

THIS AGREEMENT is hereby made, entered into, and effective as of July 1, 2024, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and [Insert Vendor Name.], hereinafter referred to as the "AGENCY," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS. GUILFORD COUNTY is a body of politic and corporate of the State of North Carolina and is authorized to expend funds for public purposes and to contract with private entities to do the same on behalf of the County; and

WHEREAS, the AGENCY is a North Carolina not for profit corporation organized for the purpose of rendering services which align with and are for public purposes; and

WHEREAS, pursuant to N.C.G.S. §153A-449, COUNTY may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that COUNTY is authorized by law to engage in; and

WHEREAS, pursuant to N.C.G.S. §153A-255, COUNTY may support social services programs intended to further the health, welfare, education, employment, safety, comfort, and convenience of its citizens; and

WHEREAS, the AGENCY has requested certain funds from the COUNTY to be used by the AGENCY to enhance services by expanding programming concerned with developing the employment, economic development, health, education and welfare needs of low- and moderate-income individuals in accordance with lawful, permissible purposes; and,

WHEREAS, in response to such request, the Guilford County Board of Commissioners has appropriated the sum of \$[inset award amount] for the fiscal year ending June 30, 2024, to support this purpose, said sum being derived from general funds.

WHEREAS, it is desirable and necessary to enter into this Agreement in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW, THEREFORE, in consideration of the following, the Parties agree as follows:

SECTION I- THE AGENCY DUTIES AND RESPONSIBILITIES:

A. USE OF FUNDS. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated below and as stated in its Grant Application, which is attached hereto and incorporated herein by reference (See Attachment A) in the event that any stated purpose for use of funds expressed in the Grant Application conflicts with a provision in the paragraph below, the paragraph below will control:

[insert public purpose statement]. The AGENCY is a registered North Carolina nonprofit entity located and operating in Guilford County, North Carolina.

All expenses shall be in conformance with the Guilford County policies. Expenses may be disallowed if they are not reasonable or rational. Examples may include international travel, cash app transfers, reimbursements to employees outside of regular payroll cycle, lodging not pre-approved (outside of approved settings, such as group homes, shelters, or halfway

houses, for example); lobbying expenses; entertainment; alcoholic beverages; bad debt; fines and penalties; interest; any expense which violates Federal, State, or Local law or policy; any expense determined by Guilford County, in its sole discretion, to be disallowed. The County maintains the right to request receipts or documentation for any expense.

B. REPORTS: To submit the following to the County by the following dates:

- October 30, 2024 (for period July 1, 2024 – September 30, 2024)
- January 30, 2025 (for period October 1, 2024 – December 31, 2024)
- April 30, 2025 (for period January 1, 2025 – March 31, 2025)
- July 30, 2025 (for period April 1, 2025 – June 30, 2025)

- 1) Guilford County Expenditure Report, in a County approved format, with the allocation and expenditure of funds for services and activities performed during the previous quarter under this Contract; and
- 2) Guilford County Performance Report, in a County approved format, indicating goals and objectives reached during the quarter being invoiced; and,
- 3) Copies of all invoices documenting that payments were made for allowable purposes according to the USE OF FUNDS previously designated.
- 4) To further submit at the conclusion of the program year an ANNUAL PERFORMANCE REPORT to the COUNTY that reports on of all program activities including a summary of the accomplishment of stated goals and objectives.

C. ASSIGNMENT. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the COUNTY.

D. ASSUMPTION. This Agreement may not be assumed or otherwise transferred to another party by the AGENCY without the express written consent of the COUNTY, which said consent will be evidenced by acceptance memo or letter from the COUNTY Manager, or designee, to the original AGENCY under the Agreement and the assuming AGENCY. If the AGENCY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, the AGENCY must immediately notify the COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales agreement, merger documents, etc. Further, the AGENCY will submit the name and address of the assuming AGENCY'S registered agent for service of process and/or all notices required under the Agreement.

E. COMPLIANCE WITH CIVIL RIGHTS AND DISABILITY LAW/NON-DISCRIMINATION:

THE AGENCY shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the North Carolina Persons with Disabilities Protection Act, and all requirements imposed by Federal and State regulations, rules, and guidelines issued pursuant to these laws for both personnel employed and individuals served. In connection with the performance of this agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

F. BOOKS AND RECORDS: The AGENCY shall establish and maintain financial records in accordance with generally accepted accounting principles and practices and retain such

records for a minimum of three (3) years from the date of the final payment under this Agreement, or until all pending audits are completed, whichever is later. All books and records shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.

If litigation, a claim, or audit is instituted before the expiration of the three (3) year period, the records shall be retained until litigation, claims, and audit findings involving the records have been fully resolved.

- G. RIGHT OF INSPECTION.** At no additional cost all records relating the AGENCY'S performance of this AGREEMENT shall be subject at all reasonable times to inspection, review, and audit by GUILFORD COUNTY, in order to monitor performance, compliance, and quality assurance under this Agreement. The AGENCY shall provide access for this purpose.
- H. MEETINGS:** AGENCY agrees to open to the public the meetings of the AGENCY'S Board of Directors, Advisory Board or Governing Board.
- I. DRUG-FREE WORKPLACE POLICY:** The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Act of 1988 41 U.S.C.701.
- J. LIABILITY INSURANCE.** It is understood and agreed between the Parties that each person performing services under the Agreement on behalf of the AGENCY shall be covered by the AGENCY for all acts, omissions, injuries, or other liabilities occurring during the performance of the services. The AGENCY shall provide to the COUNTY a certificate of insurance for general liability and property damage coverage of at least one million dollars (\$1,000,000.00) for each claim made. The AGENCY shall notify the COUNTY if the required insurance policy is cancelled. The COUNTY reserves the right to require higher or lower insurance limits where warranted.
- K. AUDIT:** The AGENCY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the AGENCY'S fiscal year end. A copy of the financial records and operations of the AGENCY shall be provided at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the AGENCY.
- L. RECAPTURE.** Any item of expenditure by the AGENCY under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, State of North Carolina, Department of the Treasury, or other federal instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the AGENCY, shall become the AGENCY's liability. The aforementioned liability shall be paid by AGENCY to COUNTY, immediately upon notification of such improper expenditure. AGENCY is strictly prohibited from paying said liability from funds provided by the County under this Agreement or any other agreement between the COUNTY and the

AGENCY. In the event that the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorneys' fees. This provision shall survive the expiration or termination of this Agreement.

- M. NO OVERDUE TAXES:** The AGENCY shall complete and submit to the COUNTY the attached certification of "No Overdue Tax Debts" pursuant to NCGS 143.6-22 and 6-23. See Attachment D.
- N. CONFLICT OF INTEREST STATEMENT:** The AGENCY must submit to the COUNTY a signed and notarized Conflict of Interest Statement (Attachment E) simultaneous with the signing of this agreement.
- O. CRITERIA.** The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with performance measures.
- P. EVALUATIONS.** The COUNTY shall be entitled to conduct program evaluations of the AGENCY'S activities, particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.
- Q. INDEMNIFICATION.** The AGENCY as a condition of receiving funds from GUILFORD COUNTY, agrees to fully indemnify and hold harmless the COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
- R. AUTHORITY TO ENTER AGREEMENT.** The person(s) executing this AGREEMENT on behalf of the AGENCY have authority to do so as an official binding act of the AGENCY.

SECTION II- GUILFORD COUNTY DUTIES AND RESPONSIBILITIES:

A. PAYMENT(S).

The COUNTY will provide AGENCY **\$[insert award amount]** following AGENCY's submission of a completed application in a County-approved format and full execution of this Agreement that details an allowable public purpose for the USE OF FUNDS.

The AGENCY will submit acceptable expenditure and performance reports for the prior quarter, pursuant to the schedule referenced in Section I.B. (For example, the first quarterly report will detail expenditures made for the July 1, 2024 – September 30, 2024 quarter.)

However, in no event may the total maximum exposure of this Agreement be exceeded as a result of any advance payments or reimbursements.

The amount appropriated to the AGENCY is for services-provided from July 1, 2024 through June 30, 2025. Reimbursement requests or payments for services provided outside this time period will not be considered. All receipts must be submitted for reimbursement or after initial payment by August 31, 2025. Failure to submit receipts by this deadline will result in the recapture of unverified funds from the AGENCY in accordance the RECAPTURE provisions of this Agreement.

SECTION III- BOTH PARTIES AGREE:

- A. NORTH CAROLINA CORPORATION.** That the AGENCY is a duly organized and existing North Carolina non-profit corporation. The AGENCY further certifies that it a possesses a valid North Carolina solicitation license.
- B. TAX EXEMPT ORGANIZATION.** That the AGENCY is qualified under the United States and North Carolina Revenue Laws as a tax-exempt organization, contributions to which are tax deductible.
- C. FINANCIAL EXPOSURE TO THE COUNTY.** The financial exposure to the COUNTY shall not exceed **\$[insert award amount]** during this contract term. In any event payment will only be made from allocated funds in accordance with N.C.G.S. Chapter 159. In the event, that funding is terminated or reduced, the COUNTY may reduce the financial exposure of this Contract with written notice to the AGENCY.
- D. TERM:** The term of this Contract shall begin on **July 1, 2024 and shall end on June 30, 2025.**
- E. TERMINATION FOR CONVENIENCE.** COUNTY may terminate this Contract without cause or penalty upon serving a thirty (30) day written notice to the other Party. Termination shall be subject to recapture of unused funds on the date of termination from the AGENCY in accordance with the RECAPTURE provisions of this Agreement.
- F. TERMINATION FOR CAUSE.** If AGENCY fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach") , either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified AGENCY of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the AGENCY specifying the effective date thereof. Termination shall be subject to recapture of unused funds on the date of termination in accordance with the RECAPTURE provisions of the Agreement.
- G. BREACH.** If, through any cause, AGENCY or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to any termination rights that it may have, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due AGENCY for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that

amount shall be deducted from any payment(s) otherwise due to AGENCY) The filing of a petition for bankruptcy by AGENCY shall constitute an act of breach under this Contract.

- H. ADMINISTRATION.** The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- I. INDEPENDENT CONTRACTOR.** The AGENCY acknowledges and agrees that it is rendering the Services as an independent contractor and not an employee of the GUILFORD COUNTY and, accordingly, GUILFORD COUNTY shall have no obligations to the AGENCY in connection with payroll taxes, employee benefits, and the like.
- J. AMENDMENT.** This Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the AGENCY.
- K. BOARD OF COMMISSIONERS.** The GUILFORD COUNTY Board of Commissioners may in its discretion place an ex-officio member on the Governing Board of the AGENCY, to the extent allowed by law.
- L. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina and any disputes arising from this Agreement shall be adjudicated in Guilford County, North Carolina.
- M. BID RESTRICTIONS AND E-VERIFY.** The AGENCY will comply with bid restrictions, if any, and applicable laws including N.C.G.S. 143-129(j) regarding E-Verify. The Agreement and Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment D.
- N. THE FOLLOWING IS A LIST OF ALL ATTACHMENTS TO THIS CONTRACT:**
- Attachment A- Grant Application
 - Attachment B- No Overdue Tax Debt
 - Attachment C- Conflict of Interest Policy Statement
 - Attachment D- E-Verify Affidavit
- O. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.
- P. HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- Q. SEVERABILITY.** If any one or more provisions herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and it shall be considered modified to conform with the applicable Federal, State, or local law.

- R. SURVIVAL.** The terms, conditions, and warranties contained herein are intended to survive the completion of the performance.
- S. WAIVER.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated in writing and assigned by an authorized GUILFORD COUNTY representative.
- T. ENTIRE AGREEMENT.** This Agreement, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished. This Agreement shall not be modified except by a writing subscribed to by all the Parties.

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

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Signature Pages to Follow

