

Transforming Lives



#1135

February 5, 2016

Town of Nags Head  
Attn: Cliff Ogburn, Town Manager  
PO Box 99  
Nags Head, NC 27959-0099

Dear Mr. Ogburn,

Please find enclosed a fully executed copy of contract #0070T-000-FY16 between Trillium Health Resources and Town of Nags Head for an inclusive playground at Dowdy Park in Nags Head, NC. Please keep this copy for your records.

If you have any questions, please contact me at 1-866-998-2597 or [anne.cary@trilliumnc.org](mailto:anne.cary@trilliumnc.org).

Sincerely,

A handwritten signature in blue ink that reads "Anne Cary".

Anne M. Cary  
Contract Administrator  
Trillium Health Resources  
1708 E. Arlington Blvd.  
Greenville, NC 27858-5872  
P 1-866-998-2597  
F 252-215-6887

Enclosure(s): Contract Agreement



Agreement #	<u>0070T-000-FY16</u>
Cost Center #	<u>93</u>
Line Item #	<u>0690-55</u>
Obligated	<u>\$750,000.00</u>
Date Entered	<u></u>

**TRILLIUM HEALTH RESOURCES  
AGREEMENT WITH THE TOWN OF NAGS HEAD FOR INCLUSIVE PLAYGROUND**

**Agreement Period: January 1, 2016 – June 30, 2016**

**This Agreement ("Agreement")** is made and entered into as of the 1<sup>st</sup> day of January, 2016 by and between **Trillium Health Resources (hereinafter referred to as "Trillium")**, an Area Authority organized and existing pursuant to North Carolina General Statute, Chapter 122C, whose mailing address is 1708 E. Arlington Boulevard, Greenville, NC 27858, and **Town of Nags Head (hereinafter referred to as the "Town")**, whose mailing address is P.O. Box 99, Nags Head, NC 27959, Phone Number 252-441-5508.

**W I T N E S S E T H**

For and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which consideration are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows.

1. Town shall manage and ensure the construction and ongoing maintenance of an inclusive playground at Dowdy Park: 3000 S. Croatan Hwy, Nags Head, NC 27959 ("Project"). Prior to making any purchases pursuant to this Agreement, Town shall seek advance approval regarding the inclusiveness of the playground from Trillium by sending a request for approval to Amy Corbitt at [Amy.Corbitt@trilliumnc.org](mailto:Amy.Corbitt@trilliumnc.org). The Trillium Project Team's review is limited to whether the playground meets Trillium's standards of a TRULY Inclusive playground.
  - a. Town shall obtain and submit the above referenced request for approval, including playground layouts, to Trillium no later than April 30, 2016.
  - b. As soon as possible after receiving approval regarding the playground's inclusiveness from Trillium, Town shall initiate and comply with any competitive bidding requirements required by law for the project. Town shall arrange for construction of the Project to commence as soon as possible after satisfying any such legally required competitive bidding requirements for the Project.
  - c. Town shall arrange for construction of the Project to be performed in a professional and workmanlike manner and completed within seven (7) months of receipt of the above referenced approval from Trillium Health Resources ("Completion Date").

- d. Trillium shall reimburse Town for all actual, qualifying expenses incurred by Town before the Completion Date pursuant and subject to section 2 below. Should Town fail to complete said construction by the Completion Date, Town shall not be required to repay any amounts previously received from Trillium except as specifically provided for herein and Trillium shall reimburse Town for all qualifying expenses incurred by Town before the expiration of the Completion Date pursuant and subject to section 2 below.
  - e. Except as specifically provided for herein, Trillium will have no ongoing commitment to the Project after the Completion Date. In the event the playground contemplated by this agreement is not complete at the expiration of the contract term, this contract shall be renewed for an additional term, so long as funds are available for the Project, the parties are not in material breach of the contract and the contract has not been terminated by either party.
2. Trillium shall pay Town for Town's performance of the obligations and services set forth in section 1 of this Agreement up to a maximum of Seven Hundred and Fifty Thousand and No/100 Dollars (\$750,000.00), subject to the following.
- a. Trillium agrees to pay the Town for the services set forth in section 1, provided that in no event the total of payments of services hereunder exceed \$750,000.00 for fiscal year 2015 – 2016. Funding for fiscal year 2016 – 2017 is subject to availability of funds.
  - b. This funding allocation is for actual, qualifying expenses incurred by Town in fulfilling its obligations and services set forth in section 1 of this Agreement. Actual, qualifying expenses incurred by Town for which Trillium shall pay Town include, but are not limited to, the following: (i) expenses incurred in order to obtain and submit the request for approval, including playground layouts, to Trillium Health Resources, (ii) expenses incurred for all materials and equipment provided for in the approved playground layout, and (iii) expenses incurred to construct the playground as approved.
  - c. If a deposit is required for any portion of the funding, it will require advance, written approval from Trillium.
  - d. Invoices are due ("Invoice Deadline") by the 10th of the month following the month or months during which the invoice expenditures were incurred and received by Town including all receipts and documentation showing proof of where the funds were spent. Each invoice shall have an attestation/certification statement that states the following: "I hereby attest or certify that the services/equipment reported for payment is correct and for the purpose of completing the inclusive playground construction." This statement shall be signed and dated by Town.
  - e. Each invoice shall identify the name of the playground.
  - f. Invoices will be sent to - Attention: Accounts Payable, at 144 Community College Road, Ahoskie, NC 27910-9320, or [accountspayable@trilliumnc.org](mailto:accountspayable@trilliumnc.org).
  - g. Trillium shall make payments to Town within thirty (30) days from Trillium's receipt of an approved, accurate and complete invoice.
  - h. Invoices that are received sixty (60) days after the Invoice Deadline will not be processed.

3. It is expressly understood and agreed that, in carrying out the services and obligations to be performed hereunder:
  - a. Any and all other expenses incurred by Town in performing the services required herein that are not eligible for payment pursuant and subject to section 2 above shall be at Town's sole cost and expense.
  - b. Town is an independent contractor and not an employee of Trillium and Town shall have all of the rights, duties, and discretion normally associated with such a relationship.
  
4. This Agreement may be terminated under the following circumstances.
  - a. Trillium may terminate this Agreement immediately if funds granted for the program become unavailable for reasons beyond the control of Trillium for the duration of the Agreement period. Except as specifically provided for herein, any and all of the obligations of Trillium and Town under this Agreement shall immediately cease upon such termination. Upon receipt of any notice or reason to believe that such revocation or termination has occurred or may occur, Trillium shall notify Town in writing concerning any such actual or potential unavailability of funds.
  - b. The contract may be terminated upon default by either party in the performance of any of the terms, covenants, or conditions of this Agreement and the failure of the defaulting party to remedy, or undertake to remedy, such default for a period of thirty (30) days after receipt of notice from the other party to remedy the same. Notwithstanding such termination, Trillium shall compensate Town for services performed under this Agreement prior to the date of such termination. Except as specifically provided for herein, any and all of the obligations of Trillium and Town under this Agreement shall immediately cease upon such termination.
  
5. The parties hereto agree that Trillium may, in its discretion, withhold from any or all of the payments made pursuant to section 2 hereof any amounts which Trillium deems necessary for compliance with any applicable state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended. Trillium shall provide Town the basis for any such withholding in a written statement within the time period during which the related payment would otherwise have been made.
  
6. Indemnification by Town: To the fullest extent permitted by law, and without waiving any applicable defense of sovereign immunity, Town shall indemnify and hold harmless Trillium, and Trillium' officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or related to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction work for the Project itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Town or Town's officers, directors, members, partners, agents, employees, or consultants.
  - a. Indemnification by Trillium: To the fullest extent permitted by law, Trillium shall indemnify and hold harmless Town, and Town's officers, directors, members, partners, agents, consultants, and employees from reasonable claims,

costs, losses, and damages arising out of or related to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction work for the Project itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Trillium or Trilliums' officers, directors, members, partners, agents, employees, or consultants.

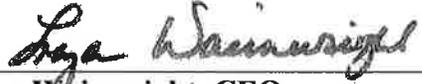
7. In addition to the foregoing, the following terms and conditions shall be a part of this Agreement:
  - a. Trillium's logo will be prominently displayed on the playground.
  - b. Town agrees to acknowledge Trillium as the funding source in any brochures, advertising, trainings, or other information distributed to the public regarding the subject matter hereof. Except as required hereinabove, Town should not use the Trillium name on any literature without obtaining prior written approval from Trillium.
8. This Agreement shall be construed according to and governed by the laws of the State of North Carolina notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
9. This Agreement contains the entire agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and, according to policy adopted by Trillium, Town shall not be restricted to fund balance limitations.
10. Upon request, Town shall make its annual audit and accounting records available to Trillium.
11. Town agrees to secure and maintain all appropriate insurance, including worker's compensation, general liability and property damage, payment and performance bonds and agrees to provide Trillium with proof of such insurance upon receipt. It is expressly acknowledged by Trillium that Town's participation in the North Carolina League of Municipalities IRFFNC or its equivalent and Town's self-insurance with regard to worker's compensation will satisfy all of Town's obligations regarding liability insurance hereunder.

12. This Agreement shall contain no stricken or initialed provisions, other than for correction of minor clerical errors. Any stricken or initialed provisions shall not be deemed removed from this Agreement and the Agreement shall be interpreted as if such provisions had not been stricken. Both parties to this Agreement must initial corrections of clerical errors.

13. Except as specifically provided for herein, Trillium will have no ongoing commitment to the Project after the Completion Date. In the event the Project and related payments contemplated by this Agreement are not complete at the expiration of the Agreement Period, this Agreement shall automatically renew for an additional six (6) months, so long as funds are available for the Project, the parties are not in material breach of the Agreement, and the Agreement has not been terminated by either party.

*This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act, General Statute, 159.*

**SIGNATURES FOR TRILLIUM  
HEALTH RESOURCES**

  
\_\_\_\_\_  
Leza Wainwright, CEO  
2/5/14  
\_\_\_\_\_  
Date

**SIGNATURES FOR TOWN**

  
\_\_\_\_\_  
Cliff Ogburn, Town Manager  
1-26-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joy Futrell, Vice President,  
Business Operations  
2/5/14  
\_\_\_\_\_  
Date

"THIS INSTRUMENT HAS BEEN PREAUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET & FISCAL CONTROL ACT."



THE HISTORY OF THE UNITED STATES

The history of the United States is a complex and multifaceted story. It begins with the early Native American civilizations, followed by the arrival of European settlers. The struggle for independence led to the formation of the United States, which has since grown into a global superpower. The country's history is marked by significant events, including the American Revolution, the Civil War, and the Civil Rights Movement. Each of these events has shaped the nation's identity and its role in the world.

THE AMERICAN REVOLUTION

The American Revolution was a pivotal moment in the nation's history. It was a struggle for independence from British rule, fought between 1775 and 1783. The revolution was led by a group of patriots who believed that the colonies had the right to self-governance. The war ended with the signing of the Treaty of Paris in 1783, which recognized the United States as an independent nation.

THE CIVIL WAR

The Civil War was a conflict between the Northern Union and the Southern Confederacy, fought from 1861 to 1865. The war was primarily over the issue of slavery, which had become a major point of contention between the North and the South. The Union ultimately emerged victorious, leading to the abolition of slavery and the preservation of the nation's unity.

THE CIVIL RIGHTS MOVEMENT

The Civil Rights Movement was a period of social and political activism in the United States, primarily in the 1950s and 1960s. It was a struggle for equality and justice for African Americans, who had long been subjected to discrimination and segregation. The movement was led by figures such as Martin Luther King Jr. and resulted in the passage of landmark legislation, including the Civil Rights Act of 1964 and the Voting Rights Act of 1965.