

**NORTH CAROLINA**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and United Way of Chatham County (the "Agency"). Either the County or the Agency may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Agency has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Agency's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Agency to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on October 1st, 2023 and end on June 30th, 2024, unless terminated hereinafter set forth.
2. Scope of Service: The Agency shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Grant of Funds: To support the work of the Agency in providing the goods and/or services to the public, the County has awarded the Agency a grant in the amount of \$357,721.00. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter which is attached hereto as Appendix 3 and incorporated herein by reference.
4. Audit of Agency's Financial Records: If the annual income of the Agency is greater than \$500,000.00, the Agency may be asked to provide an audit for the period covering the term of this Agreement. If the annual income of the Agency is between \$100,000.00 and \$499,999.00, the Agency may be asked to provide a financial review for the period covering the County's service contract. If the annual income of the Agency is \$99,999 or less, the Agency may be asked to cooperate with a financial analysis conducted by the County or its agent for the period covering the term of this Agreement. If the Agency receives over \$5,000.00 of public funding, including the funds made available by the County under this Agreement, the Agency agrees to comply with the annual reporting requirement of N.C.G. S. §55A-16-24 (Financial Statements for the Public). The County shall have the right to inspect all Agency financial records, minutes, and other documents that are not confidential, and the Agency shall present such documents within 48 hours of County's request. The Agency will immediately notify the County's agent of any legal, financial or organizational matters or program changes which may impact the Agency's ability to operate or deliver services or which may impair or adversely affect the Agency's financial standing.
5. Use of Allocated Funds: Funds allocated by Chatham County are made available to the Agency to assist in delivering services to the public as provided for in N.C.G.S. §153A-449. The Agency shall not undertake any program, function, joint undertaking, or service unless the County itself is authorized by law to engage in such program, function, joint undertaking, or service. Funds shall be spent only for the purposes outlined in the Agency's application to provide service, incorporated herein by reference; the Funding Notification Letter, incorporated herein by reference, or as amended by written or e-mail communication between the Agency and the County. Funds must be used for lawful, public purposes and cannot be used for political activity, to advocate for or against a political candidate or party, or for or against a religious belief, denomination, or congregation. Funds must not be used to pay a board member for any service to the Agency.
6. Measurable Outcomes: The Agency will strive to meet the measurable outcomes outlined in the Agency's application, or as amended by written or e-mail communication between the Agency and the County. The Agency agrees to provide semi-annual written or e-mail reports on the status of achieving these outcomes to the County

Manager's office by February 5<sup>th</sup>, 2024 and July 15<sup>th</sup>, 2024. The County or its agent has the right to request additional information at any time. Failure to meet these deadlines can result in suspension of funding and ineligibility for future funding.

7. Insurance: Agency shall maintain insurance policies as shown in Appendix B for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Agencies shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Agency has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Agency from any liability or obligations under this Agreement.

The County requires all that all Agencies carry workers' compensation insurance. The County recognizes that Agencies with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the Agency's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the Agency must provide proof of said coverage to the County.

8. Confidentiality: All proprietary data and information, if any, furnished to Agency by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Agency for the sole use of the County and Agency under the terms of this Agreement. Agency agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Agency agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
9. Intellectual Property Owned by Agency: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
10. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Agency and the County. Agency and its employees and representatives are independent agencies, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
11. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Agency without prior written consent of the County, which consent may be withheld in the County's sole discretion.
12. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
13. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina  
919.542.8200

Agency Name: United Way of Chatham County  
Attn:  
Address:  
City, State, Zip Code:  
Phone:  
Email:

14. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
15. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
16. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. 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 Agreement.
17. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
18. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Agency under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
    - iii. Failure to maintain the insurance required by this Agreement.
    - iv. Charging rates or fees in excess of those permitted under this Agreement.
    - v. Inefficient, or unsafe practices in providing Services.
    - vi. The material breach of any provision of this Agreement.
  - b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Agency for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Agency its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Agency that are recoverable in the Agency's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
19. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Agency's receipt of notice of termination.
20. Indemnity: Agency agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Agency, its subcontractors, agents, or employees.

21. State and Federal Requirements: By signing this Agreement, Agency certifies that (*if applicable*) Agency, and any of Agency's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
22. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Agency (including, without limitation, Agency's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.

**CHATHAM COUNTY**

By: \_\_\_\_\_  
Dan LaMontagne, County Manager

**AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Roy Lynch, Finance Director

## **APPENDIX 1**

**SCOPE OF WORK:** Improved economic stability for low/moderate income adults

**PROJECT NAME:** Chatham Housing Collective

**SCOPE OF SERVICES:** Program/service that addresses housing stability.

**TOTAL COSTS:** \$357,721.00

**COMPLETION DATE:** June 30<sup>th</sup>, 2024

## APPENDIX B

### INSURANCE REQUIREMENTS

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General /Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage  
\$1,000,000 errors and omissions and  
negligent performance

**APPENDIX 3**

October 2, 2023

Katie Childs

United Way of Chatham County

72 Hillsboro St # 202,

Pittsboro, NC 27312

Dear Katie,

Chatham County is pleased to offer your agency a contract for service with an allocation from the FY 2023-24 ARPA nonprofit funds. The contract is restricted to the funding for the services listed below:

**Service Name: Chatham Housing Collective (CHC); Chatham Housing Collective**

**Amount Funded: \$357,721.00**

Below is other information regarding this funding award, including the distribution basis and any exceptional circumstances:

**Basis:** Your agency will receive your allocation in a single payment on or after Wednesday, November 1<sup>st</sup>, 2023.

**Special Circumstances:** Acceptance of funding will require your agency to meet with the Chatham County Equity & Community Engagement Officer upon request.

The Contract for Nonprofit Service with Chatham County will be uploaded to your account on the application website for your review and referral on or before the end of day Friday, Oct. 6<sup>th</sup>, 2023, The agreement must be read thoroughly and signed by the Executive Director or Board Chair. It then must be uploaded onto the application website by Friday, Oct. 20<sup>th</sup>, 2023.

Your allocation payment is scheduled to be mailed on Wednesday, November 1<sup>st</sup>, 2023, contingent on the receipt of all required documents as listed in Foundant.

Please note: the ARPA Award reports have a timeline that differs from the Human Services Award. This is an intentional request. If the ARPA program award is for an expansion of an existing program, **DO NOT** submit the same report as submitted for Human Services. The reports must be award specific.

For the year-end report, we ask that you submit your transformational and or impactful outcome in Foundant. If you do not see that follow-up question, please contact Erik or me.

The due dates for the FY24 reports are:

**Mid-Year Report: Monday, February 5<sup>th</sup>, 2024**

**Year-End Report: Monday, July 15<sup>th</sup>, 2024**

If you have any questions, please feel free to contact [Brenda Clegg](#), Chatham County Equity & Community Engagement Officer or [Erik Lindley](#), Chatham County Budget and Management Analyst.

Sincerely,

*Brenda Clegg*

Brenda Clegg, CDE®, SHRM-CP

Equity & Community Engagement Officer

Chatham County