CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.
   Department: County Manager’s Office
   Department contract file name (use effective date): CPCA_Manager_20180515
   Project Code: Click here to enter text.
   Contract type: MOU/MOA
   Contracted Services/Goods: Funds for rapid rehousing
   Contract Component: Master
   Change Order Number/Addendum Number: Click here to enter text.
   Vendor Name: Central Piedmont Community Action
   Effective Date: 5/15/2018
   Approved by: Commissioners
   Ending Date: Click here to enter a date.
   Total Amount: 13,000.00

2. Department Head or his/her designee has read the contract in its entirety.
   By: ______________________________________ (Department Head signature required)

3. County Attorney has reviewed and approved the contract ☑
   County Attorney has reviewed and rejects the contract ☐ Reason:
   This is an automatic renewal and does not require approval from the County Attorney: Yes ☐ No ☐
   △ If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☑ No ☐

6. A budget amendment is necessary before approval. Yes ☐ No ☑
   If budget amendment is necessary, please attach to this form.

7. Approval
   ☐ Requires approval by the BOC - contracts over $100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.
   ☑ Requires approval by the Manager – contracts $100,000 or less.

8. Submit to Clerk.
   Clerk’s Office Only
   ☐ Finance Officer has signed the contract
   ☐ The Finance Officer is not required to sign the contract
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) is made and entered into as of the 15th day of May, 2018 (the “Effective Date”), by and between CHATHAM COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina (the “County”) and CENTRAL PIEDMOUNT COMMUNITY ACTION, Inc., a North Carolina nonprofit corporation ("CPCA"). The County and CPCA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECATALS

A. CPCA is a private nonprofit human service organization established in March, 1966 by the Boards of Commissioners of Orange and Chatham Counties to seek funds for, and to provide services to, low-income families and individuals (the “Program”). CPCA mobilizes resources from federal, state, and local governments and private foundations to assist low-income families, individuals, and communities.

B. At the April 16, 2018 meeting of the Chatham County Board of Commissioners (the “BOC”) the Coalition to End Homelessness, Chatham Task Force, made a presentation together with a request to fund the Program in the amount of $13,000 for emergency housing and transportation to assist the immediate needs of individuals and families. The request was made because of severe budget cuts by HUD to the community block grant program. By a unanimous vote, the Board agreed to provide funding to CPCA in the amount of $13,000.

C. The Parties wish to enter into this Memorandum to more specifically set forth their agreement with respect to the Program and the $13,000 grant.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants, agreements, and representations set forth in this Memorandum, the Parties agree as follows:

1. Obligations of County. The County shall grant the amount of $13,000 to CPCA to be used as follows:
   a. $10,900 to be used for emergency housing/shelter.
   b. $2,100 to be used to provide transportation funds.
   c. The County shall make an initial payment of $2,000 to CPCA to be used in accordance with this Memorandum. CPCA shall submit invoices establishing the proper expenditure of the initial $2,000 payment. Additional monthly payments shall be made as provided in Section 3(b) below.

2. Obligations of CPCA. In furtherance of the program, CPCA shall fulfill the following obligations:
   a. Provide written justification for each expenditure
   b. Provide hotel/shelter vouchers to qualified participants computed at up to $55/night in hotel for up to fourteen (14) days and/or up to $20/night in a shelter for up to sixteen (16) days to ten (10) individuals/families up to a total amount of $10,900.”
c. Provide transportation through Chatham Transit to get participants to employment and appointments

d. Provide funding for gas to enable participants to get to employment or appointments.

3. Payment Provisions:

a. CPCA shall use or expend the County funds provided solely for the purposes set out in this Memorandum.

b. Payment Procedure: An initial payment of $2,000 will be made by the County. CPCA shall submit monthly invoices until $2,000 has been spent. The process will repeat until all grant funds are spent, with the county providing an upfront amount of $2,000 and CPCA providing justification until these funds are spent. Monthly invoices shall be accompanied by a report with the following information:

   a. Last names of those served
   b. Dates and places of service, and services delivered
   c. Cost of services delivered
   d. Partners involved in service delivery including hotels, and additional organizations outside of the Chatham Task Force

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

d. A comprehensive report on the use of funds, including items a through d listed under section 3(b) should be given at the conclusion of the funding.

4. Contact Persons. Each Party agrees to designate a representative with the authority to answer questions and provide information promptly with respect to the Program (each such individual, and any successor thereto, is a Contact Person”). The name, title and contact information for each Party’s Contact Person is as follows:

For the County:
Renee Paschal
County Manager
P. O. Box 1809, Pittsboro, NC 27312
Telephone: 919-542-8200
Email: renee.paschal@chathamnc.org

For CPAC:
Natasha Elliot
Executive Director
Post Office Box 626, Siler City, North Carolina 27344
Telephone: (919) 742-2277
Email: jacksonn@cpenc.org

5. Term. The term of this Memorandum shall commence on the Effective Date and, unless terminated as herein provided, shall continue in full force and effect until the date upon which the funding provided for herein has been expended.
6. **Entire Agreement.** This Memorandum constitutes the entire agreement between the Parties with respect to the subject matter of this Memorandum, and supersedes and cancels any and all prior and contemporaneous agreements related to that subject matter, whether written or oral.

7. **Amendment.** This Memorandum shall not be amended or supplemented, other than by a written instrument referring specifically to this Memorandum and signed by both Parties.

8. **Assignment.** Neither Party may assign its rights and obligations under this Memorandum without the written consent of the other Party, which may be withheld in such Party's absolute discretion.

9. **Waiver.** The terms, covenants and conditions of this Memorandum may be waived only by a written instrument executed by the Party waiving compliance. The failure of any Party at any time to require performance of any provision of the Memorandum shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions of this Memorandum. In no event, shall a waiver of any provision of this Memorandum granted by either Party under this Paragraph 9 be deemed to be or construed as a further or continuing waiver of any such provision.

10. **Governing Law; Jurisdiction.** This Memorandum shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to the conflicts of laws rules of such State. The Parties hereby irrevocably consent to the jurisdiction of the Superior Court of Chatham County, North Carolina.

IN WITNESS WHEREOF, each of the Parties has caused this Memorandum to be duly executed as of the Effective Date.

COUNTY OF CHATHAM

By: [Signature]
Renee F. Paschal
County Manager

CENTRAL PIEDMONT COMMUNITY ACTION, INC.

By: [Signature]
Natasha J Elliot
Executive Director