

**Fiscal Year Begins 7/1/23 Ends 6/30/24**

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Ivory's Accessible Transport Service, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 57-1240046 and DUNS Number – 02-076-9934.

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certifications – Combined Form
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) Certification of Transportation (Attachment J)
- (9) Contract Determination Questionnaire (required)
- (10) Certification regarding nondiscrimination, clean air act, clean water act (Attachment N)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.

**3. Effective Period:** This contract shall be effective on 7/1/23 and shall terminate on 6/30/24,

This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

**6.**

XX a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:

In-kind	Cash
Cash and In-kind	Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

**7. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**8. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**9. Payment Provisions:**

**IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work Attachment B.

**10. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Laurie Britt, Business Officer	Name & Title Laurie Britt, Business Officer
County Brunswick County	County Brunswick County
Mailing Address PO Box 219	Street Address 60 Government Center Drive
City, State, Zip Bolivia, NC 28422	City, State, Zip Bolivia, NC 28422
Telephone 910-253-2092	
Fax 910-253-2249	
Email laurie.britt@brunswickcountync.gov	

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Timothy Corbett, President	Name & Title SAME
Company Name Ivory's Accessible Transport Service, Inc.	Company Name

## IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.

Mailing Address	3300 North Woolwitch Ct.	Street Address
City State Zip	Castle Hayne, NC 28429	City State Zip
Telephone	910-264-9329	
Fax	910-228-5661	
Email	IATS@EC.RR.Com	

### 9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

### 10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

### 11. Outsourcing to Other Countries:

## IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

### **12. Federal Certifications:**

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

### **13. Specific Language Not Previously Addressed:**

*( can be deleted if not needed)*

**14. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

**APPROVED AS TO FORM**

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\_\_\_\_\_ County Attorney/Assist. County Attorney Date

**FINANCE**

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

Paid from line item #145310-449903.

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\_\_\_\_\_ Signature of County Finance Officer Date

IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.

COUNTY

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Signature

Date

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Printed Name:

Title

CONTRACTOR

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Signature

Date

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Printed Name\*\*: Timothy Corbett

Title: President

**\*\*Please note contractor signature MUST be notarized.**

IVORY'S ACCESSIBLE TRANSPORT SERVICE, INC.

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Signature and Seal)