

PROFESSIONAL SERVICES CONTRACT

1. Parties to the Contract:

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter referred to as the “Contract”), by and between Union County, a political subdivision of the State of North Carolina (hereinafter referred to as “Union County” or “the Client”), and Safer Communities Ministry, Inc., a North Carolina corporation, (hereinafter referred to as “the Contractor” or “SCM”), is entered into as of _____.

WITNESSETH:

WHEREAS, Union County desires to change criminal behavior by providing educational and rehabilitative programs to inmates in the formal custody of the Sheriff of Union County and to offer follow up services and progress tracking to inmates released from custody; and

WHEREAS, the Client desires to provide oversight and act as liaison between Union County and the Contractor; and

WHEREAS, SCM is in the business of providing life changing program services to prisoners, ex-offenders, and their families, and desires to provide such services for Union County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

2. Assignment:

No assignment of the Contractor’s obligations or the Contractor’s right to receive payment hereunder shall be permitted.

3. Term:

This contract is effective July 1, 2025, and terminates on June 30, 2026.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from Union County. Any approved subcontract shall be subject to all conditions of this Contract. The Contractor shall be responsible for the performance of any subcontractor. Union County shall not be responsible to pay for any work performed by unapproved subcontractors.

5. Independent Contractor:

The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such employees shall not be employees of, or have any individual contractual relationship with Union County.

6. Key Personnel:

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by Union County. The individual designated as key personnel for purposes of this Contract is Daryl Oliver, as Executive Director.

7. Indemnity:

The Contractor agrees to indemnify and hold harmless the State of North Carolina, Union County, the Union County Sheriff, Union County Commissioners, and any of their respective officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract. Additional indemnity requirements are as stated in Exhibit C.

8. Beneficiary:

Except as herein specifically provided otherwise, this Contract 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 Union County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Union County and Contractor that any such person or entity, other than Union County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

9. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or its address or its telephone number by written notice to the other party.

Daryl Oliver, Executive Director, SCM
Brian Matthews, Union County Manager

704-283-3573
704-292-2597

10. Choice of Law:

The validity of this Contract 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. The Contractor, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the only venue for any legal proceedings shall be Union County, North Carolina. The place of this Contract, and all transactions, agreements relating to it, and their situs and forum, shall be Union County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

11. Standards of Work

Contractor agrees to perform all work required by this Contract in accordance with all legal and contractual requirements, and with that degree of skill exercised under similar circumstances by reputable professionals with state-wide reputations for providing the types of services contemplated by this Contract.

12. Representations and Warranties of Contractor:

In consideration of mutual promises and obligations of the parties, Contractor hereby represents and warrants as follows:

- A. It has the staff, subcontractors, facilities and expertise to perform the services described herein competently and in the manner prescribed within the timeframes described herein.
- B. Neither the execution of this Contract nor the performance of the activities on behalf of Union County conflict with any other contractual obligations of the Contractor, nor shall any such other contractual obligations or the Contractor's organizational documents prevent or interfere with the ability of the Contractor to enter into this Contract or perform the services contemplated thereby.
- C. It shall accept such engagement and agree to render such services to the best of its ability.
- D. It agrees to make available all records, including without limitation general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of Union County, the North Carolina Office of the State Auditor and applicable Federal agencies. The Contractor agrees that Union County or its agent may have the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion. In the event any such audit concludes that funds provided pursuant to this Agreement have been expended in a manner inconsistent with the provisions of this

Agreement, then the Contractor agrees to refund to Union County any such funds so expended.

E. It agrees to submit to Union County, through the Client, semi-annual and annual reports documenting program activities.

F. It agrees to attend scheduled meetings with Union County as requested.

13. Scope of Work:

The Contractor will conduct seven seven-week Life Skills classes inside the Union County Jail. SCM will teach inmates the process of recovery from addictions, character development, anger and stress management, job preparation, budgeting, parenting and marriage skills, disease prevention, and healthy emotional and mental management. Services shall be provided in accordance with the Scope of Services, attached and incorporated herein by reference as Exhibit A, and the Life Skills Curriculum, attached and incorporated herein by reference as Exhibit B.

Where possible staff, volunteers, and Second Chance Re-Entry Network (SCREEN) will maintain contact with Life Skills graduates into the community and conduct ex-offender follow up mentoring. In April 2006, SCM initiated the Second Chance Re-Entry Network (SCREEN) Project. In order to provide Safer Communities, SCREEN has three goals:

Goal # 1: To recruit transitioning ex-offenders for supportive community services.

Goal #2: To establish a full continuum partner network addressing factors and mind-sets which decrease recidivism.

Goal #3: To recruit, train, and manage volunteers to mentor transitioning ex-offenders.

The scope is to network with partners in Union County. Through SCREEN, SCM fulfills its vision and mission of mobilizing its partner organizations to be more effective as they assist inmates, ex-offenders, and their families in transitioning successfully back into society. The advantage of SCREEN to Union County is its ability to coordinate the citizens' volunteer base and community resources in conjunction with the government and community systems in a county-wide strategy. (See Appendix – 28 current partners.)

14. Payment for Services:

The total payment from Union County to the Contractor for provision of Services under this Contract shall not exceed Ninety Thousand Dollars (\$90,000.00).

The Executive Director's main responsibility is to provide leadership and oversight for the Life Skills program inside the Union County Jail and for the Second Chance RE-Entry Network (SCREEN) program in the community. Other responsibilities include: teaching, research, project development and implementation, individual participant case management, volunteer mobilization and training, community resource utilization,

recruitment and training of collaborating partners, reporting to county officials and stakeholders, recruiting of employers, and management of administrative staff.

Union County has the authority to withhold payment if the Contractor fails to make significant progress toward providing the services as defined in this Section 14, or if the quality of services provided fails to meet Union County standards and expectations for any reason, or if the Contractor fails to submit required reports or other required deliverables.

15. Payment Schedule:

Union County will make an electronic payment to Contractor's bank account by the 10th day of each month for services incurred during the previous month, based on one-twelfth of the contract amount (\$7,500.00 per month). All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each service month.

16. Entire Agreement:

This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

17. Survival of Promises:

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

18. Liabilities and Legal Obligations:

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this Contract, including fiscal responsibility for deviation from this Contract.

19. Conflict of Interest:

The Contractor expressly states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person having such interest during the performance of this Contract. The Contractor further agrees to notify Union County in writing of any instances that might have the appearance of a conflict of interest.

20. Confidentiality of Program Participant Information:

Inmate and ex-offender participants' information obtained in the performance of this Contract is confidential and shall remain the property of SCM. Access to confidential information that identifies specific participants or families will be provided by the Contractor to Union County upon request in order to prove the accuracy of the Contractor's timely reports.

21. Copyrights and Distribution of Material:

All materials are the property of the Contractor.

22. Compliance with Laws:

The Contractor 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.

23. Equal Employment Opportunity:

The Contractor shall comply with all federal and state laws relating to equal employment opportunity.

24. Amendment:

This Contract may not be amended orally or by performance. Any amendment must be in written form and executed by duly authorized representatives of Union County and the Contractor.

25. Suspension:

This Contract may be suspended in whole or in part upon 30 days' written notice, to the Contract Administrator noted in Section 9, by Union County if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

After receipt of a notice of suspension and except as otherwise directed by Union County, the Contractor shall immediately cease work under the Contract on the date and to the extent specified in the notice of suspension, and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Contract and services covered by the Contract by such suspension.

Suspension shall remain in effect until:

- A. the Contractor has taken corrective action as approved by the Contract Administrator;
or

B. the Contractor has given written assurances satisfactory to the Contract Administrator that corrective action will be taken; or

C. the Contract is terminated by either party or by mutual consent of both parties.

26. Termination:

This Contract may be terminated in whole or in part at any time:

A. by either party, immediately for cause, upon written notice to the other party's Contract Administrator as noted in Section 9 delivered by certified mail with return receipt requested, or in person; or

B. by either party without cause, upon at least thirty (30) days' notice in writing to the other party's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person; or

C. by mutual consent of both parties.

After receipt of a notice of termination and except as otherwise directed by Union County, the Contractor shall cease work under the Contract on the date and to the extent specified in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

27. Waiver of Default:

Waiver by Union County of any default or breach in compliance with the terms of this Contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of the Contract unless stated to be such in writing, signed by an authorized representative of Union County and the Contractor and attached to the Contract.

28. Time of the Essence:

Time is of the essence in the performance of this Contract.

29. Severability:

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

30. Originals:

In witness whereof, the Contractor and Union County have caused this Contract to be executed by their duly authorized representatives as of the dates set forth below and in duplicate originals, one of which is retained by each of the parties.

31. Signature Warranty:

Each individual signing below warrants that he or she is duly authorized by the party to sign this Contract and to bind the party to the terms and conditions of this Contract.

32. Force Majeure:

Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, riot, civil or military authority, act of God, acts of omissions of carriers or other similar causes beyond its control.

33. Insurance:

The attached insurance addendum is incorporated herein by reference as Exhibit C.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and caused this contract to be duly executed, this the day and year first above written.

UNION COUNTY

SAFER COMMUNITIES MINISTRY, INC.

By: _____ (SEAL)
Brian Matthews
UNION COUNTY MANAGER

By: _____ (SEAL)
Daryl Oliver
EXECUTIVE DIRECTOR, SCM

WITNESS:

WITNESS:

By: _____
Lynn G. West
Clerk to the Board

By: _____
Sharon Shearin
Program Director, SCM

Approved as to Legal Form RLM

This instrument has been preaudited in the manner required
by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A

Scope of Services

Safer Communities Ministry's Life Skills Program is conducted inside the Union County Jail. The seven-week program is taught five days a week for a minimum of 20 hours each week. The program educates and challenges men to live an improved life in several areas. (See attached curriculum.) After three weeks in the Life Skills class, all participants are enrolled in the Second Chance Re-Entry Network (SCREEN). The SCREEN Project follows the Life Skills participants out into the community.

The SCREEN Project has a four point case management program for transitioning inmates and ex-offenders. While first addressing present needs, a total-person case management approach is applied where possible, depending upon resources. The case management program has four objectives:

- (1) "get the picture" of what is going on in multiple areas. These life areas may include: jobs/career, education/training, social services, substance abuse, financial management, spiritual life, significant human relationships;
- (2) make a plan by setting goals in life areas;
- (3) put in place a team of community support people and resources to help accomplish the goals; volunteers and collaborating partners have been recruited and trained to provide services; and
- (4) support/progress with reports on file with the Union County Jail Lieutenant.

Objectives for Year

Life Skills—this year, Safer Communities Ministry will continue to work with inmates while incarcerated, and with troubled individuals who have returned to society. SCM's goal for Life Skills in the Union County Jail is to work with at least 90 inmates throughout the year. Of these 90, we project that at least 60 will complete at least three weeks of the program and be counted as a "participant" and enrolled in SCREEN. [It is rare for an inmate to be removed from LS for disciplinary reasons. Those who do not complete the program failed to do so because they were released or transferred before they completed the seven weeks.]

SCREEN—this year SCM will continue to assist individuals with finding housing, finding jobs, and generally keeping them from returning to lives of crime. We plan to expand our outside ministry overall, but in particular our mentoring program. The mentoring program pairs the client one-on-one with a trained volunteer so that he/she is constantly assured of getting help as soon as it's needed. We are projecting that the SCREEN network will work with at least 40 individuals in the coming year.

Exhibit B

7 WEEK Union County Jail LIFE SKILLS CURRICULUM

- WEEK I Boundaries/Who Am I/Health & Hygiene
- A. Boundaries of Program
 - B. Where have I been / Where am I going
 - C. Disease Prevention
- WEEK II Road to Recovery
- A. The Process of Recovery
 - B. Understanding 12 steps
 - C. Understanding Root Cause of Addiction
 - D. Building Self Esteem
 - E. Dealing w. Spiritual Warfare
 - F. Becoming Proactive
 - G. Working Your Mission
- WEEK III Character Development / Anger & Stress Management
- A. Honesty / Responsibility
 - B. Forgiveness / Resentment / Teachable / Stubbornness
 - C. Diligence / Dependability / Spirituality
 - D. Uncovering the Roots of Hostility
 - E. Understanding Prejudices & Predetermined Expectations
 - F. Way to Responsibility
- WEEK IV Goal Setting / Developing Budgets
- A. Vocational
 - B. Educational
 - C. Family / Social
- WEEK V Developing Budgets
- A. Developing budgets / finances
 - B. Personal and Spiritual
- WEEK VI Marriage and Family
- A. Sexuality
 - B. Resolving Conflict / Communication Skills
 - C. The Essence of Manhood
- WEEK VII Job Preparation / Graduation
- A. Application / Resumes / Interviews
 - B. Self Promotion and Employer Expectations
 - C. Performing on the Job
 - D. Graduation

Exhibit C

I. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers licensed in North Carolina and rated A-VIII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **PROFESSIONAL LIABILITY**

\$1,000,000 Claims Made

Contractor shall provide evidenced of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- C. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Budget & Grants Management
Contract #:

G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 N. Main Street
Monroe, NC 28112

I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

II. Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

III. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

APPENDIX

Currently there are 28 SCREEN Partners in Union County plus several housing property owners and managers, and some individuals willing to work together.

Although we do not hold monthly meetings as we did in the past, we continue to network with each other to the benefit of transitioning ex-offenders.

It is a goal to try and initiate quarterly meetings, however, we run into each other intermittently as we serve clients and as we serve on various helping committees in the community.

The organizations are:

Adept, Chemical Dependency / Court Services, Christian Women's Job Corp, City of Monroe HR Dept., DA Office in Union County, Daymark Recovery Services, Department of Social Services, Federal Probation & Parole, HIS Perfect Love Ministries, Monroe Police Violent Crime Task Force, Monroe-Union County Community Development Corp., NC DOC Community Development Office, NC DOC Office of Transition, NC DOC Probation & Parole in Union County, NC DOC Union Correctional Center Prison, NC Employment Security / Job Link, New Beginnings (substance abuse treatment), Oakland Mentoring, Operation Reach Out, Safer Communities Ministry, South Piedmont Community College, Restoration House, Union County (UC) Crisis Assistance Ministry, UC Community Shelter, UC HR, UC Sheriff and UC Jail, United Way office in UC, Vocational Rehab.

Annual Report 2008: The North Carolina Rural Courts Commission, Minutes, p. 18
Rev. Al Lewis' presentation was discussed. The RCC recommends that the Life Skills/Safer Communities Ministry program be presented, as a program to work in conjunction with the office of transitional services, to the Governor's Crime Commission for grant opportunities in other rural communities. Rural counties are encouraged to consider use of this program, or one similar, as a model for re-entry services into the community as available.