



Certificate of Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

Approval of County Attorney

Approved as to form.

\_\_\_\_\_  
County Attorney

## AGREEMENT

THIS AGREEMENT BY AND BETWEEN Alamance County (hereinafter “County”) and CrossRoads: Sexual Assault Response & Resource Center, Inc. (hereinafter “Entity”) (collectively “the Parties”) is entered into 1<sup>st</sup> day of July, 2022. Entity’s federal tax identification number is 56-1550998.

WHEREAS County desires to provide, through a collaborative process, services to children who may have been maltreated; and

WHEREAS Entity provides confidential services and treatment to child victims of maltreatment and their caregivers in a holistic manner by working with community partners;

NOW THEREFORE, the parties agree as follows:

1. **Term:** This contract shall be effective on July 1, 2022 and shall terminate on June 30, 2023.
2. **Reversion of Funds:** Any unexpended funds shall revert to County upon termination of this contract.
3. **Payment Provisions:** County will pay Entity \$75,000.00. This amount will be paid in monthly installments as detailed in County’s Obligations, below.
4. **Entity’s Obligations:** Entity will be responsible for the following:
  - Providing services and treatment to child victims of maltreatment and their caregivers at CrossRoads’ Alamance County location. This includes, as necessary, services like therapy referrals and working with other agencies in the community to provide necessary services.
  - Submitting a monthly report, labeled Exhibit A, attached and incorporated herein, showing the services Entity provided that month. The report must be submitted to Skye Sullivan, Director of the Family Justice Center, within fourteen (14) days after the last calendar day of the preceding month. Entity will not receive its monthly payments unless it completes the entire report to County’s satisfaction.
5. **County’s Obligations:** County will be responsible for the following:
  - Providing Skye Sullivan, Director of the Family Justice Center, as the designated individual to review Entity’s monthly reports
  - Reviewing Entity’s submitted reports to ensure completeness and progress in providing the designated services.
  - Providing payment via check to Entity within 30 days after receiving Entity’s completed report. If Entity’s report is not completed, County is not required to provide payment to Entity.
6. **Notice:** Any notice sent pursuant to this Agreement must be sent Certified Mail, return receipt requested, to the following:

**For County:**

|                                |  |
|--------------------------------|--|
| Name & Title                   | Heidi York, County Manager   |
| County                         | Alamance   |
| Mailing<br>City, State,<br>Zip | 224 W. Elm Street<br>Graham, NC 27253                                      |
| Telephone                      | (336) 570-4044   |
| Email:                         | <a href="mailto:heidi.york@alamance-nc.com">heidi.york@alamance-nc.com</a> |

**For Entity:**

|   |   |
|---|---|
| Name & Title                              | CrossRoads: Sexual Assault Response & Resource Center, Inc.<br>c/o Meredith Peffley, Executive Director |
| County                                    | Alamance  |
| Mailing<br>Address<br>City, State,<br>Zip | PO Box 673<br>Burlington, NC 27216  |
| Telephone                                 | (336) 228-0813 Ext. 109   |
| Email:                                    | <a href="mailto:mpeffley@crossroadscares.org">mpeffley@crossroadscares.org</a>                          |

A change of contact information or person to receive notice may be made by either party by written notice given to the other party.

**Relationships of the Parties**

7. **Independent Contractor:** The Parties understand and agree that nothing contained in this Agreement shall be construed to create a joint venture, partnership, associate, or other affiliation or like relationship between the Parties, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.
8. **Assignment:** No assignment of Entity's obligations or Entity's right to receive payment hereunder shall be permitted.
9. **Beneficiaries:** Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to County and Entity. Nothing contained in this agreement gives or allows

any claim or right of action whatsoever by any other third person. It is the express intention of County and Entity that any such person or organization, other than County or Entity, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### **Indemnity and Insurance**

10. **Indemnification:** Entity agrees to indemnify, defend, and hold harmless County, its agents, employees, officers, elected officials, directors, attorneys, successors, and permitted assigns against any and all losses, liabilities, damages, deficiencies, judgments, settlements, interest, awards, fines, causes of action, penalties, taxes, assessments, charges, punitive damages, expenses, and other costs (including, without limitation, County's own attorneys' and paralegals' fees; expert fees; and other litigation expenses) suffered or incurred by County arising out of or in connection with any breach, violation, or failure to perform any portion of this Agreement, federal or state statutes, rules or regulations, or common law that is attributable in whole or, to the extent reasonable, in part to Entity's actions or the actions of any person whom Entity may supervise or control, in any civil, criminal, administrative, arbitration, mediation, or other proceeding.
11. **Insurance:** During the term of the contract, Entity at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, Entity shall provide and maintain the following coverage and limits:
- (a) **Worker's Compensation** - North Carolina State Statutory limits.
  - (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - (c) **Umbrella Insurance** – Entity shall provide and maintain Umbrella Coverage with a limit of \$1,000,000.00 naming Alamance County as an additional named insured.
  - (d) **Automobile Liability Insurance:** Entity shall provide automobile liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. Entity shall provide this insurance for all automobiles that are:
    - 1) Owned by Entity and used in the performance of this Agreement;
    - 2) Hired by Entity and used in the performance of this Agreement; and
    - 3) Owned by Entity's employees and used in performance of this Agreement ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

Entity is not required to provide and maintain automobile liability insurance on any vehicle — owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

12. **Additional Insurance Provisions:**

- 1) Entity must name County as an insured on its policy and provide a copy of the insurance document to County prior to the effective date of this Agreement.

- 2) Entity understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on Entity's liability or obligations under this Agreement.
- 3) Entity may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). County shall be the sole judge of whether such a waiver should be granted.
- 4) Entity may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). County shall be the sole judge of whether such a waiver should be granted.
- 5) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of Entity and is of the essence of this Agreement.
- 6) Entity shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- 7) Entity shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- 8) Entity shall require its subcontractors to comply with the requirements of this paragraph.
- 9) Entity shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to county before Entity begins work under this Agreement.

13. **Transportation of Clients by Entity:** Entity will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

#### **Default and Termination**

14. **Termination Without Cause:** County may terminate this Agreement without cause by giving 30 days written notice to Entity.
15. **Termination for Cause:** If, through any cause, Entity shall fail to fulfill its obligations under this contract in a timely and proper manner, County shall have the right to terminate this Agreement for cause.
16. **Waiver of Default:** Waiver by County of any default or breach in compliance with the terms of this Agreement by Entity shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of County and Entity and attached to the contract.
17. **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 County.

18. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, pandemic, or other catastrophic natural event or act of God.
19. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Compliance with Applicable Laws**

20. **Compliance with Laws:** Entity 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.
21. **Anti-Discrimination:** The parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, national origin, sex, age, or disability with reference to the subject matter of this Agreement, no matter how remote. The parties further agree in all respects to conform to the provisions and intent of any applicable Ordinances of Alamance County. This provision is hereby incorporated into this Agreement for the benefit of Alamance County and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided.
22. **Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.
23. **Equal Employment Opportunity:** Entity shall comply with all federal and State laws relating to equal employment opportunity.

### **Oversight**

24. **Record Retention:** Entity shall maintain all records related to this agreement for five (5) years and provide them to County at no cost upon request.

### **Warranties and Certifications**

25. **Certification Regarding Collection of Taxes:** Entity attests that any and all taxes that

may be owed by it are current. Entity further agrees to maintain and keep current all future tax obligations.

26. **E-Verify:** Pursuant to N.C.G.S. § 143-133.3, Entity understands that it is a requirement of this Agreement that Entity and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Entity agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Entity must require its subcontractors to do the same. Upon request, Entity agrees to provide Provider with an affidavit of compliance or exemption.

In this E-Verify Compliance Section, the words contractor, subcontractor, and comply shall have the meanings intended by applicable provisions of North Carolina General Statute Chapters §153A and 160A.

27. **Iran and Israel Divestment Acts:** As of the effective date listed above, Entity confirms that Entity has not been identified on a list created by the North Carolina State Treasurer's Office as a person engaging in investment activities in Iran pursuant to N.C.G.S. 147-86.60. Entity further confirms that it has not been identified on a list created by the North Carolina State Treasurer's Office as a restricted entity pursuant to N.C.G.S. 147-86.82.

#### **Miscellaneous**

28. **Choice of Law:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina, venue Alamance County.
29. **Amendment:** Any amendment to this Agreement must be made in writing and executed by duly authorized representatives of both County and Entity.
30. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.
31. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
32. **Full Agreement:** These documents constitute the sole and entire agreement between and among the Parties with respect to the subject matter hereof and supersedes all agreements and understandings among the Parties with respect to the subject matter hereof made prior to the date of this Agreement. There are no representations, warranties, understandings or agreements relating to the subject matter hereof which are not fully expressed in this Agreement. No amendment, modification, waiver or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of

the Party against whom such amendment, modification, waiver or discharge is sought to be enforced.

\_\_\_\_\_  
**(Signature of County Authorized Person)**

\_\_\_\_\_  
**(Signature of Entity)**

\_\_\_\_\_  
**(Date Submitted)**

\_\_\_\_\_  
**(Date Submitted)**