



GUILFORD COUNTY CONTRACT NO. 113087-02/16-240

ENGAGEMENT AGREEMENT

This constitutes an agreement to retain *Fitch & Associates, LLC*, 2901 Williamsburg Terrace, Suite G., Platte City, MO 64079-0170 (the "**Firm**") to provide consulting services for *Guilford County, NC*, 301 West Market Street, Greensboro, NC 27401 (the "**Client**"). The scope of the work to be performed by the Firm is outlined in the attached proposal dated January 20, 2016 (Attachment B).

It is understood that project work will include access to proprietary documents and information. Both parties acknowledge that the Firm represents other medical transportation and related organizations. Fitch & Associates, LLC agrees that confidential information about the Client or its related entities will not be released, except as required by law, without the prior approval of the Client, firm agrees to execute a Business Associate Agreement as required under federal guidelines in accordance with what is commonly referred to as "HIPAA." (Attachment C) The Client agrees that it shall not release any of the Firm's materials provided, or utilized during the process, without written permission.

Professional fees to accomplish the engagement shall be \$69,950. These fees shall be paid as follows:

Five percent (\$3,497.50) is due upon the execution of this agreement.

Twenty percent (\$13,990) is due at the completion of the Information Data Request (IDR).

Twenty-five percent (\$17,487.50) is due upon receipt of the Draft Data Report.

Twenty-five percent (\$17,487.50) is due upon receipt of the Draft Geospatial Analyses and Station Location Findings.

Twenty percent (\$13,990) is due upon receipt of the Draft Fire Master Plan Report.

Five-percent (\$3,497.50) is due upon receipt of the Final Fire Master Plan Report.

Usual and customary travel and related expenses including telephone, printing, and postage are included in the professional fees.

Personnel utilized to complete this agreement will be the employees or independent contractors of Fitch & Associates, LLC or its related entities. The Client will be contacted, in advance if possible, should a change of personnel be necessary.

In the event the Client determines not to proceed with this agreement during its term, the Firm may retain all sums paid by the Client for any expenses incurred and for work actually performed, but unpaid by the Client, an hourly rate of \$300. In this event, the Firm would bill for services in this fashion, and upon full payment, other obligations of either party to this agreement shall terminate

Fitch & Associates' Engagement Agreement

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except for the disclosure of information as stated herein and both parties shall be released from other obligations.

The parties agree to mutually hold the other party harmless for any losses and expenses resulting from any and all third party claims or litigation arising out of the performance of this agreement.

Schedules outlined in documents are approximate and may be modified by agreement of the parties. The Firm will not be held liable for schedule compliance should the Client request or require schedule adjustments.

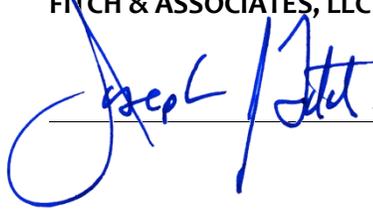
If for any reason any portion of this agreement between the parties is in dispute, both parties will make best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable Attorney's fees as part of any settlement.

This agreement constitutes the complete understanding of the parties and modifications shall be made in writing and acceptable to both parties.

for:
GUILFORD COUNTY, NC

for:
FITCH & ASSOCIATES, LLC

Date



Date

15 February 2016
Date

Printed Name