

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: County Manager's Office

Department contract file name (use effective date): ChathamTransit\_Manager\_20190701

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Budget allocation

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Chatham Transit

Effective Date: 7/1/2019

Approved by: County Manager

Ending Date: 6/30/2020

Total Amount: 240394

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Click here to enter text.

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: Click here to enter text.

Vendor Email: Click here to enter text.

Vendor Address: Click here to enter text.

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.

By: \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed Yes



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes  No

5. Vendor has signed the contract. Yes  No

6. Vendor has provided E-Verify Affidavit. Yes  No

7. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

8. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

9. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

## Contract between Chatham County and Chatham Transit

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

- A. 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. 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, hereby incorporated by reference; the Funding Notification Letter, 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 e-mail reports on the status of achieving these outcomes to the County Manager's office by January 15, 2020 and July 15, 2020. 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 \$300,000, the Agency may be asked to provide an audit for the period covering the County's allocation. If the annual income of the Agency is between \$50,000 and \$299,999, the Agency may be asked to provide a financial review for the period covering the County allocation. If the annual income of the Agency is \$49,999 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 County allocation. If the Agency receives over \$5,000 of public funding, including the funds made available by the County under this Contract, the Agency agrees to comply with the annual reporting requirement of N.C. Gen. Stat. §55A-16-24 (Financial Statements for the Public).
- 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'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.
- F. Any information provided to the County or its agent is subject to the North Carolina Public Records Law.
- G. Prohibition from entering into certain contracts. 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.

Agency Name:

Dave Esterman Executive Director  
Name & Title

Date: 6/19/19

Jessica Proctor  
Name of Witness

Chatham County: \_\_\_\_\_

  
Dan LaMontagne, County Manger

ATTEST: Date: 06-27-19

Lindsay K. Ray  
Lindsay K. Ray, 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.

Vicki McConnell  
Vicki McConnell, Finance Director