

STATE OF NORTH CAROLINA
COUNTY OF HYDE

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CONSULTANT CONTRACT AGREEMENT

THIS CONSULTANT CONTRACT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 1st day of August 2018, by and between the **COUNTY OF HYDE** (hereinafter referred to as "County"), a body politic and corporate under the laws of the State of North Carolina, as party of the first part and **WILLIAM D. RICH** (hereinafter referred to as "Consultant") as party of the second part, both of whom understand and agree as follows.

WITNESSETH

WHEREAS, County and Consultant wish to enter into this Agreement to ensure the continuity of the professional administration of County affairs.

WHEREAS, County desires to contract for certain services from WILLIAM D. RICH as an independent contractor pursuant to the terms, conditions, and provisions of this Agreement.

WHEREAS, it is the desire of the Hyde County Board of Commissioners (hereinafter referred to as "Board") to secure and retain the services of Consultant.

WHEREAS, Consultant desires to provide certain services as an independent contractor for the County pursuant to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties agree as follows.

SECTION 1 - SERVICES, ACTIVITIES, AND DUTIES

County hereby contracts with WILLIAM D. RICH as a Consultant of County to perform certain services, activities, and duties as specified by the Board, including but not limited to those services, activities, and duties described on Exhibit A attached hereto and incorporated herein by reference. It is understood that the Board may modify the services, activities, and duties described on Exhibit A from time to time in its discretion.

SECTION 2 - TERM

A. The term of this Agreement shall begin on August 1, 2018 and shall terminate on June 30, 2020 unless this Agreement is earlier terminated as hereinafter provided.

B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate this Agreement at any time.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Consultant to terminate this Agreement at any time upon ninety (90) days written notice.

SECTION 3 - TERMINATION

This Agreement may be terminated by County for either of the following without notice.

A. Any misconduct of Consultant involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Consultant's official duties hereunder.

B. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Consultant of public or other funds or other property, real, personal or mixed, owned by or entrusted to County, any agency or corporation thereof, or Consultant in his official capacity.

SECTION 4 - PAYMENT

County shall pay Consultant for his services rendered pursuant hereto \$4,000.00 per month, payable at the same time as employees of County.

SECTION 5 - HOURS OF WORK

It is recognized by both County and Consultant that Consultant will devote most of his working time outside the County office, from his home or on the road. This Agreement is not based on time, but performance.

SECTION 6 - AUTOMOBILE

County recognizes that Consultant will travel often on behalf of County and will be using his personal vehicle. County agrees to reimburse Consultant at the current IRS rate for any mileage Consultant incurs when using his personal vehicle while conducting County-related business.

SECTION 7 - CELLULAR PHONE

County agrees to pay \$100.00/month to offset Consultant's personally owned cellular phone and data capabilities bill.

SECTION 8 - DUES, SUBSCRIPTIONS AND MEETINGS

Subject to the specific limitations and requirements hereinafter, County agrees to pay for the professional dues, subscriptions, and meetings of Consultant necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the County. In this regard, Consultant shall submit a budget amount for all such items described above for advance approval and not exceed any such approved budgeted amount without additional approval from County. County must specifically approve, in advance, all such expenses associated with out of state travel.

County recognizes the desirability of representation in and before local clubs as well as civic organizations and Consultant is authorized to become a member of such clubs and organizations for which County shall pay all expenses. Consultant shall seek approval to join, or continue membership in, a club or organization from the Board before seeking reimbursement of membership expenses.

SECTION 9 - INDEPENDENT CONTRACTOR

County and Consultant agree that Consultant is an independent contractor and shall not represent himself as an employee of County, or as an agent of County unless specifically authorized, for any purpose in the performance of Consultant's services, activities, and duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all federal,

state and local taxes arising out of Consultant's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Consultant, as an independent contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

SECTION 10 - INDEMNIFICATION

To the fullest extent permitted by law and any applicable regulations, Consultant shall indemnify and hold harmless County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Consultant's performance of this Agreement or the actions of Consultant under this Agreement. This indemnification provision shall survive the termination of this Agreement.

SECTION 11 - BONDING

County shall bear the full cost of any fidelity or other bonds required of Consultant under any law or ordinance as it may relate to the services, activities, or duties required of Consultant under the terms of this Agreement.

SECTION 12 - OTHER TERMS AND CONDITIONS

County recognizes Consultant will incur certain expenses of a non-personal nature that are associated with the services, activities, and duties required of Consultant hereunder and hereby agrees to reimburse Consultant for such expenses upon submission of an expense voucher, receipt, or statement submitted to and approved by the Finance Department.

SECTION 13 - GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective commencing August 1, 2018.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. By virtue of his signature below, Consultant consents to County releasing copies of this Agreement upon request.
- E. The provisions of this Agreement as set out on these five (5) pages along with any attachments represent the entirety of the understandings and commitments between the parties hereto.

IN WITNESS WHEREOF, County has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board, and duly attested by the Clerk, and Consultant has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Corrinne Gibbs
Corrine Gibbs, Finance Officer
County of Hyde

5/14/18
Date

COUNTY:

BY: Earl Pugh
Earl Pugh, Chairman
Hyde County Board of County Commissioners



CONSULTANT:

William D. Rich
William D. Rich

Witnessed or Attested By:

Lois Stotesberry, CMC, NCCCC
Lois Stotesberry,
Clerk to the Board of Commissioners

May 7, 2018
Date

EXHIBIT "A"

SERVICES, ACTIVITIES, AND DUTIES

1. Coordinate and facilitate the sale of properties owned by the County due to tax foreclosure as agreed to by the Hyde County Board of Commissioners.
2. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds through Golden Leaf.
3. Be available to assist the County Manager with economic development and planning.
4. Continue all efforts with the County Manager to successfully finalize the plans to collaborate with Golden Leaf, ECU, Rural Center, William Friday Foundation, Legislatures, NCW, and USFW to complete the construction of, and re-open, the Mattamuskeet Lodge as a Regional Learning Center and destination for all nature based tourism.
5. Continue to represent Hyde County on the Rural Planning Organization (RPO) which allocates funding for transportation needs and requests in our area.
6. Continue to be a liaison between Hyde County and the NC DOT as well as Ferry Division as it relates to vehicle ferries, passenger ferries and Ocracoke trams.
7. Continue to participate and Chair the Mattamuskeet Watershed Advisory Committee in concert with the Coastal Federation and their many partners as well as stakeholders in a continuing effort to restore the health and economic vitality of the lake.
8. Continue representing Hyde County on the Albemarle Regional Health Board, the Beaufort Hyde Community Foundation, the Partnership for the Sounds, the UNC School of Government Board, and NCBIWA and replace the County Manager on NC Catch.
9. Continue to help our Ocracoke Commissioner as needed with OOT, TDA, OCBA, OPAB and OWA.
10. Assist the County Manager as needed in Hyde County's relationship with its Lobbyist and their work as needed on State and Federal levels.
11. Attend BOC meetings as able and needed via Ocracoke.