Contract between Chatham County and Chatham Transit

Chatham County ("County") and Chatham Transit ("Agency") hereby agree:

A. Funds allocated by the 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. Using these funds, the Agency will 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 for non-profit funding (____ day of _____, 2025), hereby incorporated 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.

B. The Agency will strive to meet the measurable outcomes outlined in the Agency's budget and work plan or as amended by written or e-mail communication between the Agency and the County. The Agency agrees to provide semi-annual written or email reports on the status of achieving these outcomes to the County Manager's office by January 15, 2026, and July 15, 2026. 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.

C. 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 $99,999.00 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 of any legal, financial or organizational matters or program changes that may affect the Agency's ability to operate or deliver services or which may impair or adversely affect the Agency's financial standing.

D. 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 the documents within 48 hours of County's request.

E. The Agency will immediately notify the County of any legal, financial or organizational matters or program changes which may affect the Agency's ability to operate or deliver services or that may impair or adversely affect the Agency's financial standing.

F. Any information provided to the County or its agent is subject to the North Carolina Public Records Law.

G. North Carolina local government units are prohibited from entering into certain contracts (such as this contract with the Agency) unless the Agency and the Agency's subcontractors, if any, comply with any State or Federal requirements including, but not limited to, E-Verify, Iran Divestment Act and the Requirement to Recycle Certain Electronic Equipment, among others, when applicable. The Agency agrees to comply with all applicable requirements and to require its subcontractors, if any, to comply.

H. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter, which is hereby incorporated by reference.

I. Failure by the Agency to comply with the terms of this Contract shall be grounds for the County to withhold funds and deem the Agency ineligible for future funding.

J. The County agrees to allocate the funds approved by the Board of Commissioners as outlined in the Funding Notification Letter.

K. If, at any time during the term of this Contract it becomes necessary to change the provisions and conditions hereof, such changes shall be effective when incorporated in written amendments to the Contract.

Chatham Transit

Date: _____

_____
Name & Title

_____
Name of Witness

Chatham County

ATTEST: Date: _____

_____
Bryan Thompson, County Manger

_____
Jenifer Johnson, NCCCC, Clerk
Chatham County Board of Commissioners

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

_____
Roy Lynch, Finance Director