

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: July 18, 2018
SUBJECT: Agreement – Henderson County & Safelight
PRESENTER: Chief Deputy Jason Brown
ATTACHMENTS: Yes
1. Agreement Contract

SUMMARY OF REQUEST:

The Sheriff's Office is requesting that the Board approve the County Manager to sign the agreement using grant funds provided by Safelight for the Victims Assistance Coordinator.

BOARD ACTION REQUESTED:

The Board is requested to approve the County Manager to sign the attached agreement between Henderson County and Safelight.

Suggested Motion:

I move the Board of Commissioners approve the County Manager to sign the attached agreement between Henderson County and Safelight.

AGREEMENT

THIS AGREEMENT is made between Safelight, Inc. dba Mainstay, Inc., hereinafter referred to as the "AGENCY" and Henderson County 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; 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 July 1, 2018 and the termination date is June 30, 2019. This contract may be extended until September 30, 2019.
3. Compensation. The AGENCY will pay CONTRACTOR at a rate of \$23.55 per hour for a total sum not to exceed \$51,563 (*amount stated in approved budget*) for approved services actually provided by the CONTRACTOR. While performing said services in paragraph 4 of this contract, the CONTRACTOR will receive monthly payments based on the number of hours worked.
4. Scope of Services to be Rendered. The CONTRACTOR hereby agrees to perform in a manner satisfactory to the AGENCY the following services:

The contracted position will provide additional legal advocacy at the Family Justice Center (FJC) including but not limited to contacting victims, scheduling hearings, communicating with their department, and accessing the online court system, overall assisting in the faster response to victim's needs.
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. John Lauterbach 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 and as such shall be wholly responsible for the work to be performed under the supervision of his employees. 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, represents the entire agreement between the parties and supersedes 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 WHEREOF, the AGENCY and the CONTRACTOR have each executed the AGREEMENT, this the ____ day of June, 2018.

Henderson County Manager

Safelight, Inc. dba Mainstay, Inc.