

Contract with Lee County Government

This Contract is made between Lee County (County) and _____ (Recipient). Recipient has requested funds from the County to carry out specific programs and activities, more particularly described in Recipient's application submitted to the County and incorporated into this agreement as Exhibit A.

1. **Effective Term:** The term of the initial agreement shall be effective January 1, 2024 through June 30, 2025. The contract will expire once the County's approved funding allocation for the Recipient has been exhausted, or June 30, 2025, whichever is sooner. If as of June 30, 2025, the Recipient has not requested reimbursement for the full amount allocated and approved by the Board of Commissioners, the Recipient forgoes the funding, and the funding will remain the County's for whatever use it deems appropriate.
2. **Recipient Duties for Qualification:**
 1. The Recipient must submit a fully completed Application to Lee County with all required attachments and information by the Application Deadline.
 2. The Recipient must submit the following documents to Lee County with this Contract:
 - A. Internal Revenue Service Form W-9 showing Recipient Agency's name, address and Tax ID number.
 - B. Sworn, notarized policy addressing Conflict of Interest.
 - C. Sworn, notarized statement of no overdue tax debts.
 - D. Sworn, notarized statement of Non-Suspension or Debarment.
 - E. Proof of current Bonding through a Dishonesty Bond of its Chief Financial Officer equal to the total contracted amount or \$10,000, whichever is higher.
 - F. 501(c)(3) determination letter or official documentation showing corporation status.
 - G. Certificate of General Liability Insurance for the Recipient Agency in the amount of \$1,000,000.
3. **Recipient Requirements during the Contract Term:**
 1. The Recipient's services must be for an approved public purpose, one in which the County could undertake on its own, and one that will either complement or enhance a current county service at a reduced cost, or that fills in gaps existing between government services and the community's needs, and the service or program must be available and offered to all Lee County residents.
 2. The Recipient will not discriminate against any person because of race, color, religion, sex, national origin, disability or any other protected class under state or federal law.
 3. The Recipient will maintain its 501(c)(3) status at all times during the contract period. In the event the 501(c)(3) status changes during the contract period, the Recipient shall immediately notify the County and will be precluded from reimbursement for expenses after the change date.
 4. The Recipient will not become delinquent on tax payments during the contract period.
 5. The Recipient will provide and maintain a drug-free workplace.
 6. The Recipient will maintain General Liability Insurance in the amount of \$1,000,000 and Worker's Compensation Insurance as required by law and its Dishonesty Bonding during the contract period.

7. The Recipient will receive _____ of funding to help provide certain services or program of work. The funding will be based on a reimbursable basis during the term of this contract. The Recipient will not receive any funding over _____, which has been approved by the Board of Commissioners.

4. Recipient Duties for Reimbursement:

1. The Recipient must ensure that all funds are spent for non-sectarian, non-religious purposes only.
2. The Recipient must ensure that all funds are spent for Lee County residents.
3. The Recipient has been approved to submit reimbursable expenses for a specific program or service as it appears on Exhibit B attached to this agreement.
4. The Recipient must not hold itself out as or make any appearance that it is a Lee County Department or entity during the course of its services.
5. No expenses will be reimbursed for any person volunteering with or donating services to the Recipient agency. No expense will be reimbursed for any persons who serve on the Boards or Committees of any Recipient agency. No expenses will be reimbursed for family members of persons employed by the Recipient agency.
6. The Recipient also understands, agrees and attests that no expenses will be reimbursed for services that the Recipient has received for free, without cost to them, with donated or pro-bono services or through volunteer time or work. If the Recipient currently, at the time of entering into this agreement, receives free, donated, discounted, pro bono, volunteer or at no other costs to them, their clients must continue to use the free or discounted services.
7. The Recipient must obtain a written receipt for any actual expenses incurred and submit it to the _____ within 45 days after it is incurred. All receipts must be for actual expenditures already paid for by the Recipient within the contract period. Any receipts received by the County after 90 days will not be reimbursed absent extraordinary circumstances. Invoices for amounts due that do not show as paid will not be reimbursed. Invoices that are paid by a third party who is not the Recipient will not be reimbursed. Receipts must show payment by the actual Recipient Agency. Recipient must also provide proof of payment through a bank statement or cancelled check before reimbursement.
8. Recipient must complete the reimbursement forms provided by the County and use the submission process designated by the County.
9. Recipient will only be reimbursed for services/program expenses that are specifically listed on Exhibit B.
10. The Recipient must provide any documentation or contact information necessary to the County upon request if needed to verify and approve the expense.
11. The Recipient must ensure that all taxes are paid by the Recipient, if required by law, on any amounts received.
12. The Recipient must provide a financial contact person to the County for contract questions.
13. If Recipient funding exceeds \$50,000.00 the Recipient shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit being submitted to the Lee County Administrative

Office. If County Funding is \$50,000.00 or less, the Recipient shall provide a financial report detailing expenditure of funds. This report shall be approved by the Recipient's Board of Directors. The audit or financial report shall be submitted to the County within five months of the agency's fiscal year end. Further, the County shall be entitled to audit the financial records and operations of the Recipient at the County's discretion.

14. The Recipient must allow and assist the County with access to financial and accounting records required to support internal audit, financial reporting and related requirements as may be necessary for a period of five years after the termination of this contract.
15. The Recipient must complete the year-end report form provided by the County by July 1 of each year.

5. County Duties for Reimbursement:

The County shall:

1. Verify all documents submitted by Recipient for qualification.
2. Provide a written method for submission and reimbursement to the Recipient.
3. Review submitted receipts and reimburse the Recipient for all approved amounts within 30 days of receipt or within the next billing period, whichever is longer.
4. Request additional information or documentation from the Recipient and/or provider if needed to verify and review the approvability of the expense submitted.
5. Reimburse all valid requests in the order in which they were received.
6. Not be responsible for any tax that may be due by the Recipient for any funds reimbursed.
7. Provide a financial contact person to the Recipient for contract questions.
8. Have the right to deny, in its sole discretion, any expense that does not qualify under Exhibit B or which does not meet the standards under this contract.
9. Provide year-end report forms to the Recipient.

6. General Provisions:

1. Both parties acknowledge that the County has the sole decision-making authority to approve or deny an expense and there is no appeal process from that decision.
2. Each party shall keep the other party advised of an accurate address, phone number and email address during the term of the contract. All legal notices to the other party shall be made in writing to the contacts listed below unless otherwise modified in writing. The contact information below shall be updated as needed by written notice to the other party.

For the County:

Lisa Minter, County Manager
408 Summit Drive, Sanford, NC 27330
919-718-4600 extn. 5513
lminter@leecountync.gov

For the Recipient:

3. The parties acknowledge and agree that they are independent contractors and no employee relationship or individual contractual relationship is established by virtue of this contract. Neither the County nor the Recipient nor any of their officers, agents, employees or representatives, shall be deemed to be agents, representatives or employees of the other party for purposes of the performance of services under this Agreement. Each party is solely responsible for withholding federal and state income

taxes, paying Social Security taxes, unemployment insurance or maintaining workers compensation insurance coverage for their own employees, agents and officers. Nothing herein shall be construed to create any employment relationship between the parties by virtue of this contract and no health insurance, life insurance, retirement, vacation or other benefits are granted by one party to the other by virtue of this contract. No Recipient Agency employee or agent shall be authorized to act or speak on behalf of Lee County. Nothing in this Agreement shall be construed to create any employer/employee relationship or a joint venture relationship or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement except as provided in the Reimbursement terms.

4. The Recipient is solely responsible for all actions by its agency, employees and representatives and shall indemnify and hold harmless Lee County, its officers and employees from any and all liability in connection with the actions of Recipient's agency. Lee County shall in no way be responsible for any damages, claims or injuries to any of Recipient's employees, representatives, donees or the agency in connection with the appropriations from this funding.
5. At any time during the funding year, the County can request the Recipient to appear in person in front of the Board of Commissioners and provide information on how it is spending the County's funds and its measure of success. If the Recipient fails to comply, funding can be terminated for the remainder of the contract term.
6. The County shall be entitled to conduct program evaluations of the Recipient's activities, particularly as it relates to the accomplishments of established goals and objectives and the impact of services being delivered as part of the reimbursable expenses allowed under the program/activity in Exhibit B.
7. All books and records shall be maintained by the Recipient for a period of at least three years from the date of final payment under this contract and shall be made available for audit or evaluation upon request during regular business hours of the Recipient.
8. As a condition of receiving funds, the Recipient agrees to fully indemnify and hold harmless Lee County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of occurring in connection with, directly or indirectly, activities or programs or services funding in part or in whole with funds made available under this contract.
9. The parties acknowledge and agree that the County is subject to the North Carolina Public Records Law and that documents, including this Agreement, may be disclosable public records.
10. This Agreement shall be construed under and governed by North Carolina law and any claim for breach or enforcement shall be filed in Lee County, North Carolina.
11. This Agreement may be amended in writing signed by both parties.
12. This Agreement may not be assigned by either party for any reason.
13. This Agreement may be terminated for any reason by either party within 30 days written notice to the other party. In the event, there are outstanding reimbursement requests, they will be paid dependent upon funding and approval.
14. No waiver of any breach of this Agreement shall be valid unless it is expressly given by written notice signed by the Non-breaching party. Any express written waiver is not a waiver of any subsequent breach.

15. This is the entire Agreement of the parties and supersedes any prior agreements, discussions, or representations, oral or written. The parties agree that this Agreement is the final and entire Agreement between the parties.
16. The undersigned parties represent and warrant that they are authorized to bind their agencies to the terms of this Agreement.

IN WITNESS WHEREOF, Lee County and the Recipient consent and agreed to the terms as set forth herein and have caused this Agreement to be executed by their authorized representatives.

Recipient
Name/Title

Date

Lisa Minter, County Manager
Lee County Government

Date

ATTEST:

Secretary to Recipient Board

Exhibit A

Recipients application

SAMPLE

Exhibit B

Scope of program/service Recipient has been approved to seek reimbursements from the County as detailed below:

SAMPLE