

**CONTRACT ROUTING FORM**

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

Department: Parks and Recreation

Department contract file name (use effective date): Sprott Youth Center\_Parks & Rec\_20240804

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

Contract type: Agreement

Contracted Services/Goods: Grants to Organizations (Open Gym Attendants & Gymnasium Improvements)

Contract Component: Master

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

Vendor Name: Sprott Youth Center (Non-Profit)

Effective Date: 8/4/2024

Approved by: Commissioners

Date approved by the BOC: 7/15/2024

Ending Date: 6/30/2025

Total Amount: \$7,550

Please Return Contract to:  
Name: Caitlin Murphy  
Email: caitlin.murphy@chathamcountync.gov  
Special Instructions for Clerks  
Office:

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

By:  (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

**CHATHAM COUNTY**

**NORTH CAROLINA**

**AGREEMENT FOR GOODS AND/OR SERVICES  
TO BE FURNISHED BY A NON-PROFIT ENTITY**

THIS GRANT AGREEMENT FOR GOODS AND/OR SERVICES ("Agreement") made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Chatham County ("County") and Sprott Youth Center, a non-profit entity ("Agency").

WHEREAS, the Agency has agreed to provide goods and/or services as hereinafter set forth in a professional manner to the public; and

WHEREAS, the County wishes to enter into an Agreement with the Agency to support the provision of goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated by reference and made an integral part of this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on August 4, 2024 and end on June 30, 2025 unless terminated as hereinafter set forth.
2. Scope of Service: The Agency shall provide the goods and/or services to the public (the "Services") set forth in the "Scope of Work" attached hereto as Appendix I.
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 \$7,550.00. The Agency agrees to abide by any special conditions outlined in the Funding Notification Letter which is attached hereto as Appendix II and incorporated herein by reference.
4. Audit of Agency's Financial Records: If the annual income of the Agency is greater than \$500,000, 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 and \$499,999, 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 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 Chatham County Parks & Recreation by January 1, 2025 and June 30, 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. The Agency must maintain general liability insurance in an amount of no less than \$100,000.00 and furnish a Certificate of Insurance to the County, naming the County as an additional insured, prior to commencement of operations. Depending upon the type of Services provided and number of employees, Contractor may be required to maintain additional insurance coverage as specified by the County. The insurance required, if any, is set forth on Appendix 2 attached hereto and incorporated in by reference and made an integral part of this Agreement.

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. Agency should consult legal counsel before signing this document if Agency is unsure of its intellectual property status under these statutes.

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 contractors, 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, addressed as follows:

Chatham County  
County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
Phone: 919.542.4200

Sprott Youth Center  
PO Box 321  
Moncure, NC 27559  
info@sprottyouthcenter.org  
919.930.9717

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

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 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, Purchasing Agent, 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 provision of this Agreement shall not operate or be construed as a waiver of any 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 (or an appropriation previously made is reduced) for this Agreement, the County shall be entitled to terminate this Agreement immediately, 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: Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and 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.


21. State and Federal Requirements; County Terms and Conditions: By signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor'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.

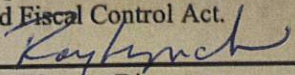
22. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

Failure by the Agency to comply with the terms of this Agreement shall be grounds for the County to withhold funds and deem the Agency ineligible for future funding.

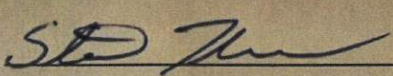
IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

**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: Steven Thomas  
Title: Board Chair

## APPENDIX I

### SCOPE OF WORK:

- Basketball Open Gym Attendant: 3hrs/week for 50 weeks @ \$23/hr=\$3,450
- Pickleball Open Gym Attendant: \$25 total per 2hr session, twice per month=\$600
- Pickleball Supplies for Open Gym: 2 nets, 24 balls, 8 paddles, and line marking kit. Estimated Cost=\$500
- Facility Improvements/Repairs to Gymnasium=\$3,000

Total request: \$7,550.00 (\$3,450.00 basketball open gym attendant, \$600 pickleball open gym attendant, \$500 pickleball supplies for open gym program, \$3,000 facility improvements to gymnasium) to provide indoor gymnasium access for youth, which is severely lacking in southeastern Chatham County. Provides recreation and athletic opportunities to youth and adults in the community that otherwise would not have access due to cost or distance of alternate facilities.

**TOTAL COST:** \$7,550.00

**COMPLETION DATE:** June 30, 2025

## **APPENDIX 2**

The Agency has provided proof of appropriate commercial general liability insurance.

## **APPENDIX II**