

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 1st day of July, 2026 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Jordan Lake Trails Conservation Association (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 July 1, 2026 and end on June 30, 2027, 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 \$5,000.00. 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.
 - a. Return of Funds: Any County-provided funds that have not been encumbered or expended for the provision of the Services by June 30, 2027, shall be returned to the County by July 15, 2027, unless otherwise requested in writing by the Agency and approved in writing by the County.
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 expend any funds allocated by the County on 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:

- a. The due dates for the FY27 reports are:

Mid-Year Report: Friday, January 15th, 2027

Year-End Report: Friday, July 16th, 2027

The County or its agent has the right to request additional information at any time. Failure to meet the above deadlines can result in suspension of funding and ineligibility for future funding.

7. Insurance: It is the responsibility of the Agency to maintain appropriate insurance. For certain services, the County may require the Agency to name the County as an additional insured on certain coverages. Prior to the Agency's provision of Services, the Agency shall provide properly completed certificates of insurance showing the existence and effective dates of all coverages required by 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 contractors, solely responsible for 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: Bryan Thompson,
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Jordan Lake Trails Conservation Association
Attn: Barbara Oslund / Kate Sperry
114 Holly Glen Road
Pittsboro, NC 27312
919.656.7411
katesperry@gmail.com

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, including failure to provide reports on the Measurable Outcomes set forth herein.
 - 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: To the fullest extent allowed by law, the Agency agrees to indemnify, hold harmless, and defend the County, its officers, agents, servants, and employees from and against any and all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, costs of defense and attorneys' fees) suffered by the County and directly or indirectly arising out of or resulting from or related to 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. 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: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. A hard copy of the Terms and Conditions is available upon request.
22. No Debarment: The Agency represents and warrants to the County that it is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).
23. Disclaimer of Liability: Under no circumstances will the County be liable for the Agency's provision of the Services.
24. 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.
25. Severability: The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

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

CHATHAM COUNTY

By: _____
Bryan Thompson, 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: Provide Equipment and/or professional services to mechanically clear, maintain, and improve the Mason Point Horse Trail

TOTAL COSTS: \$5,000.00

COMPLETION DATE: June 30, 2027

APPENDIX 2

See attached funding award letter.