NORTH CAROLINA
CHATHAM COUNTY

AGREEMENT

THIS AGREEMENT, between Chatham County, North Carolina (the County), and the Town of Siler City (the Town), shall provide for the funding of a domestic violence officer position within the Siler City Police Department.

1. Availability of Funds: The parties to this Agreement agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County. In the event funds are unavailable, the County may terminate this Agreement by giving written notice to the Town, specifying the effective date of termination.

2. Authorized Use of Funds: The Town shall use or expend the funds provided by this Agreement solely for the purposes for which they were awarded by the Violence Against Women Office and the United States Department of Justice. Further, the funds provided shall be used by the Town only for the purposes and activities specified in Attachment A (Scope of Work) which is attached hereto and incorporated herein by reference as if fully set forth herein.

3. Responsibilities of the County:

A. Reimbursing the Town for the costs of services and activities described in Attachment A, and said activities shall be in accordance with the approved budget in Attachment B, and any subsequent amendments to these Attachments.

B. Specifying all reports and other deliverables required from the Town.

4. Responsibilities of the Town:

A. Performing the services described in Attachment A in accordance with the terms of this Agreement, and in accordance with the approved budget in Attachment B.

B. Submitting invoices and supporting documents monthly to Family Violence and Rape Crisis Services (FVRC) for approval prior to reimbursement.

C. Submitting data required by the report to Kathy Hodges, FVRC Co-Executive Director and Project Director, in a timely manner.

D. Receiving approval from the County and FVRC prior to the Town's implementation of any activity that may require additional funding. Budget amendments must also receive advance approval from the County and FVRC.

E. Ensuring that no funds from this Agreement will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.

F. Ensuring that this Agreement and all referenced attachments and subsequent amendments thereto have been reviewed.

5. Amount of Reimbursement: The total reimbursement from the County to the Town for provision of services in this Agreement shall not exceed $122,582.00.

6. Payment Provisions:

A. Payment Procedure: Reimbursement shall be made monthly in accordance with the approved budget on file with both parties, based on submission of a monthly invoice and supporting documents. Documentation shall be provided to the Family Violence and Rape Crisis Project Director for approval. Approved invoices shall be submitted to the County for payment.

B. Withholding of Payment: The County has the authority to withhold payment if the Town fails to make significant progress toward achieving outcomes as defined in the project proposal or if the Town fails to submit required program and/or financial reports.

C. Reimbursements after December 31, 2013: Reimbursements for obligations made after September 30, 2013, will not occur under this Agreement. Invoices for all expenditures must be received by the County by October 31, 2013 to be reimbursed before the December 31, 2013 deadline.

7. Sales / Use Tax Refunds: If eligible, then the Town shall a) ask the North Carolina Department of Revenue for a refund of sales and use taxes paid by it in the performance of this Agreement (pursuant to G.S. §105-164.14), and shall b) shall exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered into the reimbursement reports submitted to the County.

8. Care of Property: The Town agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Agreement and will reimburse the County for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of this Agreement or, at the termination of this Agreement, the Town shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

9. Property and Equipment: Title to furniture, fixtures, and equipment costing in excess of $500.00 per item acquired by the Town with funds from this Agreement shall vest in the Town, subject to the following conditions:

A. The Town shall use the furniture, fixtures, and equipment in the project or

program for which it was acquired as long as needed. When furniture, fixtures, and equipment are no longer needed for the project or program, when operations are discontinued, or when the Agreement terminates, the Town shall notify the County and receive written instructions regarding the disposition of furniture, fixtures, and equipment.

B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of any equipment.

10. Termination: This Agreement may be terminated in whole or in part at any time:

A. By either party, immediately for cause, upon written notice to the other party's Administrator as noted in Section 17 of this Agreement, and as delivered by certified mail with return receipt requested, or in person; or

B. By either party, upon at least thirty (30) days written notice to the other party's Administrator as noted in Section 17 of this Agreement, and as delivered by certified mail with return receipt requested, or in person; or

C. By mutual consent of both parties; or

D. By the County, on any date specified by the County when funds are no longer available.

After receipt of a notice of termination and except as otherwise directed by the County, the Town shall cease work under the Agreement to the extent it seeks or expects reimbursement from the County on the date and to the extent specified in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Agreement to the extent not terminated. If the Agreement is terminated as provided herein, the Town shall be entitled to receive just and equitable compensation for any satisfactory services provided, minus any payment or compensation previously made.

11. Equal Employment Opportunity: The Town shall comply with all federal and state laws relating to equal employment opportunity. The Town shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

12. Liabilities and Legal Obligations: Each party hereto agrees to be responsible for its own liabilities as well as the liabilities of its officers, employees, agents, and representatives arising out of the Agreement, and including fiscal responsibility for deviation from the Agreement.

13. Key Personnel: The Town shall not replace any of its key personnel assigned

to the performance of this Agreement without notice to and approval of the County, and such approval shall not to be unreasonably withheld.

14. Independent Contractor: The Town is and shall be deemed wholly responsible for the work to be performed, and for the supervision of its employees. The Town represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

15. Subcontracting: The Town shall not subcontract any of the work contemplated under this Agreement without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this Agreement. The County shall not be responsible to pay for work performed by unapproved subcontractors. The Town shall be responsible for the performance of any subcontractor.

16. Assignment: This Agreement may not be assigned by either party to fulfill its obligations without the written consent of the other party.

17. Administrators for the Agreement: The persons named below shall be administrators for the respective parties, shall be the persons to whom notices provided for in this Agreement shall be given, and shall be contact persons for matters relating to the administration of this Agreement. Either party may change its administrator, address, or telephone number by written notice to the other party.

For Chatham County: Charlie Horne

For the Town: Joel Brower

18. Severability: If any term or provision of this Agreement, or the application thereof, be found invalid or unenforceable by a Court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and the terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Rights Cumulative: All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other rights provided by law or in equity.

20. Strict Compliance: No failure of either party hereto to exercise any power or right granted hereunder, or to insist upon strict compliance by the other party with its obligations and duty hereunder, shall constitute a waiver of the non-breaching party's right to demand strict compliance with the provisions hereof at any time.

21. Notice: Any written notice required or allowed by this Agreement to either the County or the Town shall be deemed delivered on the third calendar day from the date

of mailing (whether or not delivered) when mailed by certified or registered mail postage prepaid and deposited in the United States mail properly addressed to the parties as follows:

Chatham County:	Charlie Horne, County Manager Chatham County P.O. Box 1809 Pittsboro, North Carolina 27312
The Town:	Joel Brower, Town Manager The Town of Siler City 311 N. 2nd Avenue Siler City, North Carolina 27344

22. Time of Essence: Time is of the essence in the performance of this contract.

23. Entire Agreement, Modification, Binding Effect: This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, and such modification(s) and/or amendment(s) must be signed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of Chatham County and Town of Siler City.

24. Governing Law: This Agreement shall be governed by the laws of the State of North Carolina.

25. Effective Date: This Agreement shall become effective as of October 1, 2011, and shall terminate on September 30, 2013.

26. Originals: The Town and the County each have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below and in duplicate originals, one of each to be retained by each of the parties.

27. Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this Agreement and to bind the party to the terms and conditions of this Agreement.

Chatham County: By: Charlie Horne
Charlie Horne, County Manager — Date 7/26/12

Town of Siler City: By: Joel Brower
Joel Brower, Town Manager — Date 7/18/12

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. Vicki McConnell

ATTACHMENT A

SCOPE OF WORK

The Town of Siler City's Police Department (the Department) will supervise a Domestic Violence Officer (the Officer) to focus on domestic violence, and the Department shall provide all needed equipment, and shall schedule basic law enforcement as well as intensive domestic violence training for the Officer. The Officer will serve on the Criminal Justice Task Force of the Coalition for Family Peace, and this officer will meet monthly with the members of said Task Force to review policy, procedures, and cases. Also, the Officer will work with all domestic violence advocates and officers in Chatham County in order to effectively manage and follow-up on domestic violence cases. The Officer will participate in training that is identified during the course of the project, and will share that training with other officers from the Siler City Police Department. In addition, the Officer will collect and maintain statistics about domestic violence cases, and report such statistics to Kathy Hodges, Project Director, for reporting to the United States Department of Justice, Violence Against Women.

ATTACHMENT B

BUDGET

Detail	Cost	Total
Domestic Violence Officer Salary	$38,721.50 x 100% x 2 years	$77,443
Employer's FICA	$77,443 x 7.65%	$ 5,925
Retirement	$77,443 x 5%	$ 3,872
Health Insurance Expenses	$10,200 x 2 years	$20,400
Worker's Compensation	$77,443 x 4.5%	$ 3,485
FUTA	$77,443 x 6.2%	$ 4,801
401(k)	$77,443 x 5%	$ 3,872
Cell Phone	$ 60 x 24 mo.	$ 1,440
Office Supplies	$ 56 x 24 mo.	$ 1,344
	Grand Total	**$122,582**