

CONTRACT ROUTING FORM

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

Department: Soil and Water Conservation District
Department contract file name (use effective date): TLC_SWCD_20240701
Project Code: TLC_SWCD_20240701
Contract type: Contract
Contracted Services/Goods: Farmland Preservation
Contract Component: Master
Change Order Number/Addendum Number: Click here to enter text.
Vendor Name: Triangle Land Conservancy - 8287
Effective Date: 07/01/2024
Approved by: Commissioners
Date approved by the BOC: 04/15/2024
Ending Date: 6/30/2025
Total Amount: \$75,000

Please Return Contract to:
Name: Andrew Waters
Email: andrew.waters@chathamcountync.gov
Special Instructions for Clerks
Office:

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

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 21st day of June, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Triangle Land Conservancy (the "Agency"). Either the County or the Agency may be referred to herein as a "Party" or collectively as the "Parties."

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

WHEREAS, the County wishes to enter into an Agreement with Agency 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 upon July 1, 2024, and end on June 30, 2025, unless terminated hereinafter set forth.
2. **Scope of Service:** The Agency 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. **Grant of Funds:** To support the work of the Agency in providing the goods and/or services to the public, the County has awarded the Agency a grant in the amount of \$75,000 to be disbursed in accordance with the Scope of Work. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter which is attached hereto as Appendix 3 and incorporated herein by reference.
4. **Audit of Agency's Financial Records:** 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 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'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.
5. **Use of Allocated Funds:** 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. The Agency shall 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 to provide service, incorporated herein by reference; the Funding Notification Letter, incorporated herein 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.
6. **Measurable Outcomes:** The Agency will strive to meet the measurable outcomes outlined in the Scope of Work, or as amended by written or e-mail communication between the Agency and the County. The Agency agrees to provide written or e-mail reports on the status of achieving these outcomes to the Farmland Preservation

Coordinator as stipulated in the "Funding Notification Letter" (Appendix 3). 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.

7. Insurance: Agency shall maintain insurance policies as shown in Appendix 2 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. Agencies 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 Agency 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 Agency from any liability or obligations under this Agreement.

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

8. Confidentiality: All proprietary data and information, if any, furnished to Agency 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 Agency for the sole use of the County and Agency under the terms of this Agreement. Agency 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. Agency agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
9. Intellectual Property Owned by Agency: 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.
10. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Agency and the County. Agency and its employees and representatives are independent agencies, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
11. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Agency without prior written consent of the County, which consent may be withheld in the County's sole discretion.
12. 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.
13. 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: Andrew Waters
1192 US Hwy 64 W. Bus., Suite 200
Pittsboro, North Carolina
919.545.8447
Andrew.waters@chathamcountync.gov


Triangle Land Conservancy
Attn: Margaret Sands
P.O. Box 1848
Durham, NC 27702
919-908-0058
msands@triangleland.org

14. 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.
15. 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.
16. 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.
17. 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.
18. Termination: This Agreement may be terminated as follows:
 - a. Cause: If the services provided by Agency 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.
 - b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Agency for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Agency its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Agency that are recoverable in the Agency's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
19. 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 Agency's receipt of notice of termination.
20. Indemnity: Agency 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 Agency, its subcontractors, agents, or employees.

21. State and Federal Requirements: By signing this Agreement, Agency certifies that (*if applicable*) Agency, and any of Agency's subcontractors 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.
22. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Agency (including, without limitation, Agency'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

AGENCY

By: 
Name: Sandra Sweitzer
Title: Executive Director

APPENDIX 1

PROJECT NAME: FY 2025 Chatham County Agricultural Preservation & Development Trust Fund Organizational Support Grant

SCOPE OF SERVICES: Farmland preservation project and outreach activities as described in the "Scope of Work" Below.

TOTAL COMPENSATION: - \$75,000.00

SCHEDULE OF PAYMENT:

- \$33,750.00 (45%) upon commencement of the contract period (July 1, 2024).
- \$33,750.00 (45%) upon receipt of a grant status report to be submitted by TLC no sooner than 6 months after commencement of the contract period (July 1, 2024) and no later than 7 months after.
- \$7,500.00 (10%) upon receipt of a final grant report to be submitted by TLC no sooner than 12 months after commencement of the contract period and no later than 13 months after.

COMPLETION DATE: June 30, 2025

SCOPE OF WORK:

- Land Protection Outreach and Acquisition
 - TLC Staff will educate Chatham County landowners about conservation options, field questions and inquiries, make recommendations, and follow up on appropriate projects through site visits and meetings (ongoing through contract term).
 - Staff to meet with Chatham County landowners interested in farmland preservation when referred by Chatham County farmland protection coordinator.
 - TLC Staff will contract and coordinate appraisals, surveys, title work, and other needed due diligence for one Cycle 16 ADFP project (Arnts McNaull) and close on one Cycle 15 project (Bolton Forest) by end of 2024.
 - Staff coordinate site visits and additional application materials for 2 Cycle 17 ADFP applications. Enter contract for all funded projects by December 2024.
 - Staff confirm with landowners on currently identified easement projects and apply for Cycle 18 ADFP funding (December 2024) and Chatham Agricultural Development Project Easement Funding.
 - Staff prepare Baseline Documentation Reports and long-term monitoring plans for Chatham County Working Lands easements. Staff attend Chatham County events including Landowner Day, Spring Ag Fest, and Agricultural -Advisory Committee (at least one per contract term) to connect with and engage landowners and the community (ongoing and long term).
- Transition Planning Assistance and Strategy
 - Initiate four-year process of becoming certified as a Land Transfer Navigator organization via the American Farmland Trust.
 - Develop Land Transfer Navigator Action Plan which includes information for Chatham landowners seeking transition assistance.
 - List Chatham County as a financial supporter of Land Transfer Navigator program in communications and publicity as appropriate for Chatham County audiences.
- Accelerate Good Ground Initiative (TLC's buy-protect-sell program) in Chatham County
 - Host workshop at Chatham County Ag Center in the Fall that provides landowners and land seekers with information on transition planning, conservation, financial health, and land use diversification.
 - 2 Chatham County farmers serve as advisors on the Good Ground Committee
 - Provide Chatham County landowners with land transition options and clear steps for how to enter their land into the Good Ground Initiative.

- Establish contract for TLC's awarded NRCS Regional Conservation Partnership Program grant and identify suitable Chatham County land eligible for acquisition.
- List Chatham County as a financial supporter of Good Ground Initiative program in communications and publicity as appropriate for Chatham audiences.
- Conservation Planning and Chatham Community Participation
 - TLC representative to serve on the Chatham Conservation Partnership steering committee.
 - TLC representative serves on Haw River State Trail Steering committee.
 - TLC representative serves on Deep River State Trail Steering committee.
 - TLC assists with landowner outreach and execution of Natural Heritage Inventory update for Chatham County
 - TLC staff to attend and support Chatham "Landowner Information Day" Fall/Winter 2024.
 - TLC to attend at least one Board of Commissioners to provide updates on farmland protections activities and other Chatham County conservation initiatives. With advance notice, TLC staff to support other presentations to Chatham County Board of Commissioners as available.
 - TLC representative to attend at least one meeting of the Chatham County Agricultural Advisory Board during term of grant contract to report on grant outcomes and objectives.
- Project Reporting & Publicity
 - TLC Staff will provide written updates to Chatham County with achieved and planned outcomes at 6-month and 12-month interval from date of executed contract.
 - TLC to issue press release announcing Organizational Support award and grant objectives described within this Scope of Work upon execution of grant contract. Similarly, at completion of grant contract, TLC to issue press release describing grant project results and achievements.

APPENDIX 2

INSURANCE REQUIREMENTS

The County will not require the Contractor to provide proof of insurance.

APPENDIX 3

June 4, 2024

Margaret Sands
Associate Director of Land Protection
Triangle Land Conservancy
P.O. Box 1848
Durham, NC 27702

Re: Chatham County Agricultural Preservation & Development Trust Fund Organizational Support Program Grant

Dear Margaret,

I am pleased to report that the Chatham Soil & Water Conservation District (“Grantor”), acting on behalf of the Chatham County Board of Commissioners, the Chatham County Agricultural Advisory Board, and our county administration, has approved your organizational support grant application from the Chatham Agricultural Preservation & Development Trust Fund (CAPD) for \$75,000. The grant is to be used by Triangle Land Conservancy (“Agency” or “TLC”) under the terms and conditions outlined in this letter, the attached grant agreement, and the Scope of Work listed as “Appendix 1” in the agreement.

The grant of \$75,000 will be disbursed in three payments based on the following terms and conditions:

- \$33,750 (45%) upon commencement of the contract period (July 1, 2024).
- \$33,750 (45%) upon receipt of a grant status report to be submitted by TLC no sooner than 6 months after commencement of the contract period (July 1, 2024) and no later than 7 months after.
- \$7,500 (10%) upon receipt of a final grant report to be submitted by TLC no sooner than 12 months after commencement of the contract period and no later than 13 months after.

Acceptance of this grant indicates your agreement to the following conditions:

- The grant is designated for the purposes outlined in the grant agreement and may not be used for any other purposes, including political or legislative activity.
- A narrative report will be sent to the Grantor at six months from contract execution and twelve months from contract execution. The narrative should summarize the Project, describe how items in the Scope of Work were achieved, and include an accounting of the project budget.
- When communicating with the public about items accomplished in the Scope of Work, the Grantee should acknowledge the financial support of Chatham County and the Chatham County Farmland Preservation Program. Copies of any publicity the project receives and which the Grantee is aware of shall be sent to Chatham County.
- The Grantee must provide written notice if there is a change to key personnel to the project. Notice is to be given as promptly as possible and in all cases within two weeks of the change. Notice should include an explanation of how the Grantee intends to complete the Scope of Work given the personnel change.

- To the extent allowed by the laws of North Carolina, Grantee agrees to indemnify Chatham County, its employees, and representatives for any claims which may be used against Chatham County for the use of Chatham County's Funds for the Project.

All communications described and required above shall be directed to the Farmland Preservation Director via email at

Andrew Waters
Farmland Preservation Coordinator
1192 US Hwy. 64 W. Business
Suite 200
Pittsboro, NC 2731
Email: andrew.waters@chathamcountync.gov
Phone: (919) 545-8447.

If this letter correctly states your understanding of the agreement between the Chatham Soil & Water Conservation District, please countersign and return one copy of the Grant Agreement to the address listed above within 14 days of your receipt.

Sincerely,

Andrew Waters
Farmland Preservation Coordinator
Chatham Soil & Water Conservation District

Encl: Grant Agreement, Scope of Work

Appendix 4
Project Budget

Chatham Working Lands Initiative Budget	
Line Item	Cost
Staff Time: Land Protection	\$ 35,000.00
Staff Time: Transition Planning	\$ 15,000.00
Staff Time: Good Ground Initiative	\$ 10,000.00
Staff Time: Conservation Planning	\$ 10,000.00
Mileage @ \$.655/mile	\$ 5,000.00
Total	\$ 75,000.00

