

NORTH CAROLINA

CHATHAM COUNTY

THIS AGREEMENT (this “Agreement”), made and entered into this 1st day of July, 2014 by and between **CHATHAM COUNTY**, a body politic and corporate of the state of North Carolina (the “**County**”) and **CHATHAM TRADES, INC.**, a North Carolina non-profit corporation having its registered office in Chatham County, North Carolina (“**Chatham Trades**”) The County and the Chatham Trades may hereinafter be referred to as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, Chatham Trades is a 501(c)(3) corporation organized for the purpose of providing, inter alia, a Community Rehabilitation Program (CRP) to provide employment and training to adults with physical, intellectual and developmental disabilities to maximize their vocational opportunities; and

WHEREAS, Chatham Trades is licensed by the North Carolina Department of Health and Human Services as a Mental Health Facility to provide an Adult Developmental Vocational Program (ADVP); and

WHEREAS, the General Assembly of the State of North Carolina has authorized counties to appropriate funds to support programs intended to further the welfare, education, and safety of its citizens, including inter alia, programs that provide employment and training to adults with physical, intellectual and developmental disabilities to maximize their vocational opportunities; and

WHEREAS, the County is authorized to contract with and appropriate funds to any corporation to carry out any public purpose that the County itself is authorized by law to engage in; and

WHEREAS, the County has funds available to provide support to nonprofit entities such as Chatham Trades which carry out activities that improve the health, quality of life, and public welfare of its citizens; and

WHEREAS, the County has determined that it is in the public interest to contract with and appropriate funds to Chatham Trades to assist Chatham Trades in operating a CRP and ADVP, as provided in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits flowing to the parties, the County and Chatham Trades, intending to be legally bound, contract and agree as follows:

1. Purpose of Agreement; Chatham Trades Obligations. The purpose of this Agreement is to provide County funds to Chatham Trades for the purpose of funding the salary of its Executive Director for a period of five (5) years so that Chatham Trades can more effectively and efficiently provide CRP, ADVP, and other rehabilitation programs, employment and vocational training (collectively the "Chatham Trades Services"). Chatham Trades covenants and agrees that it will use the County funds appropriated and paid under this Agreement for the sole purpose of providing a salary for its Executive Director and in consideration of the receipt of the County funds hereunder, Chatham Trades contracts, covenants, and agrees that it will provide Chatham Trades Services to citizens and residents of Chatham County during the full) five (5) year term of this Agreement.
2. Maximum Payments. County payments to be made under this Agreement shall in no event exceed a total of \$360,000. Payments hereunder shall be made during the term in the amount of \$18,000, payable on or before the first day of each calendar quarter commencing July 1, 2014. All payments under this Agreement are subject to annual appropriation.
3. Term. The term of this Agreement is five (5) years beginning July 1, 2014 and ending June 30, 2019.
4. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated to fund the salary of the Executive Director under this Agreement, all County obligations hereunder, and this Agreement, shall automatically terminate as of the 1st day of July of the budget year for which the County Commissioners do not appropriate funds to fund this Agreement.
5. Notices. All notices, payments, or other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The Parties shall be responsible for notifying each other of any change of address.

Mailing addresses for Parties are as follows:

If to County:	Chatham County Post Office Box 1809 Pittsboro, North Carolina 27312 Attention: County Manager Email: Renee.Paschal@chathamnc.org
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If to Chatham Trades:

Chatham Trades, Inc.
Post Office Box 511
Siler City, NC 27344
Email: Spoe@Chathamtrades.org

6. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to receiving any County funds hereunder, Chatham Trades and its subcontractors, if any, shall complete and return to the County the E-Verify affidavit, attached hereto as Appendix 1. If Chatham Trades or its subcontractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Chatham Trades agrees to fully comply with such statute and require its subcontractors, if any, to fully comply with such statute.

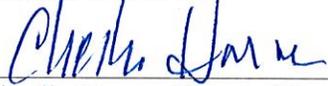
7. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the Parties with respect to the matters contained herein are merged in this Agreement. This Agreement may not be changed orally, but only by a written document signed by both Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. This Agreement may not be assigned without the written consent of both Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns to the extent such assignment has been consented to by both Parties. The provisions of the Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. The headings contained in the Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the

same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, Chatham County and Chatham Trades, Inc. have executed this Agreement as of the day and year first written above.

CHATHAM COUNTY

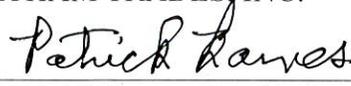
By:



Charlie Horne, County Manager

CHATHAM TRADES, INC.

By:



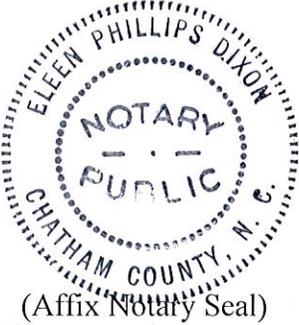
Patrick Barnes, President

NORTH CAROLINA

COUNTY OF Chatham

I Eleen Phillips Dixon, a Notary Public of the County and State aforesaid, do hereby certify that Patrick Barnes personally appeared before me this day and acknowledged that he is the President of Chatham Trades, Inc., and as President, being authorized to do so, executed the foregoing instrument on behalf of Chatham Trades, Inc.

Witness my hand and official seal this 8th day of July, 2014.



Eleen Phillips Dixon
Notary Public in and for the State of North Carolina

Eleen Phillips Dixon
Printed Name

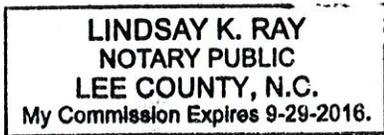
My Commission Expires: 05/15/2015

NORTH CAROLINA

COUNTY OF Lee

I Lindsay K. Ray, a Notary Public of the County and State aforesaid, do hereby certify that Charlie Horne personally appeared before me this day and acknowledged that he is the County Manager of Chatham County, North Carolina, and he as County Manager, being authorized to do so, executed the foregoing instrument on behalf of the said County.

Witness my hand and official seal this 8 day of July, 2014.



Lindsay K. Ray
Notary Public in and for the State of North Carolina

Lindsay K. Ray
Printed Name

(Affix Notary Seal)

My Commission Expires: 09-29-2016

APPENDIX I

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CHATHAM

I, Shawn B. Poe (the individual attesting below), being duly authorized by and on behalf of Chatham Trades, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES , or
 - b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This 8th day of July, 2014.

Shawn B. Poe
Signature of Affiant
Print or Type Name: Shawn B. Poe

State of North Carolina County of Chatham

Signed and sworn to (or affirmed) before me, this the 8th day of July, 2014.

My Commission Expires:

05/15/2015
Eleen Phillips Dixon
Notary Public

(Affix Official/Notarial Seal)

