

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): The Learning Trail_ManagersOffice_20240701

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

Contract type: Contract

Contracted Services/Goods: Early Childhood Program

Contract Component: Master

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

text. Vendor Name: The Learning Trail 20240701

Effective Date: July 1, 2024

Approved by: County Manager

Date approved by the BOC: [Click here to enter text.](#)

Ending Date: 6/30/2025

Total Amount: \$20,000.00

Please Return Contract to:
Name: Brenda Clegg & Erik Lindley
Email: Brenda.clegg@chathamcountync.gov
& Erik.lindley@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

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

8th THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this July day of July, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and The Learning Trail (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 on July 1st, 2024 and end on June 30th, 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 \$20,000.00. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter which is attached hereto as Appendix 2 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 Agency's application, 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 14th, 2025 and July 14th, 2025. 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: It is the responsibility of the Agency to maintain appropriate insurance.
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: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Agency Name: The Learning Trail
Attn:
Address:
City, State, Zip Code:
Phone:
Email:

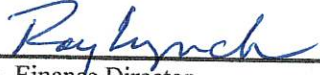
14. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, 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 *Kathleen Browning*
By: *The Learning Trail*
Name: *Kathleen Browning*
Title: *President*

APPENDIX 1

SCOPE OF WORK: Improved outcomes for children and youth living in poverty

PROJECT NAME: Early Childhood Program

SCOPE OF SERVICES: Program/service that addresses Early Child Education and Development

TOTAL COSTS: \$20,000.00

COMPLETION DATE: June 30th, 2025

APPENDIX 2

June 28, 2024

Ms. Kathleen Browning
The Learning Trail
326 Nature Trail Road
Chapel Hill, NC 27517

Dear Ms. Browning,

Chatham County is pleased to offer your agency a contract for service with an allocation from the FY 2024-25 budget. The contract is restricted to the funding for the services listed below: Additionally, this allocation is ONLY specific to the Human Services Process.

Service Name: Early Childhood Program

Amount Funded: \$20,000.00

Below is other information regarding this funding award, including the distribution basis and any special circumstances:

Basis: Your agency will receive your allocation in two equal payments during the year, beginning Wednesday, July 31, 2024

Special Circumstances: Acceptance of funding will require your agency to meet with the Chatham County Equity & Community Engagement Officer upon request. Please also submit all missing certification documents by Friday, July 19 by completing the assigned follow-up through the funding website.

The Contract for Nonprofit Service with Chatham County will be uploaded to your account by the end of day 7/12/24 on the application website for your review and referral. The agreement must be read thoroughly and signed by the Executive Director or Board Chair. It then must be uploaded onto the application website by Friday, July 19, 2024.

Your allocation payment is scheduled to be mailed on Friday, July 31st, contingent on the receipt of all required documents. (Please note that for FY24Chatham County Funded agencies, your 23/24 Year-End Report must be submitted online by July 19, 2024, for your 24/25 allocation to be disbursed as scheduled)

The due dates for the FY25 reports are:

Mid-Year Report: Tuesday, January 14, 2025

Year-End Report: Monday, July 15, 2025

If you have any questions, please feel free to contact [Brenda Clegg](#), Chatham County Equity & Community Engagement Officer or [Erik Lindley](#), Chatham County Budget and Management Analyst.

Sincerely,

Brenda Clegg

Brenda Clegg, CDE®, SHRM-CP

Equity & Community Engagement Officer

Chatham County