

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Marketing and Branding Taskforce - Civic Brand Placemaking Agency Contract

**From:** Jeron Hollis – Managing Director

**Meeting Date:** Feb. 7, 2022

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A – Scope and Task Descriptions – Civic Brand  
Attachment B – Proposed Contract

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### PURPOSE:

To procure a placemaking agency to assist with city rebranding and marketing efforts identified as necessary by the Marketing and Branding Taskforce.

### BACKGROUND:

The City of High Point Marketing and Branding Taskforce identified the need to develop a rebranding effort with the help of a placemaking agency. After interviewing various placemaking/place-branding agencies, staff selected Civic Brand to assist with the placemaking/place-branding project.

### BUDGET IMPACT:

- \$105,000 base fee including launch and engagement events
- Travel budget not to exceed \$40,000

### RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve the selection of Civic Brand as the Placemaking Agency for the City of High Point marketing and rebranding project.



## **Scope & Task Descriptions**

### **City of High Point, NC - Branding Project**

#### **Branding Committee**

In collaboration with CivicBrand, the City will create a steering committee of 8-12 members of the community. The advisory committee members will agree to participate in roughly 6-8 committee meetings. Two or three will be in-person as they coordinate with trips and the rest will be virtual. The committee will serve as a sounding board and brand champions by assisting with community outreach, offering strategic guidance and insight, and being champions of the process and implementation. The committee will help shape the deliverables, but all approvals will be made by the dedicated staff team.

#### **City Staff Team**

There will be a dedicated staff team of up to 4 individuals who will be making the final approval on all key milestones and deliverables. The branding committee and city council will not be the ones formally approving the final deliverables. Of that staff team, the city will designate a primary lead point of contact for the project. If there are changes in staff or elected officials, it will not change any previously approved milestones or change the process or scope of the project.

#### **Daily / Weekly Communication**

The city staff team will have direct access to CivicBrand and there will be two project leads which will handle any daily/weekly email and phone communications. The project will start with monthly recurring status calls. At key phases of the project, the frequency of the status calls may be increased to every other week or additional ad-hoc meetings scheduled as needed.

#### **Kick-Off Meetings**

We will conduct a virtual kick-off meeting with both the staff team and the committee. These will be two separate meetings.

#### **Project Website**

There will be a project website with a custom URL that will be set up, hosted and managed by CivicBrand for the duration of the project. The project site will be updated at key milestones during the process. At the conclusion of the project, CivicBrand can either transfer ownership of the domain to the city or can discuss ongoing hosting and or relaunch options of the website as part of the implementation plan.

### **Community Visits**

The CivicBrand team will visit the community four times. The number of team members visiting may vary from trip to trip. The first two trips will focus primarily on engagement while the third trip will focus on producing content for the final brand assets including the video. CivicBrand's fees for the three visits are covered in the base fee but all travel expenses would be billed expenses. Travel expenses will include mileage, flights, hotels, ground transportation, car rental and any meals that are considered working meals. Working meals are those in which the establishment is a site we are visiting as part of the research phase of the project or if city staff / committee members are eating with us. Any purchase of alcohol is not expensed unless it is part of a designated site visit such as a brewery or distillery in which alcohol is an essential experience element of that establishment. CivicBrand will work with the city staff team and committee to determine the schedule for each trip including site visits, interviews, focus groups and any public events that we may attend or participate in.

Travel Estimates - Average Trip is 4-6 people from CivicBrand, 3-4 day trips

- Flights \$1,600 - \$2,500
- Rental Car \$800 - \$1,000
- Hotels \$3200 - \$5500
- Meals/Misc - \$500-\$1000

\$6,300-\$10,000 per trip

Travel expenses not to exceed \$40,000 for four trips. If the city is able to obtain discounted or donated hotel rooms or rental car then those will not be expenses.

### **Interviews**

In addition to any interviews that happen during the three trips, there will also be virtual interviews of each member of the staff team, each member of the committee and then up to 6 additional virtual interviews. CivicBrand will work with the city staff team and committee to determine who those interviews should be with.

### **Focus Groups**

In addition to any focus groups that happen during the three trips, there will also be up to 6 virtual focus groups. The staff team and committee will help identify and invite individuals to these meetings. CivicBrand will handle all technical coordination of the virtual focus groups.

### **Survey**

CivicBrand will work with the staff team and committee to develop a primary public survey. If it is determined to be necessary we may also create up to 2 additional surveys that target specific groups. This could be a student survey, industry specific survey, business owner survey, visitor survey, etc. CivicBrand will run Facebook ads, not to exceed \$250 to promote the survey online to target residents in the city.

### **Podcast**

As part of the engagement process, CivicBrand will produce a project podcast that will have 6 episodes. CivicBrand will work with the staff team and committee to determine the topics and identify potential guests. The staff team and committee will assist in contacting potential guests as well as promoting the published episodes. Some episodes may be recorded in-person during trips and others may be recorded virtually.

### **Meeting in a Box**

CivicBrand will develop a meeting in a box which is a presentation and Q&A guide that various members of the community and organizations can participate in to run their own meeting and focus group. This greatly expands our engagement reach and can be used for various organizations and groups such as HOAs, churches, and special interest groups. CivicBrand will develop a single set of materials and provide a single group training session for all those interested in conducting their own meeting. CivicBrand would rely on the staff team and committee to help promote and invite those that would be interested in participating.

### **Brand Audit**

CivicBrand will deliver a brand audit which is the summary of all of our findings. This is an essential document that we expect the city staff team and committee to review prior to the presentation of the brand strategy. This is not a deliverable that has an approval but rather a summary and documentation of our research and engagement.

### **Strategy Document**

Following the brand audit, CivicBrand will present the Strategy Document to both the Staff Team and Committee. This is the first major deliverable milestone that will need formal approval by the Staff Team. The strategy document identifies the brand principles, brand story and strategic direction that all following creative will be based on.

## **Design Concepts**

With approval on the Strategy Document, the CivicBrand team will begin exploring creative design and messaging concepts. CivicBrand will present our multiple internal rounds of revisions and present the concept that is our professional recommendation. We will then work with the staff team and committee on progressive rounds of revisions until we have a concept approved by the staff team. Progressive revisions mean that as long as we are making progress towards narrowing in on a concept and heading in a single strategic direction we do not limit the number of rounds of revisions. Examples of non-progressive rounds of revisions would be wanting to go back to previous versions that were discarded, wanting to make changes to things that were approved in previous rounds, wanting to see additional concepts that aren't in line with the strategy, wanting to see additional concepts for the sake of additional concepts with no feedback or direction on the existing concepts, or requests that are made purely on personal taste rather than strategic direction.

## **Brand Assets**

With the final approval of design concepts, CivicBrand will then produce all the necessary file formats and assets and develop a brand portal which will house the brand assets as well as develop a brand standards guide that outlines the rules and usage of the brand assets. The brand standards guide is an asset that will require final approval by the staff team.

Add bullet list here:

- Strategy Document
- Brand Guidelines
- Brand Portal
- Logo files in all necessary colors and file formats (jpg, png, pdf, eps)
- Flag Design
- Edited Photos
- Project Documentary Video
- Brand Video
- Implementation Plan

## **Implementation Plan**

With the brand assets approved, CivicBrand will then develop the implementation plan. The staff team and committee will be involved in helping identify key projects, strategies, tools and milestones as well as identifying the impact and effort of key

implementation plan steps to assist with prioritization. The implementation plan is not a deliverable that has approval.

### **Video Documentary**

CivicBrand will produce a documentary of the project that highlights the process and shows a behind the scenes look at how we got to the final product. Not every meeting and interaction will be filmed, but CivicBrand will film several key steps, meetings, interviews, focus groups, milestones along the way. The project documentary is not a deliverable that has approval, however the city staff team will have the opportunity to provide 1 round of edit notes should there be anything shown that they would like to have omitted from the documentary. The project documentary will be anywhere from 10 minutes to 25 minutes long.

### **Brand Video**

CivicBrand will produce a brand video that highlights the community and new brand. This video will be under 3 minutes. We will work with the staff team to determine if we should create a single 3 minute video or if we would rather create a series of 3-4 shorter (15, 30 or 60-second) spots.

### **Timeline**

The project is estimated to take 12-months; however, there is no set deadline for the project. Each phase is dependent on the previous phase and there are numerous factors including travel, events, availability of participants for meetings and focus groups, and unknown rounds of revisions that we do not lock in a project timeline. Instead we constantly update the timeline based on where we are and set expectations for the next step and milestone that follows. This allows us to have clear timelines for each next step but remain agile enough to get the best result.

### **Activation Event #1 - Engagement**

During community visit #2 the CivicBrand team will put on an Placemaking Activation Event. The goal of the event will be to engage the community directly in the built environment. This may be a stand alone event or in conjunction with an existing event. The CivicBrand team will look for opportunities to activate the space through interactive engagement, placemaking and tactical urbanism efforts. The details will be developed in coordination with the city staff team and branding committee and with a material budget not to exceed \$10,000.

### **Activation Event #2 - Brand Launch**

CivicBrand will put on an Activation Event that will serve as a Brand Launch Event. This event would be an additional 4th trip and therefore have travel expenses. The goal of

the event will be to engage the community and celebrate the launch of the brand. The details will be developed in coordination with the city staff team and branding committee and with a material budget not to exceed \$10,000. Material budget can go towards a variety of event expenses including paint and placemaking, building materials, branded merch and apparel featuring the new brand, printing, and entertainment.

\$75,000 - base fee

\$15,000 - engagement event

\$15,000 - launch event

\$105,000 - Total Fee

+ travel not to exceed \$40k



## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this **19<sup>th</sup>** day of **January, 2022**, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, North Carolina 27260 ("City"), and **THE MODASSIC GROUP, LLC D.B.A. CIVICBRAND**, a foreign limited liability company (LLC) authorized to do business in the State of North Carolina, with a principal place of business of 508 W. Lookout Dr #14-1030, Richardson, TX 75080 ("Service Provider").

### **SERVICES**

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Attachment A** ("Services"). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

### **SECTION I. PROVISION OF THE SERVICES**

A. Provision of and Payment for the Services. The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. Independent Contractor. The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider joint venturers, partners or parties to similar relationships with each other.

### **SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER**

A. Service Provider's Work. The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services.

B. Standard of Care. The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.



C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **Attachment A**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. The Service Provider shall provide any payment bond or performance bond required by the City. The City will provide written notice to the Service Provider of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of the Service Provider's provision of the Services. If the City requests that a payment and/or performance bond be provided by the Service Provider, the required bond or bonds will be provided by the Service Provider prior to the Service Provider's provision of the Services.

### **SECTION III. RESPONSIBILITIES OF THE CITY**

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

### **SECTION IV. TERM OF THE AGREEMENT**

A. Term. The term of the Agreement is **Fourteen (14) Months** from the date designated by the City for the Service Provider to begin provision of the Services ("Commencement Date").

B. The Commencement Date. The Commencement Date is **February 1, 2022.**

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

## **SECTION V. PAYMENT**

A. Total Payment. The City will pay the Service Provider the total amount of **\$105,000.00,** plus travel expenses not to exceed \$40,000.00 for the Service Provider's full provision of the Services.

B. Invoices.

1. Receipt of Purchase Order. No work shall be performed by the Service Provider until an agreement for services has been fully and completely executed and a purchase order has been issued by the City for said work.

2. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider's provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month.

3. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the issued Purchase Order and work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement and City issued Purchase Order.

4. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

a. Invoices delivered or mailed to the City shall be sent to:

**The City of High Point  
Accounts Payable  
211 South Hamilton Street  
P.O. Box 230  
High Point, NC 27261**

5. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

6. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to the Services, and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for three (3) years from the date of final payment under the Agreement.

## **SECTION VI. TERMINATION**

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

## **SECTION VII. INDEMNIFICATION**

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Service Provider's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

## **SECTION VIII. INSURANCE**

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by the Service Provider for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and

5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other

provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement. The required form certificates of insurance are included in the Agreement as **Attachment B**.

## SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

## SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

**The City of High Point  
Purchasing Department  
211 South Hamilton Street  
P.O. Box 230  
High Point, NC 27261**

Notice to the Service Provider:

Address for hand-delivery or mailing:

**The MODassic Group, LLC D.B.A. CivicBrand  
508 W. Lookout Dr. Suite #14-1030  
Richardson, TX 75081**

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

## **SECTION XI. MISCELLANEOUS**

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

J. E-Verify. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify. The Service Provider will be required to submit the completed E-Verify affidavit at execution of this contract.

STATE OF NORTH CAROLINA  
CITY OF HIGH POINT  
E-VERIFY AFFIDAVIT

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
\_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly  
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
    - a. YES \_\_\_\_\_, or
    - b. NO \_\_\_\_\_
  4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)



## *Signature Page*

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in one (1) original copy on the day and year first above written by their duly authorized representatives.

The MODassic Group, LLC D.B.A. CivicBrand

*Service Provider*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name above (Typed or Printed)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City/State*

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledge that he/she is the \_\_\_\_\_ of The MODassic Group, LLC D.B.A. CivicBrand a limited liability company organized in the state of Texas and that by authority duly given, and as the act of the limited liability company, the foregoing instrument was signed in its name by its \_\_\_\_\_.

WITNESS my hand and official seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

(SEAL/STAMP)

My Commission Expires: \_\_\_\_\_

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CITY OF HIGH POINT, NORTH CAROLINA

*The City*

P O Box 230, High Point, NC 27261

*Address*

\_\_\_\_\_  
*Lisa Vierling, City Clerk*

By: \_\_\_\_\_  
*Jay W. Wagner, Mayor*

**APPROVAL BY CITY ATTORNEY**

Approved as to form:

\_\_\_\_\_  
*JoAnne L. Carlyle, City Attorney*

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

**APPROVAL BY FINANCE OFFICER**

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

\_\_\_\_\_  
*Bobby D. Fitzjohn, Director of Financial Services*

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