

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 10, 2015 AGENDA ITEM NUMBER: 9

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND SPATIAL FOCUS, INC. FOR THE DEVELOPMENT OF A COUNTY-WIDE MASTER ADDRESS REPOSITORY (MAPFORSYTH)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval


### SUMMARY OF INFORMATION:

On September 23, 2013, the Forsyth County Board of Commissioners adopted a Resolution Ratifying, Approving and Authorizing Execution of an Interlocal Agreement Between Forsyth County and the City of Winston-Salem to Share Consulting Expenses to Develop a Plan to Create a Joint County-wide Master Address Database. Spatial Focus, Inc. was the company selected to create a strategic plan for this database. A new interlocal agreement between the City and County was approved by the Board of Commissioners in April 2015 in which MapForsyth became a joint City/County department administered by the County.

MapForsyth recommends that Forsyth County enter into a contract with Spatial Focus, Inc. for the development of the County-wide Master Address Repository, which is a primary objective for the department during the next year.

The cost of the agreement is \$166,720, which has been included in the FY2016 budget. The purpose of this item is to receive authorization to enter into a contract with Spatial Focus, Inc. to begin the development of the County-wide Master Address Repository. A portion of the cost will be borne by the City of Winston-Salem as agreed upon in the Interlocal Agreement authorized in April 2015.

ATTACHMENTS:  YES  NO

SIGNATURE:  DATE: August 5, 2015  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
FORSYTH COUNTY AND SPATIAL FOCUS, INC. FOR THE DEVELOPMENT  
OF A COUNTY-WIDE MASTER ADDRESS REPOSITORY  
(MAPFORSYTH)**

**WHEREAS**, Forsyth County and the City of Winston-Salem entered into an interlocal agreement for the joint exercise of a City/County Geographic Information System (GIS) Services Office (MapForsyth) with administrative oversight of the services being assigned to Forsyth County, pursuant to the provisions of N.C.G.S. 160A-460, et seq.; and

**WHEREAS**, one of the roles and responsibilities of the new department is to implement and maintain the Master Address Repository for street naming and addresses; and

**WHEREAS**, MapForsyth plans to utilize the services of Spatial Focus, Inc. to develop and implement, in coordination with the staff of MapForsyth, a County-wide Master Address Repository pursuant to the roles and responsibilities outlined in the City/County Agreement for MapForsyth; and

**WHEREAS**, Spatial Focus, Inc. has prepared a strategic plan for the joint master address database and has agreed to perform the services to create the County-wide Master Address Repository for a fixed fee of one hundred sixty-six thousand seven hundred twenty and 00/100 (\$166,720.00);

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the County Manager is hereby authorized to execute, on behalf of Forsyth County and MapForsyth, the attached agreement between Forsyth County and Spatial Focus, Inc. in which Spatial Focus agrees to develop and implement a County-wide Master Address Repository between July 15, 2015 and September 30, 2016 for a fee of one hundred sixty-six thousand seven hundred twenty and 00/100 (\$166,720.00), subject to approval as to form and legality by the County Attorney, and a pre-audit certificate thereon by the County Chief Financial Officer, where applicable.

Adopted this 10<sup>th</sup> day of August 2015.

**NORTH CAROLINA**

**FORSYTH COUNTY**

THIS AGREEMENT, is made and entered into this \_\_\_ day of August, 2015 by and between Forsyth County, North Carolina (the "County"), and Spatial Focus, Inc., (the "Provider");

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:

*See Attachment A-Proposal for Services submitted to Forsyth County.*

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 July 15, 2015, and shall be provided until September 30, 2016.

**III.MAXIMUM AMOUNT PAYABLE: \$166,720,00** (one hundred sixty-six thousand, seven hundred twenty dollars), fixed fee including labor and expenses. (see estimated invoicing and payment schedule in attached document).

**IV.PAYMENT**

Provider shall submit a monthly 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 his 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 Forsyth County's Finance Office.

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

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Forsyth County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies shall be endorsed to show Forsyth County as a certificate holder.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to: Forsyth County Finance Office.

If the Provider does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Forsyth County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

#### 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 Forsyth County to the extent permitted under North Carolina law. Nothing in this provision shall be construed to operate as a waiver of governmental immunity.

#### IX.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.

X. 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.

XI. GOVERNING LAW

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

FORSYTH COUNTY, NORTH CAROLINA

SPATIAL FOCUS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Martha McCart Wells, Principal  
6813 40<sup>th</sup> Ave.  
University Park, MD, 20782  
Federal Tax ID# 46-4144116

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

\_\_\_\_\_  
FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

\_\_\_\_\_  
Head Initials

\_\_\_\_\_ Department