

This is a contract template. Contracts should be on the subrecipient's letterhead. Subrecipients do not have to include all of this information, but they do have to provide the basic information included in the GCC contract approval guide.

AGREEMENT

THIS AGREEMENT, for PROJ0 _____ is made between _____, the _____ service provider in _____ County, hereinafter referred to as the "AGENCY" and _____, (insert position title here) hereinafter referred to as the "CONTRACTOR".

WITNESSETH

That WHEREAS, the AGENCY desires to engage the CONTRACTOR to perform the professional services hereinafter described;

Therefore, the AGENCY and the CONTRACTOR do mutually agree as follows:

(1) **CONTRACTUAL STATUS:** The AGENCY and CONTRACTOR agree that the CONTRACTOR shall perform the services required of the CONTRACTOR herein set forth for grant funded through GCC Project Number _____; provided that the CONTRACTOR is not and will not by virtue of this contract acquire the status of an employee of the AGENCY.

(2) **TIME OF PERFORMANCE:** The effective date of this agreement is _____ and the termination date is _____. (Grant Period)

(3) **COMPENSATION:** The AGENCY will pay CONTRACTOR at a rate of \$_____ per hour, for a total sum not to exceed \$_____ to be paid by GCC, and \$_____ to be paid using non-GCC funds (MATCH) for services performed by the CONTRACTOR.

(4) **SCOPE OF SERVICES TO BE RENDERED:** The CONTRACTOR hereby agrees to perform in a manner satisfactory to the AGENCY the following services:

Services will include, but not be limited to:

Truthfully and accurately maintain and preserve such records and statistics, and make, on a timely basis, such reports as AGENCY may from time to time require.

(5) **INVOICE:** Payment under this AGREEMENT will be made upon receipt of an original invoice from CONTRACTOR documenting the services performed; hours worked providing the services, hourly rate of pay, and the amount due and payable pursuant to Paragraphs 3 and 4 of this AGREEMENT. All services must be performed to the satisfaction of the AGENCY prior to any payment being made.

(6) **CONTRACT ADMINISTRATOR:** _____, Project Director, is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the CONTRACTOR'S performance, approving payment to the CONTRACTOR and for providing evaluation of the CONTRACTOR

(7) FUNDING: All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of funds for the purposes set forth, and the AGREEMENT shall automatically terminate if funds cease to be available.

(8) AUDIT OF PROJECT RECORDS. The CONTRACTOR'S project records may be audited by the AGENCY, the Governor's Crime Commission, or duly authorized agents of either entity.

(9) TAXES: The CONTRACTOR shall be considered to be an independent contractor and as such shall be responsible for all taxes. The CONTRACTOR agrees to provide the AGENCY with the CONTRACTOR'S correct taxpayer identification number upon the execution of this AGREEMENT. The CONTRACTOR agrees that failure to provide the AGENCY with a correct taxpayer number authorizes the AGENCY to withhold 20% of any amount due and payable under this AGREEMENT pursuant to the provisions of the Internal Revenue Code, Title 26, United States Code.

(10) WARRANTY: As an independent contractor, the CONTRACTOR will hold the AGENCY harmless for any liability and personal injury that may occur from or in connection with the performance of the AGREEMENT.

(11) SITUS: This contract shall be governed by the laws of North Carolina.

(12) ANTITRUST LAWS: This contract is entered into in compliance with all State and Federal antitrust laws.

(13) COMPLIANCE WITH LAW: The CONTRACTOR shall remain an independent contractor. The CONTRACTOR shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of the CONTRACTOR'S business and work performance under this AGREEMENT, including those of Federal, State and local agencies having appropriate jurisdiction.

(14) CERTIFICATION: The CONTRACTOR certifies that they have not been debarred or suspended from receiving Federal or State funds.

(15) ASSIGNMENT: This AGREEMENT or any interest herein shall not be assigned or transferred by the CONTRACTOR. The CONTRACTOR shall not subcontract any work to be performed pursuant to this AGREEMENT without the written approval of the AGENCY.

(16) ENTIRE AGREEMENT: This AGREEMENT, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements. This AGREEMENT may be amended only by written amendments duly executed by the AGENCY and the CONTRACTOR.

IN WITNESS WHERE THIS AGENCY and the CONTRACTOR have each executed the AGREEMENT, this ____ day of _____, 2021.

Signed By _____
(Project Director)

(Contractor)

Date: _____

Date: _____