

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Planning Department

Department contract file name (use effective date): PlanningCommunities\_Planning\_20240723

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Conservation Dashboard and Plan

Contract Component: Master

Change Order Number/Addendum Number:

Vendor Name: Planning Communities LLC

Effective Date: 07/23/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 10/1/2025

Total Amount: \$70,000

Please Return Contract to:

**Name:** Brandon Dawson

**Email:**

brandon.dawson@chathamcountync.gov

Special Instructions for Clerks Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: Jason Sullivan (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**NORTH CAROLINA  
CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this 23rd day of July, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Planning Communities, LLC (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on July 1, 2024 and end on October 1, 2025, unless terminated hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$70,000, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina  
919.542.8200


Contractor Name: Planning Communities, LLC  
Attn: Teresa Townsend  
Address: 9121 Anson Way, Suite 200  
City, State, Zip Code: Raleigh, NC 27615  
Phone: 919-803-6862  
Email: ttownsend@planningcommunities.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.


- iii. Failure to maintain the insurance required by this Agreement.
  - iv. Charging rates or fees in excess of those permitted under this Agreement.
  - v. Inefficient, or unsafe practices in providing Services.
  - vi. The material breach of any provision of this Agreement.
- b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.

**CHATHAM COUNTY**

By:   
Dan LaMontagne, County Manager

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

  
Roy Lynch, Finance Director

**CONTRACTOR**

By:   
Name: Teresa Townsend  
Title: Chief Executive Officer

## APPENDIX 1

### SCOPE OF WORK

**PROJECT NAME:** Conservation Dashboard and Implementation Plan

**SCOPE OF SERVICES:** The project will be completed in a total of 6 primary tasks, the scope and deliverables of each are outlined below.

#### **Introduction:**

The Chatham County Comprehensive Plan (2017) established a vision and goals for the County's future. The Conservation Dashboard and Implementation Plan will focus on the components of the Comprehensive Plan that relate to conservation, seeking to establish metrics for tracking progress towards these goals and a plan for achieving them, while prioritizing equity throughout. Planning Communities will work with County staff, community stakeholders, and the NC Wildlife Resources Commission to develop a list of metrics and online dashboard for tracking these goals, an implementation plan focused on staff capacity and needs to outline a roadmap for achieving the County's established conservation goals, and the necessary educational materials for sharing this project with the community and County leadership.

#### **Task 1: Project Initiation**

Planning Communities will work with the Conservation Working Group (CWG) to refine the conservation-based components of the Comprehensive Plan to include in the project, research examples of similar projects, develop a plan for stakeholder engagement, develop a proposed project scope and timeline, and present them to stakeholders and the Board of Commissioners. In addition, our team would recommend development of an equity framework in this initial phase of the project to establish how equity considerations will be integrated throughout the project. Task one deliverables are as follows:

- Kick-off meeting
- Conservation Working Group exercise
- Stakeholder group virtual meeting
- Presentation to the Chatham County Board of Commissioners

#### **Task 2: Metrics**

Planning Communities will design a series of facilitated exercises to work with the stakeholder group and the CWG to collaboratively refine the list of metrics to select those that will be the most effective for Chatham County. In order to decide which metrics can and should be tracked, Planning Communities will work with the stakeholders and CWG to understand the resources, staff capacity and technical capacity for collecting the relevant data and the data that is already being tracked by various data holders (state, regional, local) that can be leveraged for this purpose. Exercises could occur in a longer workshop format or be broken into a series of up to three meetings. Feedback and input will be built into the selection process so that the final outcome is a stakeholder-driven set of metrics with strong buy-in. Task Two deliverables are as follows:

- CWG engagement meetings (up to 3)
- Stakeholder group meetings (2)
- Draft and final list of metrics, including equity metrics

#### **Task 3: Dashboard and Data Compilation**

Planning Communities will work collaboratively with County staff and the CWG to develop the dashboard that best meets Chatham County's needs. Planning Communities will meet with the Management Information Systems department to discuss software and data integration, software usage and limitations, and additional technical requirements. A mockup of the dashboard will be presented to the CWG and their feedback will be incorporated into the final online version of the dashboard. Planning Communities will work together with County staff to maximize opportunities for automatic updates to the dashboard. Other site features may include partner

opportunities to provide input and share progress updates on collaborative goals. Planning Communities will present the dashboard to the stakeholder group and the Board of Commissioners. Task Three deliverables include:

- Dashboard mock-up
- Final dashboard
- CWG and MIS department meetings and summaries
- Presentations for stakeholder group and BOC

#### **Task 4: Preparation**

Task 4 consists of final determinations on which conservation-based Comprehensive Plan components need to be included on the implementation plan and completing research on best practices for implementing these goals. This review begins during Task 1 which identifies achievement of key actions (such as whether a plan or policy has been adopted). Under Task 4, more detailed progress on all actions will be assessed to determine where implementation strategies are needed to further an action. The Planning Communities team will draw upon its extensive library of best practices along with new research to provide an inventory of potential implementation strategies and actions. Best practices research will include emerging practices and new programs that may not have been considered when the 2017 plan was developed to ensure that Chatham County is able to meet its goals. North Carolina Wildlife Resources Commission research and input will be incorporated in this step as well reflecting agency expertise and/or to fill in identified gaps with available capacity for assistance. Planning Communities will share best practices with CWG and conduct one to two meetings to refine a set of overarching implementation strategies, key priorities and high-level responsibilities across County departments. Planning Communities will use facilitated exercises to maintain an engaging, interactive and consensus-building approach. Task Four deliverables are as follows:

- CWG meeting materials and summaries (1-2 meetings)
- Preliminary and final list of implementation strategies

#### **Task 5: Capacity and Responsibility Planning**

Once implementation strategies have been selected, Planning Communities will meet with members of the CWG and their Department Heads in small groups or one-on-one to work out the details and the needs for County departments in implementing each strategy. Planning Communities will collaborate with each department to identify the department responsible for leading each strategy, understand the department's existing capacity to carry out these responsibilities, determine what each department will need in order to meet their responsibilities (funding, staffing, etc), as well as identify potential partners and supportive resources where appropriate (grant opportunities, potential collaboration with other public or private organizations, etc). These meetings will also be used to refine timeframes as appropriate to ensure that the resulting implementation plan is feasible. As noted in the response to comments, some goals may require or benefit from outside collaborations and these opportunities will be noted in addition to internal roles and responsibilities. Task Five deliverables are as follows:

- Interview/small group meetings (virtual) and summaries (up to 10)
- Draft list of responsibilities and needs by department

#### **Task 6: Implementation Plan**

The draft list of responsibilities and needs from Task 5 will be presented to the CWG and Department heads to solicit feedback to finalize for the Implementation Plan. The Implementation Plan will compile the Task 4 and Task 5 results into an effective, easy-to-read, and implementable plan document. The Implementation Plan will establish clear next steps, roles and responsibilities, and funding for prioritized actions. The plan will include graphic elements such as infographics, charts and graphs to convey important data, and visual elements throughout to guide readers and make connections between concepts. Implementation strategies will be presented in a matrix that can be used by the County in the coming years to refine actions and pathways to implementation. It will include information on the department responsible for implementation, additional key partners and/or staffing needs, timeframe/phasing, and associated dashboard metrics to track. The Plan will be designed to complement the dashboard (Task 3), which will continue to provide transparency around Chatham County's conservation efforts. Visual elements will be carried through to provide a clear connection between the

Plan and the Dashboard. Key performance indicators identified for plan elements or focus areas will connect to the data shown on the dashboard. Planning Communities will present the draft Implementation Plan to the stakeholder group in a virtual meeting and collect feedback. Both the draft plan and stakeholder feedback will be presented to and reviewed with the CWG. Following this meeting, review feedback will be incorporated into a Final Implementation Plan that will be presented to the BOC at an in-person meeting and released to the public. Task Six deliverables are as follows:

- CWG and department head meetings and summaries
- Draft and final implementation plans

### **Additional Services**

In the event that services in addition to those listed in the Scope of Work above are requested by the County during the course of the project (such as additional meetings, GIS services, analyses, promotional materials, etc.), Planning Communities will work with the County project manager to revise the agreement with the County to add those services, based on the same hourly rates shown in the Estimated Budget.

**TOTAL COMPENSATION:** \$70,000 – A full breakdown of cost of services provided by Planning Communities can be found in Appendix 3. Planning Communities will provide monthly invoices to Chatham County complete with breakdown of individual services and associated costs for the invoice period.

**COMPLETION DATE:** Overall project completion estimated at October of 2025. Estimated completion dates of project phases and their associated deliverables established in the Scope of Work are listed below:

- Task 1 – Project Initiation: October 2024
- Task 2 – Metrics: November 2024
- Task 3 – Dashboard & Data Compilation: February 2025
- Task 4 – Preparation: April 2025
- Task 5 – Capacity & Responsibility Planning: July 2025
- Task 6 – Implementation Plan: September 2025

## APPENDIX 2

### INSURANCE REQUIREMENTS

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General / Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage  
\$1,000,000 errors and omissions and  
negligent performance

**NOTE:** The above amounts are the minimum amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a vendor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a vendor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the vendor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.



APPENDIX 3

Firm/Staff	Hourly Billing Rate (\$/hr)*	Phase One						Phase Two						Total Hours	Total Dollars				
		Task 1 - Project Initiation, Research & Engagement Strategy		Task 2 - Metrics Dashboard & Data Compilation		Task 3 - Phase One Total		Task 4 - Preparation		Task 5 - Capacity & Responsibility Planning		Task 6 - Implementation Plan				Phase Two Total			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars				Hours	Dollars	
<b>Planning Communities, LLC</b>																			
Teresa Townsend AICP, Principal/Project Manager	\$235	16	\$3,760	12	\$2,820	18	\$4,230	46	\$10,810	12	\$2,820	12	\$2,820	8	\$1,880	32	\$7,520	78	\$18,330
Ann Steedly P.E., Principal/Equity Advisor	\$235	4	\$940	2	\$470	2	\$470	8	\$1,880	2	\$470	2	\$470	2	\$470	6	\$1,410	14	\$3,290
Kari Hewitt Chief Regeneration Officer	\$260	4	\$1,040	6	\$1,560	2	\$520	12	\$3,120		\$0		\$0	2	\$520	2	\$520	14	\$3,640
Brandy Huston Senior Planner	\$165	4	\$660	2	\$330		\$0	6	\$990	2	\$330	2	\$330	6	\$990	10	\$1,650	16	\$2,640
Gray Johnston Resilient Planning Lead	\$140	24	\$3,360	12	\$1,680	12	\$1,680	48	\$6,720	12	\$1,680	12	\$1,680	24	\$3,360	48	\$6,720	96	\$13,440
Hal McCay Graphics & Communications	\$115	4	\$460	2	\$230	6	\$690	12	\$1,380	4	\$460	4	\$460	8	\$920	16	\$1,840	28	\$3,220
<b>Total PC Direct Labor</b>		<b>56</b>	<b>\$10,220</b>	<b>36</b>	<b>\$7,090</b>	<b>40</b>	<b>\$7,590</b>	<b>132</b>	<b>\$24,900</b>	<b>32</b>	<b>\$5,760</b>	<b>32</b>	<b>\$5,760</b>	<b>50</b>	<b>\$8,140</b>	<b>114</b>	<b>\$19,660</b>	<b>168</b>	<b>\$44,560</b>
<b>PC Other Direct Costs</b>			<b>\$100</b>		<b>\$0</b>		<b>\$0</b>		<b>\$100</b>		<b>\$100</b>		<b>\$100</b>		<b>\$160</b>		<b>\$260</b>		<b>\$360</b>
<b>PC Cost Total</b>			<b>\$10,320</b>		<b>\$7,090</b>		<b>\$7,590</b>	<b>0</b>	<b>\$25,000</b>		<b>\$5,860</b>		<b>\$5,760</b>		<b>\$8,300</b>		<b>\$19,920</b>		<b>\$44,920</b>
<b>SUBCONTRACTORS</b>																			
Breese Robertson	\$240	8	\$1,920	10	\$2,400	8	\$1,920	26	\$6,240	4	\$960	4	\$960	8	\$1,920	16	\$3,840	42	\$10,080
Kevin McMaster, SymGeo	\$125	8	\$1,000	6	\$750	100	\$12,500	114	\$14,250	4	\$500	4	\$500	2	\$250	6	\$750	120	\$15,000
Other Direct Costs*			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>Sub Total</b>		<b>16</b>	<b>\$2,920</b>	<b>16</b>	<b>\$3,150</b>	<b>108</b>	<b>\$14,420</b>	<b>140</b>	<b>\$20,490</b>	<b>8</b>	<b>\$1,460</b>	<b>4</b>	<b>\$960</b>	<b>10</b>	<b>\$2,170</b>	<b>22</b>	<b>\$4,590</b>	<b>162</b>	<b>\$25,080</b>
<b>Total Project Hours &amp; Cost</b>		<b>72</b>	<b>\$13,240</b>	<b>52</b>	<b>\$10,240</b>	<b>148</b>	<b>\$22,010</b>	<b>158</b>	<b>\$45,490</b>	<b>40</b>	<b>\$7,320</b>	<b>36</b>	<b>\$6,720</b>	<b>60</b>	<b>\$10,470</b>	<b>136</b>	<b>\$24,510</b>	<b>330</b>	<b>\$70,000</b>