

**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): WEbbSquared\_MngrOffice\_20240701

Project Code: [Click here to enter text.](#)

Contract type: Contract

Contracted Services/Goods: BIPOC Business Hub

Contract Component: Master

Change Order Number/Addendum Number: [Click here to enter text.](#)

Vendor Name: Webb Squared

Effective Date: 7/1/2024

Approved by: County Manager

Ending Date: 6/30/2025

Total Amount: \$84,629.00

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 1<sup>st</sup> day of July, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Webb Squared (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 1, 2024 and end on June 30, 2025, 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 \$ ~~84,629.00~~, payable within thirty (30) 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

Webb Squared  
Stephanie Terry  
120 Mosaic Blvd, Suite 200-22  
Pittsboro, North Carolina 27312  
855.249.7675 or 919.225.6187  
stephanie@webbsquared.org

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.

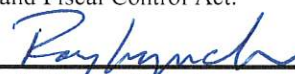
- iii. Failure to maintain the insurance required by this Agreement.
  - iv. Charging rates or fees in excess of those permitted under this Agreement.
  - v. Inefficient, or unsafe practices in providing Services.
  - vi. The material breach of any provision of this Agreement.
- b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor 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 Contractor 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 Contractor that are recoverable in the Contractor'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.
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: WEBB Squared  
 Name: Stephanie Terry   
 Title: Executive Director

## APPENDIX 1

**SCOPE OF WORK:** WEBB Squared delivers business coaching, workshops and connections to information, resources and networks. WEBB Squared serves as an organization recognized by many in the community of fostering a message of trust that exclusively focuses on supporting historically marginalized entrepreneurs in Chatham County.

**PROJECT NAME:** BIPOC Business Hub

**SCOPE OF SERVICES:** Business coaching, workshops and connections to information, resources and networks to increasing BIPOC businesses in Chatham County.

**TOTAL COMPENSATION:** \$84,629.00

**COMPLETION DATE:** June 30, 2025



## PROJECT PROPOSAL

### Operationalizing Inclusive Economic Development

---

#### Background:

In 2022 Chatham County commissioned a “Minority Entrepreneur and Small Business Needs Assessment.” It revealed that despite the County poised for growth, minority entrepreneurs lacked sufficient support for success. **The report findings outlined an entrenched income, wealth, and opportunity disparity and lack of trust among historically marginalized entrepreneurs and the wider business community.**

The report concludes that “an inclusive and equitable entrepreneurial and small business ecosystem” is “desperately needed,” and officials must “consciously and intentionally address the race/ethnic divide in Chatham County.” **The report recommended Chatham County foster a partnership with a “trusted messenger” organization to expand its economic development efforts in marginalized communities of color.**

WEBB Squared (Wealth Through Entrepreneurship for Black and Brown Businesses) is an incubator-accelerator founded by, created for and led by Black entrepreneurs. Using a grassroots, community organizing approach to engage and enroll entrepreneur clients, WEBB Squared delivers business coaching, workshops and connections to information, resources and networks. **WEBB Squared serves as the only trusted messenger organization that exclusively focuses on supporting historically marginalized entrepreneurs in Chatham County.**

At the outset of fiscal year 2023, WEBB Squared initiated a contract with Chatham County to begin the development of a support ecosystem for marginalized entrepreneurs that we named “BIPOC Business Hub.” Our 2024-2025 proposal continues to build and expand the goals, activities, and outcomes of the “BIPOC Business Hub.”

---

#### Wealth through Entrepreneurship for Black and Brown Businesses

Located at: 120 Mosaic Blvd, Suite 200-22 Pittsboro, NC 27312

Mail to: PO Box 215, Pittsboro, NC 27312

webbsquared.org | 855-249-7675



WEBB Squared is a registered 501(c)(3). EIN 86-3751750. All contributions are tax deductible to the extent allowed by law.

### **About Us:**

WEBB Squared “*Wealth through Entrepreneurship for Black and Brown Businesses*” is an incubator/accelerator headquartered in Chatham County. We believe in an economy that works for everyone, and we know our communities are stronger when our economies are more inclusive.

- Our Mission: To redress the racial wealth gap and build generational wealth by providing incubator/accelerator services to Black and Brown Entrepreneurs
- Our Vision: An economy that is just, fair and free from race-constructed barriers in which every person, family and community has the chance to build sustainable wealth and well-being.

WEBB Squared currently provides programmatic services connecting BIPOC entrepreneurs to education, information, networks, and resources to launch, grow, and scale their businesses, with the specific goal of achieving prosperity and narrowing the racial wealth gap.

WEBB Squared’s entrepreneurial training program is built on five pillars:

1. A place-based approach - intentionally centering programs and activities in the communities where aspiring entrepreneurs live and work.
2. All WEBB Squared programs are provided at no cost.
3. Our programs use a community organizing framework centered on relationship building – a proven, equitable practice that resonates with these entrepreneurs.
4. Workshop content is designed and delivered by people with lived experience that mirrors that of our entrepreneurs.
5. 1x1 individualized coaching is done by volunteers to support entrepreneurs in our program.

Our culturally curated strategies have made us a “trusted messenger” in communities of color throughout Chatham and surrounding counties. Our program team makes WEBB Squared specifically qualified to deliver services and resources to BIPOC entrepreneurs and to build an ecosystem of support through the BIPOC Business Hub.

### **Project Goal:**

Work collaboratively with the County and a group of partners committed to: achieving equitable economic development to deepen and expand the capacity of the “*inclusive and equitable entrepreneurial and small business ecosystem*” (BIPOC Business Hub) as recommended by the Needs Assessment Report.

## **Project Scope:**

WEBB Squared will continue to serve as a trusted messenger for the Inclusive Economic Development Project in communities of color throughout the county and will continue to serve as the lead organization of the ecosystem work, ensuring that partnerships are established and resources are accessible and purposeful for supporting BIPOC entrepreneurs and small business owners. \*For summary of Year 1 - please see the attached Addendum A.

In Year 2, we will divide the project into phases:

### **Phase 1: May 2024 - June 2024**

- Continue to identify, align, and collaborate on programs entrepreneurs of color can access to connect them to knowledge, services, networking, and other assets to help launch, grow, and sustain their businesses.
- Conduct one-on-one relational meetings with BIPOC Business Hub ecosystem partners and new, potential eco-system partners to deepen relationships and integrate programs. Provide
- opportunities for co-working spaces, conference spaces, and small business center networking in Pittsboro to expand to Chatham's rural areas.

**Project Cost: \$25,133**

### **Phase 2: July 2024 - June 2025**

#### **Outreach and Community Engagement:**

- Prepare a presentation about WEBB Squared programs for rural community partners, including libraries, churches, and community centers throughout Chatham County. Work
- with CCCC Small Business Center and Chatham County to identify opportunities for BIPOC businesses in government-sponsored programs.
- Develop a schedule of events, workshops, seminars, etc., for BIPOC entrepreneurs. Work
- collaboratively with ecosystem partners to share WEBB Squared programming and Equity in Economic workshops.
- Identify appropriate resources, events, and networking opportunities for BIPOC entrepreneurship.

#### **Developing Access to Resources:**

- Recruit and partner with professionals offering pro-bono services for business owners. Research
- and compile a vetted list of equitable financing opportunities for BIPOC entrepreneurs. Identify links to state-level resources and CDFIs serving the state of NC for minority
- entrepreneurs.



**Networking and Relationship Building:**

- Convene industry stakeholder organizations, BIPOC Business Hub partners, and Chatham County leaders at quarterly meetings.
- Solidify programmatic commitments from the industry-diverse BIPOC Business Hub ecosystem of partners.
- Work collaboratively with the Chatham EDC, Chatham Chamber of Commerce, and Chatham professional associations to promote BIPOC businesses and facilitate networking opportunities.

**Capacity Building and Training:**

- Coordinate workshops across Chatham County to assess BIPOC entrepreneurs' needs and share information about Business Hub partners' services and relative events.
- Access contracting and procurement forecasts to provide insights for minority entrepreneurs.
- Facilitate BIPOC business access to private-sector supply chains and contracts.

Provide connections to technical assistance for WEBB entrepreneurs to meet vendor supply chains' RFP criteria successfully.

**Database and Information Management:**

- Maintain a vetted list of financial pro bono services and financial institutions.
- Compile a list of links and contacts in public and private sectors for supply chain and contracting opportunities in Chatham County.

Measure and track an equitably minded business ecosystem throughout Chatham County to ensure economic equity for all.

**Reports and Evaluation:**

WEBB Squared will present bi-annually written progress reports to Chatham County.

Deliverables will include:

- Metrics and Data Reporting
  - Tracking the number of BIPOC entrepreneurs participating in WEBB Squared and ecosystem programs and events by industry.
  - Measuring the value of these ecosystem programs to BIPOC participants. Tracking participation rates: how many BIPOC businesses were engaged, what activities/programs they participated in, and the number of hours partners spent with entrepreneurs—either in an advisory capacity or as mentors.

- Tracking outreach to libraries, community centers, and churches and the number of participants that outreach generates.
- Gathering and reporting ecosystem partner and entrepreneur qualitative feedback. Track outreach to Latino businesses and entrepreneurs and track participation in WEBB Squared and ecosystem programs.

An analysis of needs assessment surveys, focus groups, and roundtable discussions.

Each bi-annual report to Chatham County will be followed by a meeting between the WEBB Squared Executive Director, County Manager, and DEI Director to review progress and deliverables, evaluate challenges, and revise/tweak strategies to meet goals effectively.

A final report will aggregate data from Year #1 and Year # 2 work to demonstrate impact and recommend next steps.

**Project Cost: \$59,496.**

---

### **Wealth through Entrepreneurship for Black and Brown Businesses**

Located at: 120 Mosaic Blvd, Suite 200-22 Pittsboro, NC 27312

Mail to: PO Box 215, Pittsboro, NC 27312

[webbsquared.org](http://webbsquared.org) | 855-249-7675

**APPENDIX B**  
**INSURANCE REQUIREMENTS**

Worker's Compensation  
Statutory Limits

General /Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage