

NON-FEDERAL FUNDS STANDARD SERVICE CONTRACT



**NORTH CAROLINA SERVICE CONTRACT
TOWN OF CARRBORO**

THIS CONTRACT is made, and entered into by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as "**TOWN**", party of the first part and _____ (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

1. SERVICES TO BE PROVIDED

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**" for

pursuant to the provisions and specifications identified in "Attachment 1".

2. TERM OF CONTRACT

The term of this **CONTRACT** for services and supplies is from _____ to _____.

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **TOWN** an amount not to exceed _____. Unless otherwise specified, **CONTRACTOR** shall submit a monthly itemized invoice to _____ at the _____ Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**.

4. INDEPENDENT CONTRACTOR

TOWN and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

CONTRACTOR agrees to furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

9. AMENDMENT

This contract may be amended only in writing by mutual agreement by both parties.

10. TERMINATION OF AGREEMENT

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

11. NON-APPROPRIATION OF FUNDING

CONTRACTOR acknowledges that the **TOWN** is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not appropriated for the performance of **TOWN's** obligations under this contract, then this contract shall automatically expire without penalty to the Town, ten (10) days after written notice to **CONTRACTOR** advising of the unavailability and non-appropriation of public funds.

12. SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

13. COMPLIANCE WITH LAWS

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

14. NOTICES

All notices which may be required by this contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO
FINANCE OFFICER
301 WEST MAIN STREET
CARRBORO, NORTH CAROLINA, 27510**

15. AUDIT RIGHTS

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

16. TOWN NOT RESPONSIBLE FOR EXPENSES

TOWN shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** prior to the commencement date of contract, unless otherwise agreed in writing.

17. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

18. HEADINGS.

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. E-VERIFY

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

20. IRAN DIVESTMENT ACT CERTIFICATION

CONTRACTOR hereby certifies that **CONTRACTOR**, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

21. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

CONTRACTOR hereby certifies that **CONTRACTOR**, has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each **CONTRACTOR** to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all its terms.

Signature Page to Follow

TOWN OF CARRBORO

Title: Town Manger Date

ATTEST

Title: Date

ATTEST

Title: Town Clerk Date

Title: Date

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

Chief Financial Officer Date