

**CONTRACT ROUTING FORM**

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

Department: Environmental Quality

Department contract file name (use effective date): Enpira\_EQ\_20240830

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Energy Data Management

Contract Component: Master

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

Vendor Name: Enpira, Inc.

Effective Date: 08/30/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 6/30/2025

Total Amount: \$19,000

Please Return Contract to:

Name: Kevin Lindley

Email:

kevin.lindley@chathamcountync.go

v

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**  
**CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this 30<sup>th</sup> day of August, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Enpira, Inc. (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 15, 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 as in Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor a sum not to exceed \$19,000.00, 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 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. 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

Contractor Name: Enpira, Inc.  
Attn: Daniel Kauffman  
5000 Centre Green Way STE 500  
Cary, North Carolina 27513  
Phone: 919.813.0118  
dk@enpira.io

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.

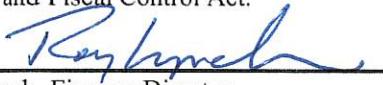
19. **Controlling Document:** In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

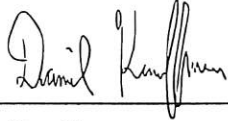
**CHATHAM COUNTY**

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:   
 Name: Daniel Kauffman  
 Title: President, Enpira Inc.

# Appendix 1

## Enpira Inc.

2530 Meridian Pkwy, STE 300  
Durham, NC 27713 US  
contact@enpira.io  
https://enpira.io



## Proposal

### ADDRESS

Kevin Lindley  
Chatham County  
28 County Services Rd #28  
Pittsboro, NC 27312

PROPOSAL # 1055

DATE 11/07/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Enpira Facility Portfolios:Software License</b> Energy management software license and support, FY2025	1	17,500.00	17,500.00
<b>Enpira Facility Portfolios:Additional Features</b> Inclusion of additional features: solar generation, electric vehicle charging, fleet vehicle fuel	1	1,500.00	1,500.00
<b>Enpira Facility Portfolios:Account Initialization</b> One-time work on account initialization and set up.	1	0.00	0.00
<b>Enpira Facility Portfolios:Data Support</b> Support for non-standard data: manual water utility data entry	0	500.00	0.00

Proposal for Fiscal Year 2024 services, valid July 1 2024 through June 30 2025.

Fees for pro-rated services in Fiscal Year 2024 to be waived if Chatham County chooses to start the license early.

Fees for account implementation to be waived if Chatham County completes a spreadsheet detailing the portfolio and utility accounts.

Additional \$500 fee per utility if any of the water utilities required bill digitization in order for Enpira to provide services.

TOTAL

**\$19,000.00**

Accepted By

Accepted Date

## APPENDIX 2

### 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

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# Appendix 3

## ATTACHMENT: SOFTWARE TERMS OF USE AGREEMENT

This SOFTWARE TERMS OF USE AGREEMENT ("Agreement") outlines the terms by which Chatham County NC ("Licensor") may access and use software Licensor by ENPIRA INC. ("Licensee") (each, a "Party"; collectively, the "Parties").

### 1. USE OF SOFTWARE

1.1 As referred to herein, "Software" shall mean any and all proprietary software, libraries, technology, and owned and operated by Licensor, including but not limited to hosted software available for access at <https://enpira.io>.

1.2 Licensee acknowledges and agrees that the Software may be used only by Licensee's employees, contractors, or other agents who have been authorized by Licensee to use the Software in accordance with the terms and conditions of this Agreement under Licensee's supervision (each an "Authorized User"). Licensee shall remain responsible for ensuring that all Authorized Users who receive access to the Software through the Licensee, whether or not permitted under this Agreement, comply with the terms and conditions of this Agreement, and Licensee will remain liable for all use of the Software by those Authorized Users.

### 2. OWNERSHIP

2.1 The Software contains proprietary trade secrets of Licensor, having great commercial value to Licensor. All Software provided to Licensee under this Agreement is provided on a strictly confidential and limited-use basis as set forth in this Agreement. Title to all Software and all related patent, copyright, trademark, trade secret, intellectual property, and other ownership rights shall be and remain exclusively with Licensor.

2.2 All rights in and to the Software that are not expressly granted hereunder are reserved for Licensor. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property, or other ownership right to any Software is transferred to Licensee by virtue of this Agreement.

### 3. USE RESTRICTIONS

3.1 Except as otherwise permitted under this Agreement, Licensee shall not, and shall not permit any Authorized User to do any of the following:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;



(e) bypass or breach any security device or protection used for or contained in the Software;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the use, warranties, disclaimers, or proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software;

(g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;

(h) use the Software for purposes of (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage; or

(i) use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

#### 4. WARRANTIES AND DISCLAIMERS.

4.1 Representations and Warranties. Each Party represents and warrants that the execution, delivery, and performance by such Party of this Agreement are within its powers and have been duly authorized by all necessary action by such Party. Licensee represents, warrants, and covenants that it will comply fully with all federal, state, and local laws, rules, requirements, and regulations pertaining to the Software and its business and operations.

4.2 DISCLAIMER OF WARRANTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LICENSED SOFTWARE HAS BEEN PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1, LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE, INCLUDING THEIR ACCURACY, CURRENCY AND COMPLETENESS, AND ALL RESULTS OBTAINED THEREFROM.

4.3 LIMITATION OF LIABILITY. EXCEPT AS FOR LIABILITIES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL LICENSOR, ITS SUBSIDIARIES, OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, INACCURATE DISTRIBUTION, OR OTHER SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. LICENSOR HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF PROVIDED DATA. IN ANY EVENT, LICENSOR'S MAXIMUM TOTAL LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL BE NO MORE THAN THE AMOUNTS OF THE FEES ACTUALLY PAID TO

LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.