

SAMPLE CONTRACT

NORTH CAROLINA  
LEE COUNTY

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Lee County, North Carolina, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for the (name of program) and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of \$\_\_\_\_\_ for the period July 1, 20\_\_ through June 30, 20\_\_ to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on the Grant forms submitted to the COUNTY which are incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on its Grant forms, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Lee County Budget for the grant period. Payment of such amount shall be made in monthly installments by the COUNTY, upon receipt of all necessary documentation from the AGENCY including financial or audit reports for the prior year.
3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. The COUNTY shall then remit unexpended funds to the Agency which allocated the funds. The AGENCY shall be fully liable to the COUNTY for improperly expended funds in the same amount as the

COUNTY is found liable by the granting agency. *(Last two sentences apply to pass through grants).*

4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
5. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with any performance measures.
8. The AGENCY shall submit to the Lee County Administrative Office annually a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
9. If COUNTY funding exceeds \$15,000 the AGENCY 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 \$15,000 or less the AGENCY shall provide a financial report detailing expenditure of funds. This report shall be approved by the AGENCY's Board of Directors. The audit or financial report shall be submitted to the COUNTY within five months of the agencies fiscal year end. Further, the COUNTY shall be entitled to audit the financial records and operations of the AGENCY at the COUNTY's discretion.
10. The COUNTY shall be entitled to conduct program evaluations of the AGENCY's activities particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.
11. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
12. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.

13. As a condition of receiving funds from Lee County, the AGENCY 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 or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.
14. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
15. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST :

LEE COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
County Manager

ATTEST

AGENCY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of Board

This Agreement has been preaudited in the manner  
Required by the Local Government Budget and  
Fiscal Control Act.

\_\_\_\_\_  
Finance Officer