

**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): Chatham EDC\_Manager's\_20240418

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Grant Admin. Building Reuse Grants - CTI

Contract Component: Other

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

Vendor Name: Chatham EDC

Effective Date: April 19, 2024

Approved by: County Manager

Date approved by the BOC: N/A

Ending Date: End of Grant

Total Amount: N/A

Please Return Contract to:

Name: Bryan Thompson

Email: bthompson@chathamcountynet.org

Special Instructions for Clerks

Office: bryan.thompson@chathamcountynet.org

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

By: [Signature] (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

## Agreement

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Chatham Economic Development Corporation (the "Contractor") and Chatham County (the "Client"). Either the Contractor or the Client may be referred to herein as a "Party" or collectively as the "Parties."

### WITNESSETH:

**WHEREAS**, the Contractor provides planning, administrative, and grant services to private entities, individuals, and special purpose units of government; and,

**WHEREAS**, the Client desires to utilize the Contractor to provide grant planning and administration services (the "Services"); and,

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth, the Parties agree as follows:

### SECTION ONE: SCOPE AND TERM OF EMPLOYMENT

The Contractor will provide the Services to the Client as necessary to represent the Client throughout a CTI Systems Building Reuse Project as required by the North Carolina Department of Commerce (NCDOC) for a period of two years after the above-entered date.

### SECTION TWO: COMPENSATION OF THE CONTRACTOR

In consideration of the Services that will be provided under this Agreement, the Client agrees that the contribution of the Contractor's Services may be used to satisfy the local matching requirement as required by NCDOC.

### SECTION THREE: MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the Parties.

### SECTION FOUR: LEGAL REMEDIES/TERMINATION

If through any cause, either Party fails to fulfil its obligations under this Agreement, the other Party shall have the right to terminate this Agreement by giving fifteen (15) days written notice to the other Party and specifying the cause and effective date of such termination. It is further agreed that any breach or evasion of the terms of this Agreement by either Party will authorize recourse to injunction and/or specific performance as well as other remedies to which the injured Party may be entitled.

**SECTION FIVE: IMPOSSIBILITY OF PERFORMANCE**

Neither Party shall be deemed to be in default of their obligations if they are prevented from performing them by any act of war, hostile foreign action, nuclear explosion, riot, strikes, boycotts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or adverse misfortunes beyond the control of the Parties.

**SECTION SIX: SEVERABILITY**


All provisions in this Agreement are severable and, if any provision is held to be illegal or unenforceable, with the exceptions of Sections One and Three, this Agreement shall be interpreted as if such provisions are not contained herein.

**SECTION SEVEN: CHOICE OF LAW**

It is the intention of the Parties that this Agreement and its performance be governed by the laws of the State of North Carolina without regard to the jurisdiction in which any action or special proceeding may be instituted.

This Agreement is executed as each Party sets their seals:

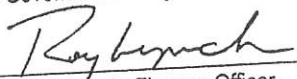
**CHATHAM COUNTY ECONOMIC DEVELOPMENT CORPORATION**

  
Name: C. M. Smith  
Title: President

**CHATHAM COUNTY**

  
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 Officer