

**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): 20230701  
Project Code: PublicInput\_Manager's Office\_20230701  
Contract type: Agreement  
Contracted Services/Goods: Community Engagement Platform  
Contract Component: Choose an item.  
Change Order Number/Addendum Number: PublicInput\_Manager's Office 20230912  
Vendor Name: PublicInput  
Effective Date: 07/01/2023  
Approved by: County Manager  
Date approved by the BOC: 09/18/2023  
Ending Date: 6/30/2026  
Total Amount: \$119,925.00

Please Return Contract to:  
Name: **Brenda Clegg**  
Email: Brenda.clegg@chathamcountync.gov  
Special Instructions for Clerks  
Office:

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

By: *Brenda Clegg* (Department Head signature required)

3. County Attorney has reviewed and approved the contract   
County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

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/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No   
If budget amendment is necessary, please attach to this form.

7. 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.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract  
 The Finance Officer is not required to sign the contract

NORTH CAROLINA  
CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this 11<sup>th</sup> day of September 2023 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Cityzen Solutions, Inc dba PublicInput (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

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

**WHEREAS**, the County wishes to enter into an Agreement with Contractor 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 3, 2023 and end on June 30, 2026 unless terminated hereinafter set forth.
2. Scope of Service: The Contractor 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. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$119,925.00, to be paid in yearly installments of \$39,975.00, payable within forty-five (45) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor 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. Contractors 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 Contractor 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 Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors 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 contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor 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 Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor 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. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: 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.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. 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.
10. 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

Cityzen Solutions, Inc. dba PublicInput  
Attn: Kevin Fowler  
2409-107 Crabtree Boulevard Ste 303.  
Raleigh, NC, 27604-2232  
919.295.9051

11. 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.
12. 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.
13. 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.
14. 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.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor 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.

16. 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 Contractor's receipt of notice of termination.
17. Indemnity: Contractor 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 Contractor, its subcontractors, agents, or employees.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor 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.
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor'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

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

  
Roy Lynch, Finance Director

**CONTRACTOR**

By:   
Name: Kevin Fowler

Title: VP of Operations & Finance

09/18/2023

## APPENDIX 1

**SCOPE OF WORK:** See attached: PublicInput Annual Service Agreement

**PROJECT NAME:** PublicInput Three (3) Year Service Agreement.C

**SCOPE OF SERVICES:** Community Engagement Software "Engagement Plus"

**TOTAL COMPENSATION:** \$119,925.00 to be paid in yearly installments of \$39,975.00

**COMPLETION DATE:** June 30, 2026

## APPENDIX B

### INSURANCE REQUIREMENTS

#### General /Professional Liability

- \$ 100,000 bodily injury per person
- \$ 500,000 bodily injury per occurrence
- \$ 100,000 property damage



## ANNUAL SERVICE AGREEMENT

\*\*\*The following amends and replaces the Annual Service Agreement signed on August 2nd, 2023, Project Code: PublicInput\_Manager's Office\_20230701\*\*\*

### Customer: Chatham County, NC

Customer Contact:	Dan LaMontagne	Created Date:	8/31/2023
Contact Email:	lindsay.ray@chathamcountync.gov	Currency:	USD
Billing Contact:	919-542-8200	Service Term Start Date:	7/1/2023
Billing Email:	brenda.clegg@chathamcountync.gov	Service Term End Date:	6/30/2026
PO#:		Departments:	4
Billing Address:	P. O. Box 1809, Pittsboro, NC 27312		

### Service Order Form

Recurring Services	Qty	Annual Fees
Engage - Multidepartment - (36 Months)	1	\$119,925.00
Authorized Users	10	\$0
Text Message Credits	24,000	\$0
One-Time Services	Qty	One-Time Fees
		\$
SERVICE TERM FEE		\$119,925.00

**Departments included: County manager, Planning, Public Health, Library**

Invoice Date: Upon signed acceptance of this service agreement.

Payment Terms: Net 45

Additional Notes:

- Additional incremental annual subscription fees shall apply if Customer requests additional units or services during the Service Term period.
- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.
- Remittance Advice & Billing Inquiries: [accounting@publicinput.com](mailto:accounting@publicinput.com)
- The Service Term shall be the period starting from the Service Term Start Date through the Service Term End Date.

This Service Agreement, and any subsequent Service Agreement executed by PublicInput and the Customer named below, and including the Terms of Service at: <https://publicinput.com/wp/terms-conditions/> and all terms referenced herein and therein and all attachments, exhibits and addenda hereto, govern Customer's purchase of the Services (collectively, the "Agreement") and by executing this Service Agreement, Customer agrees to each of the foregoing. This Service Agreement is effective as of the last date of signature by both PublicInput and Customer as set forth below (the "**Effective Date**").

This Service Agreement is accepted and agreed to by:

**Cityzen Solutions, Inc. dba PublicInput**

Signature: *Kevin Fowler*

Name: Kevin Fowler

Title: VP of Operations & Finance

Date: 8/31/23

**Customer: Chatham County, NC**

Signature: *[Handwritten Signature]*

Name: *Dan LaMontagne*

Title: *County Manager*

Date: *9/20/2023*

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

*Roy Lynch*  
Roy Lynch, Finance Officer