

DIGITAL MARKETING AND DEVELOPMENT AGREEMENT

This **DIGITAL MARKETING AND DEVELOPMENT AGREEMENT** (the “Agreement”) made effective the 1st day of July, 2025, by and between the **CITY OF TRINITY**, of 5978 NC Highway 62, P.O. Box 50, Trinity, NC 27370 (hereinafter “City”), and **ARCHDALE-TRINITY CHAMBER OF COMMERCE**, a North Carolina non-profit corporation, of 213 Balfour Drive, Archdale, NC 27263 (hereinafter “ATCOC”).

WHEREAS, ATCOC represents a membership of local businesses and organizations by hosting community and networking events, and plays a crucial role in promoting economic growth and development within the greater Archdale-Trinity region;

WHEREAS, City is responsible for managing and providing meaningful and beneficial services to the residents of Trinity, North Carolina; and

WHEREAS, ATCOC and City (individually, “Party” and collectively “Parties”) have come to a mutual agreement under which ATCOC will create, connect, elevate, and enhance the digital presence of City for the benefit of City’s residents across City’s now existing and hereinafter established social media accounts (the “Accounts”) on all social media platforms (the “Platforms”) now known or hereafter created. In addition to marketing and recruiting new businesses to establish themselves in the City of Trinity, we are also focused on supporting existing businesses, fostering community engagement, and promoting sustainable growth throughout the region.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and the consideration set forth herein, the Parties hereto agree as follows:

1. Services Provided. Pursuant to the terms of this Agreement, ATCOC shall provide the following services to City (the “Services”):
 - a. Further developing City’s Accounts on all Platforms now known or hereafter created;
 - b. Regular updating of the Accounts on all Platforms relating to the announcement of community events, community news, public works, meeting schedules and additional updates the City may request;
 - c. Hosting, coordinating, and advertising a community networking event in collaboration with the City Manager/Mayor to provide residents with updates pertaining to City’s future development;
 - d. Aiding City in the development and success of a Farmers Market, including the continued pursuit of state funding for additional updates and/or infrastructure to ensure the comfort and successes of this market;
 - e. Compiling a newsletter for distribution to City residents to be released at scheduled times with frequency to be determined by City and City staff. The newsletter will be regularly updated to reflect current and upcoming community events, community news, public works, City meeting schedules, business highlights and/or opportunities, and any additional updates the City may request;
 - f. Beginning strategic planning in collaboration with City for a community event dedicated and hosted in City, such as a festival, parade, food truck festival, or other event as agreed upon by City for the benefit of City’s residents; and

- g. The Chamber will develop and maintain commercial marketing plans for available properties and actively support efforts to attract new businesses to the City of Trinity.
 - h. The Chamber will represent the City of Trinity at developer conferences and continuing education or resource groups, as deemed appropriate by City Council.
2. License of Social Media Accounts. Subject to the provisions of this Agreement and in order to perform the Services outlined hereinabove, City grants to ATCOC, and ATCOC accepts, an exclusive, non-transferrable, non-assignable license to manage and use City's now existing and hereinafter established Accounts on any and all Platforms now known or hereafter created (the "License"). This License shall expire at the termination or expiration of this Agreement.
 3. Term. The initial term of this Agreement shall be one (1) year from the date first set forth above, to coincide with the fiscal year of City (the "Term"). This Agreement may be renewed after the expiration of the initial term for additional one (1) year terms (the "Additional Terms") upon the annual review and approval as required by ATOCC rules and regulations.
 4. Payment for Services. Payments under this Agreement shall be made as follows:
 - a. Initial Term: During the initial Term of this Agreement, City shall Pay ATCOC the sum of Twenty Thousand and NO/100 Dollars (\$20,000.00) for the Services in monthly installments, as invoiced by ATCOC (the "Contract Sum").
 - b. Additional Term(s): For any applicable extension or renewal of this Agreement, the Contract Sum may be adjusted by the mutual written agreement of the Parties; Absent the existence of any mutual written agreement to the contrary, the Contract Sum for each Additional Term of this Agreement shall be Twenty Thousand and NO/100 Dollars (\$20,000.00).
 - c. Invoicing: ATCOC shall invoice City on a monthly basis at the end of each calendar month for which Services have been rendered pursuant to this Agreement, and City shall cause ATCOC to be paid the invoiced sums as they become due.
 5. Progress Reports. The Parties mutually covenant and agree to conduct regular progress reports as may be requested by either Party from time to time in order to review the effectiveness of the services provided and make any necessary adjustments to the Services. The Parties further covenant and agree to maintain open lines of communication with the other Party in relation to the Services.
 6. Termination. Either Party may terminate this Agreement for any reason during the Term, or any Additional Terms, by giving the other Party not less than thirty (30) days advance written notice. Upon termination, ATCOC shall provide a final invoice to City for the Services rendered during the final thirty (30) days of the Agreement, and City shall cause ATCOC to be paid the final invoiced sum.
 7. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, claims, suits, actions, judgments, liabilities, and expenses, including reasonable attorneys' fees, arising out of or with respect to: (i) the negligence, recklessness, or willful misconduct on the part of the indemnifying Party; (ii)

the failure by the indemnifying Party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and (iii) any breach of this Agreement by the indemnifying Party.

8. Entire Agreement. This Agreement constitutes and contains the entire agreement between or among the Parties hereto with respect to subject matter hereof and cancels, supersedes and is in full substitution of any and all prior negotiations, understandings, agreements, representations, warranties, or undertakings with respect to the subject matter hereof.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any party hereto may execute and deliver a counterpart of this Agreement by delivering by electronic transmission a signature page of this Agreement signed by such party, and any such electronic signature shall be treated in all respects as having the same effect as an original signature.
10. Governing Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. Any claims or disputes under this Agreement shall be solely and exclusively heard in the state or federal courts sitting in or having jurisdiction over Randolph County, North Carolina. Both Parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.
11. Amendment. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all Parties.

(Signature Page to Follow)

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

ARCHDALE-TRINITY CHAMBER OF COMMERCE,
a North Carolina non-profit corporation

By: Ashlee Willett
Ashlee Willett, President

Date: 5/22/2025

CITY OF TRINITY, North Carolina

By: _____
City Manager/Mayor

Date: _____

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

By: _____
Crystal Postell, Finance Director

Date: _____

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2025, by and between Blue Stream Environmental, LLC., (hereinafter referred to as the "Contractor"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS

WHEREAS the City of Trinity is required by their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit to implement a comprehensive Stormwater Management Plan (SWMP) which includes six minimum control measures, in addition to Program Implementation, Documentation & Assessment:

- Public Outreach & Education
- Public Involvement & Participation
- Illicit Discharge Detection & Elimination (IDDE)
- Construction Site Runoff Controls
- Post-Construction Site Runoff Controls
- Pollution Prevention & Good Housekeeping (PP/GH) for Municipal Operations

AND WHEREAS the City's MS4 permit renewed on January 2024 for a five (5) year term and the new SWMP determines how the permit requirements will be implemented. In an effort to assist the City with meeting their SWMP and permit requirements, Blue Stream Environmental is submitting this proposal for technical and field work assistance. While it is our opinion that this program necessitates a minimum of a full-time stormwater dedicated staff member, Blue Stream Environmental is able to fill some of the personnel gaps for this permit year.

AND WHEREAS Blue Stream Environmental is proposing to coordinate with the City, Glover Engineering, Stormwater SMART, and DEQ to complete the work required by the SWMP and the permit.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide professional technical assistance regarding the MS4 Permit that renewed January 2024, in addition to technical assistance implementing the new Stormwater Management Plan. The Contractor will provide the Stormwater Administrator in July of 2025 and each month thereafter a report of activities and accomplishments for the prior month.

Section 1.1 Independent Contractor. The Contractor is an Independent Contractor and shall not receive assignments, schedules, or restrictions from the City. The Contractor shall be solely responsible for the hiring, training, discipline, and for any potential dismissal of its personnel. The City shall not be responsible for any independent contractors retained by the Contractor in the performance of this Contract.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be for one (1) year, with the term of the contract commencing at 12:01 a.m. on July 1, 2025, and continuing until June 30, 2026. The City can cancel the contract at any time with a thirty- day written notice to the contractor. Cancellation may be with or without cause in the sole discretion of the City.

Upon cancellation by the City, the Contractor shall only be paid for services rendered and completed prior to the termination date. The Contractor shall forfeit any right or claim to monthly payments for the remaining balance and term of this contract.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount**= Eighty-Five (\$ 85.00) dollars per hour.
- 2- **Maximum Hours**= For the purposes of this contract, the City of Trinity authorizes Blue Stream Environmental, LLC for services not to exceed five hundred and two (520) hours per year, or not to exceed forty-four thousand two hundred (\$44,200) without the written authorization from the City Manager.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 5.1 Workers Compensation. Contractor agrees to provide to the City a copy of the current Workers Compensation Insurance Policy and complete the verification of workers compensation form for staff and any other contracted personnel of the Contractor under this contract.

Section 6. Contractor's Tax Obligations. By entering this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes,

self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor as an independent contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the contractor is for any reason unable to fulfill the obligations that arise under this contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such a notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

Blue Stream Environmental
2591 King William Dr.
Kernersville, NC 27284

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the sole negligence of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The forum and venue for actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County or Federal Court in the Middle District of North Carolina. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person. Contractor and the City shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this contract.

(3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) "Duties" include obligations.

(6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word "shall" is mandatory.

(8) The word "day" means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless it is written and signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or City designee signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox, City Manager
City of Trinity, NC



Lindsey Longyel, Executive Manager
Blue Stream Environmental, LLC

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

BY:.....
Trinity Finance Director

STATE OF NORTH CAROLINA

PLANNING SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2025, by and between Municipal Services, Inc., (hereinafter referred to as the "Contractor"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well being; and

WHEREAS community appearance, planning, zoning, and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Manager has determined that the Contractor is qualified to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional planner in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August and each month thereafter with a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be continued until cancelled by either party as described in section 10, with the term of the contract commencing at 12:01 a.m. on July 1, 2025.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount** = Planning Services Seventy-Two (\$72.00) dollars per hour.
- 2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes Municipal Services, Inc. for services not to exceed sixty-four (64) hours per week for planning duties, issuing zoning permits and inspections of the subdivisions that are under construction, etc. The amount of the yearly contract shall not exceed three thousand three hundred twenty-eight hours (3328) per year without the written approval of the city manager.

All hourly rates may increase by up to 5% for COLA on July 1st each year (*starting in 2026*).

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering into this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. The City may cancel the contract at any time, with or without cause with thirty (30) days' written notice. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim monthly payments for the month(s) following the expiration of the thirty (30) or sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

Municipal Services, Inc.
1451 S Elm-Eugene Street (suite 2126)
Greensboro, North Carolina 27406

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. Such actions shall neither be commenced nor moved to federal court. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered into actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes delegating) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include

all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this contract.

(3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) "Duties" includes obligations.

(6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word "shall" is mandatory.

(8) The word "day" means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the city unless the City Manager signs it for the city. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
Municipal Services, Inc.

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

BY: _____
Finance Director

STATE OF NORTH CAROLINA

NUISANCE ABATEMENT
ZONING ENFORCEMENT
MINIMUM HOUSING SERVICES
NON-RESIDENTIAL SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2025, by and between Municipal Services/State Code Enforcement, Inc., (hereinafter referred to as the "Contractor" or "SCEI"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well-being; and

WHEREAS community appearance and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Planning and Community Development Director has determined that the Contractor is a qualified independent contractor to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional Code Enforcement Officer to perform Nuisance Abatement, Zoning Enforcement and Minimum Housing Services in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be continued until cancelled by either party as described in section 10, with the term of the contract commencing at 12:01 a.m. on July 1, 2025.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount** = Fifty-Two (\$ 52.00) dollars per hour.
- 2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes State Code Enforcement, Inc. for services not to exceed eight hundred and thirty-two (832) hours per year, without the written authorization from the City Manager.
- 3- **Postage Cost for sending letters** = will be in addition to the hourly cost and will be billed on the monthly invoice at the rate of the actual postage cost plus \$.75 per letter for paper, ink, envelopes, etc. This rate may increase by up to 5% per year starting July 1, 2026.
- 4- Newspaper Ads for notification purposes when the owners can't be found will be billed at the rate charged by the newspaper.

All hourly rates may increase by up to 5% for cola on July 1st each year (*starting in 2026*).

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor as an independent contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor

notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. The City may cancel the contract at any time, with or without cause with thirty (30) days' written notice. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the thirty (30) or sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

State Code Enforcement, Inc.
1451 S Elm-Eugene Street (suite 2126)
Greensboro, North Carolina 27406
Mailing Address is: P O Box 86 Climax, NC 27233

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all

Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the sole negligence of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered into actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes delegating) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person. Contractor and the City shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include”, “including”, etc. mean include, including, etc. without limitation.

(2) References to a “Section” or “section” shall mean a section of this contract.

(3) “Contract” and “Agreement”, whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) “Duties” includes obligations.

(6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word “shall” is mandatory.

(8) The word “day” means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless it is written and signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or City designee signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

Stevie Cox
Trinity, NC City Manager

CONTRACTOR:

Dennis Pinnix
State Code Enforcement, Inc.

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

BY: _____
Finance Director