and

WHEREAS, the County is the recipient of a Crisis Housing Assistance Fund Grant (CHAF) and has requested the assistance of the Attorney in verification of property title clearance, and tax fee clearance as they relate to the CHAF grant.

NOW, THEREFORE, the Attorney and the County mutually agree to the following:

1. **Employment and Scope of Work**

The County hereby agrees to engage the Attorney and the Attorney agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Attorney shall commence on March 13, 2006 and June 30, 2007 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond December 31, 2007.

3. **Assignability**

The Attorney shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the County, or unless specifically contained in the Scope of Work attached hereto.

4. **Compensation and Method of Payment**

The Henderson County will pay the Attorney for the services provided hereunder, at the Attorney's cost of work provided to the County by Attorney staff, including associated travel costs and expenses directly related to the project. The Attorney will assign personnel to the project in such a way as to minimize costs while ensuring a quality product.

For financial planning purposes, the estimated maximum cost of this contract is ^{#5400-ASB} \$8,400 for the Title Work and Legal Assistance related to the Title Clearance of properties with in the CHAF Project. If circumstances beyond the Attorney's control should cause the total cost of

completing the scope of services to exceed \$5,400 then the County and the Attorney will negotiate a mutually acceptable revised maximum cost.

The Attorney will issue an invoice to the County each month detailing the Attorney's cost of work performed and associated travel costs for the prior month. The County will issue a check to the Attorney upon receipt of the monthly invoice.

5. **Termination of Contract for Cause**

If, for any cause, the Attorney shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Attorney shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall, thereupon, have the right to terminate this Contract by giving written notice to the Attorney of such termination fifteen days before such effective date. During the fifteen day notification period, the Attorney shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Attorney shall be entitled to receive just and equitable compensation for all satisfactory work completed.

6. **Changes**

The County may from time to time request changes in the scope of work or services to be performed by the Attorney hereunder. Such changes, including any increases or decreases in the Attorney's compensation, which are mutually agreed upon by and between the County and Attorney, shall be incorporated as written amendments to the Contract.

7. **Records**

The Attorney shall maintain financial records pertaining to this Contract for Five years after final settlement of the Contract or until cleared by audit.

8. **Access to Records**

The Attorney shall have access to appropriate records on file at the County, which are necessary for Attorney staff to fulfill the terms of this Contract.

9. **Interest of Contractor**

The Attorney covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Attorney further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

10. **Findings Confidential**

Any reports, information, data, etc., given to or prepared or assembled by the Attorney under this contract which the County requests to be kept confidential shall not be made available to any individual or organization other than the County, unless the Attorney is required by law to make said item or items available.

11. **Complete Agreement**

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. **Applicable Laws**

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

13. **Conflict of Interest**

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or case to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

14. **Access to Records and Record Retainage**

In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out in compliance with 4 NCAC 19L Rule .0911, Record keeping.

The North Carolina Redevelopment Center, the North Carolina Department of the Treasurer, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written.

Henderson County

Attorney

By: _____

By: Angela S. Burke

Title: Chairman, Henderson County

Title: Partner

Attest: _____

Attest: _____